



CITY OF ELKO

ELKO SPORTS COMPLEX – PHASE 1

December 14, 2017

Prepared for:

City of Elko
1751 College Avenue
Elko, NV 89801

CONSISTS OF:

BIDDING REQUIREMENTS
PROPOSAL FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS

Prepared by:
Bob Thibault



Bid Set No. _____



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1.0 INVITATION TO BID

Sealed bid proposals will be accepted until **3:00 P.M., Local Time, Monday, January 29, 2018**, at the office of the Elko City Clerk; 1751 College Avenue; Elko, Nevada 89801, for the following:

ELKO SPORTS COMPLEX – PHASE 1

Bid proposals received by the City Clerk after the above-stated time will not be accepted. **Bidders mailing their bids assume the risk of late delivery.**

Bidding documents, plans, specifications and contract documents can be obtained free of charge electronically from the City of Elko's website at the following web address: http://www.elkocitynv.gov/government/bidding_opportunities/index.php. All bidders shall be registered with the Elko City Clerk's Office on the official plan holder's list for this project prior to submitting bids for this project. All bidders shall attend the mandatory Pre-Bid Conference for the Project at the time and location stated below to be eligible to submit a construction bid.

Bid proposals must be submitted on the prescribed forms and accompanied by security in the amount, form and subject to the conditions listed in the Instructions to Bidders. Bid proposals will be opened at City Hall immediately after the above deadline, with the bid amounts submitted being read aloud by City Staff to the interested parties present, if any. All interested parties are invited to be in attendance at the bid opening. Contractors will be required to have a current Elko City business license prior to time of contract execution; moreover, a current Nevada State contractor's license of the proper classification to perform the project work is required at the time of the Project bid opening.

All bids must be submitted in a sealed envelope that is legibly marked "**ELKO SPORTS COMPLEX – PHASE 1**". City staff shall thoroughly review all bid proposals for conformance with the contract documents prior to making a written recommendation for award to the Elko City Council.

The award will be made to the lowest responsive and responsible bidder to the extent and in the manner required by law, unless all bids are rejected. The lowest responsive and responsible bidder shall be determined on the basis of price, conformance to plans and/or specifications, the bidder's qualifications, conformance to applicable sections of NRS Chapter 338, and the best interest of the public.

The mandatory Pre-Bid Conference will be held at Elko City Hall (1751 College Avenue, Elko, Nevada), on Friday, January 5, 2018 at 2:00 P.M., Local Time.

The City Council may formally award the contract to the successful bidder at its regularly scheduled meeting at City Hall on **Tuesday, February 13, 2018, after 4:00 P.M., Local Time**. The City Council may, in its sole discretion, reject all bids.



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

LABOR COMMISSIONER: The Nevada Labor Commissioner's identifying project number is **EL-2018-059** for this project. NRS 338.013 requires the Labor Commissioner's identifying number to be included in all Bids. This project is estimated to be above \$250,000.00 in cost.

The City of Elko reserves the right to accept or reject any and/or all items specified in the bid proposal and further reserves the right to waive any minor technicalities in the bidding documents.

Dated this 10th day of December, 2017.

City of Elko
Elko City Council

BY: Bob Thibault
Civil Engineer

Publish: Elko Daily Free Press –



2.0 INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows:

- 1) The City of Elko (City) will receive sealed bids from Bidders until **3:00 P.M.; Local Time, on Monday, January 29, 2018**. Bids received after this time will not be opened or accepted and will be returned unopened.
- 2) **The site visit and mandatory Pre-Bid Conference will be held at the Elko City Hall (1751 College Avenue, Elko, Nevada), on Friday, January 5, 2018, at 2:00 P.M. Local Time.** The City or an authorized representative will transmit to all prospective Bidders of record such Addenda as the City or its authorized representative in his discretion considers necessary in response to questions arising at the Pre-bid Conference. Oral statements by City representatives may not be relied upon and will not be binding upon the City. Minutes of the Pre-bid Conference issued by the City or authorized representative, if any, and Addenda issued as a result of the Pre-bid Conference, if any, shall constitute the sole and exclusive record and statement of the results of the Pre-bid Conference.
- 3) The apparent Low Bid will be based solely on the total amount of all bid items and any additive or deductive alternates selected for award by the City. All Bidders are required to submit Bids on all bid items, including all additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of the City. If Alternate Bids are requested on this Project, the following applies: The priority of Alternate Bids will be announced by the City prior to the opening of bids. The City reserves the right to reject all Base Bids and all Alternate Bids. If the City elects not to reject all Bids, it will, prior to the award, first determine which one or more Alternates to accept; then the City will evaluate the lowest responsive and responsible Bidder based upon the Base Bid combined with any Alternates selected. If any Alternates are selected, the fact that a Bidder may have a lower individual Base or Alternate Bid than the individual Bids of the apparent lowest responsive and responsible Bidder is irrelevant, since the successful Bidder will be chosen on the basis of the sum of the Base Bid and the Alternates selected, together with the other relevant factors pursuant to NRS Chapter 338.
- 4) Bidders must submit bids on the Bid Form supplied by the City, fully completed with all blanks filled in, and signed by an authorized representative of the Bidder. Bids not submitted on the required form, and/or not fully completed and/or not signed by an authorized representative of the Bidder, shall be deemed nonresponsive and shall not be considered, subject to the right of the City to waive minor technical defects that do not give the Bidder an advantage over other Bidders, at its sole discretion.
- 5) The Nevada Labor Commissioner's identifying number for this project is EL-2018-059 NRS 338.013 requires that the project identifying number must be included in all Bids.



- 6) All Bidders must submit a Bid Bond in the form of a cashier's check, a certified check, or a corporate surety bond of not less than ten percent (10.0 %) of the amount of the bid, including additive and/or deductive alternates, payable to "The City of Elko," with their Bids. The Bid Bond will be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the Contract in accordance with its Bid and the Contract Documents, and/or fail to furnish any other required bonds or certificates of insurance. The Bid Bond is a penalty, as opposed to liquidated damages, and the Bidder will be liable for all damages in excess of the Bid Bond. The Bid Bond will be returned upon signing of the Contract. The Bidder must use the form of Bid Bond required by the City. A Bid submitted without a Bid Bond that complies with all applicable City requirements will be deemed nonresponsive and not considered.
- 7) NRS 338.141 provides:
- 1) Except as otherwise provided in subsection (2) next below, each bid submitted must include:
 - (a) If the City provides a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide such labor or portion of the work on the public work which is estimated to exceed 3 percent of the estimated cost of the public work; or
 - (b) If the City does not provide a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

Forms for the Subcontractors List are provided for Bidder's use, to include a 5% List and a 1% List.



- (2) The lists required by subsection 1 must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.
- (3) A prime contractor shall include its name on a list required by paragraph (a) of subsection 1 if it will perform any of the work required to be listed pursuant to paragraph (a) of subsection 1.
- (4) Except as otherwise provided in this subsection, if a contractor:
 - (a) Fails to submit a required Subcontractors List within the required time; or
 - (b) Submits a Subcontractors List that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376, the contractor's bid shall be deemed not responsive. A contractor's bid shall not be deemed not responsive on the grounds that the contractor submitted a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376 if the contractor, before the award of the contract, provides an acceptable replacement subcontractor in the manner set forth in subsection 1 of NRS 338.13895.
- (5) A contractor whose bid is accepted shall not substitute a subcontractor for any subcontractor who is named in the bid, unless:
 - (a) The City or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change.
 - (b) The substitution is approved by the City or its authorized representative. The substitution must be approved if the City or its authorized representative determines that:
 - (1) The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the contractor which was offered to the named subcontractor with the same general terms that all other subcontractors on the project were offered;
 - (2) The named subcontractor files for bankruptcy or becomes insolvent;



Secretary of State within 90 calendar days prior to the date for receipt of Bids, certifying that the Bidder is qualified to do business in the State of Nevada (i.e., a Good Standing Certificate); or (B) for both foreign and domestic entities, a printout from a Business Entity Search on the Nevada Secretary of State Website within 30 calendar days prior to the date for receipt of Bids showing that the Bidder is an active entity registered in that office, together with any other information about the entity contained on the web page.

- 10) Bidders must supply all information required by the Bid documents, including specifications. Bids must be full and complete. The City Council reserves the right in its sole discretion to reject any Bid as nonresponsive as a result of any error or omission in the Bid.
- 11) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.
- 12) Bidders may not modify the Bid Form or qualify their Bids.
- 13) Submission of a Bid signifies careful examination of the Contract Documents and complete understanding of the nature, extent and location of Work to be performed. The Bidder must complete the tasks listed in subsections "a" through "e" below, as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to the City that the Bidder has fully completed the following:
 - a) The Bidder has visited and investigated the site where the Work will be performed prior to bidding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the City, as well as from information presented by the Contract Documents, or any other information made available to the Bidder prior to receipt of bids. Any failure by the Bidder to become acquainted with the available information shall not relieve the Bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.
 - b) The Bidder shall be entitled to rely upon all information furnished to the Bidder in writing by the City with respect to the Project site and to make all inferences from it that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Bidder shall not be entitled to infer from City-supplied information any fact or condition which



would not be inferred by a bidder having knowledge and experience with similar work and, if the City-supplied information is inadequate or insufficient in any respect, the Bidder shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.

- c) The Bidder specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work.
 - d) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents; and
 - e) Bidder has given City or authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents; provided, the City reserves the sole and exclusive right, in its discretion, to revise the Contract Documents to the extent permitted by law.
- 14) Bidders may examine any available "as-built" drawings of previous work by giving City or authorized representative upon reasonable request, so long as the disclosure of the as-built drawings does not violate the intellectual property rights of a third party. The City will not be responsible for accuracy of "as-built" drawings.
- 15) All questions about the meaning or intent of the Contract Documents are to be directed to the City or its authorized representative. Interpretations or clarifications considered necessary by the City or its authorized representative in response to such questions will be issued by Addendum mailed or delivered to all persons who were previously supplied the Bidding Documents. Questions received less than seven (7) business days prior to the date for opening Bids may not be answered. Only questions answered by a formal written Addendum will be binding upon the City. Questions answered in a written format other than an Addendum, or verbal or other unwritten interpretations or clarifications will not be binding upon the City.
- 16) Addenda may also be issued to modify the Bidding Documents at the discretion of the City.
- 17) Addenda must be acknowledged by the Bidder in the Bid Form by number. Addenda are Contract Documents. A complete list of Addenda may be obtained from the City or its authorized representative.
- 18) For contracts of \$250,000.00 or more, subject to certain limited exceptions, NRS



338.020 requires the contractor and all subcontractors to pay at least the prevailing wage set by the Nevada Labor Commissioner in effect at the time of contract award, even if the prevailing wage rates are changed between the time of preparation of the specifications and the time of contract award. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Nevada Labor Commissioner and in effect at the time of the printing of the specifications, are included in the specifications. All Bidders are responsible for confirming whether any applicable prevailing wage rates are changed between the time of preparation of the specifications and the time of contract award. Current "Prevailing Wage Rates for Elko County" are included in the attachment at the end of the Contract Technical Specifications for the Project.

- 19) Pursuant to NRS 338.140(1)(b), the City is prohibited from drafting or causing to be drafted specifications for bids, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, calling for a designated material, product, thing or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. In the event equals are identified in the specifications, bids must be based on products and systems specified, or listed by name, in the Contract Documents or listed by name in Addenda. In the event the term "or equal" is used in the specifications, the following procedure must be followed for the approval of an equal:
- a) Any Bidder may request the City or its authorized representative to approve an equal prior to Bid opening, and each Bidder is encouraged to do so as soon as possible if its Bid will include an equal. However, no Bidder is required to make such a request.
 - b) If an equal item is approved prior to Bid opening, it must be listed on an Addenda to all prospective Bidders.
 - c) Requests for approval of an equal must contain sufficient information to permit the City or its representative to assess its suitability and impact on the Project. Insufficient information regarding the suitability of the equal shall be grounds for disapproval.
 - d) Nevada law permits the Contractor to submit data substantiating a request for approval of an equal up to seven (7) business days after the award.
 - e) If the request for approval of an "equal" is not given, the Bidder's Bid must be deemed nonresponsive (and the award rescinded if it has been made).



- f) Substitutions may be requested after the Contract has been signed, but only in accordance with requirements specified in the General Conditions and Specifications, and Nevada law.

20) Bids will be received at the City Clerk's Office at **1751 College Avenue, Elko, Nevada**. Bids will be opened in a conference room at the City offices.

- a. Envelopes or boxes containing Bids must be sealed, and marked with name and address of the Bidder, and addressed to:

**City of Elko
1751 College Avenue
Elko, Nevada 89801**

- b. Mark envelopes or boxes:

**BID FOR: ELKO SPORTS COMPLEX – PHASE 1
PROJECT FOR: City of Elko, Elko, Nevada**

21) By 5:00 p.m. of the **twentieth** business day following acceptance of Bids by the City Council, the bidder must deliver to the City proof that Bidder has taken out for the entire period covered by the proposed contract all insurance policies that would be required to perform the Contract. Proof of insurance may, without limitation, include a declaration page(s) and any other documents reasonably necessary to prove that all required insurance coverages are in effect at the time bids are submitted.,

Failure to properly and timely submit proof of insurance entitles the City Council to **reject the bid as non-responsive**, not issue a Notice to Proceed, and award the Contract to another Bidder.

- a. Any bid protest must be submitted in writing to **City legal counsel, David M. Stanton of Goicoechea, Di Grazia, Coyle & Stanton, Ltd., 530 Idaho Street, Elko, Nevada 89801** within five (5) business days after the date the recommendation to award a contract is issued by the City Council or its authorized representative. The 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. The protest must refer to the specific portions of all documents which form the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders with a direct financial interest which may be adversely affected by the outcome of the protest and/or who appear to have a reasonable prospect of receiving an award



depending upon the outcome of the protest.

- b. The City, to include its legal counsel, may investigate the protest.
 - c. A person filing a notice of protest may be required by the City at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in the State of Nevada or submit other security, in a form approved by the City, to the City 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: (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (b) Two hundred fifty thousand dollars.
 - d. 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 City on the protest.
 - e. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City has made a determination on the protest and awarded the contract.
 - f. Neither the City, nor any authorized representative of the City, is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.
 - g. 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 City in an amount equal to the expenses incurred by the City 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.
 - h. Bidders are advised to consult Nevada Revised Statutes 338.142 for requirements applicable to protests of awards of public works contracts.
- 22) Prior to award, the City Council reserves the right to reject any or all bids to the extent permitted by law including, without limitation, the right to reject any or all responsive bids or bids submitted by bidders determined to be not responsible. Bidders are advised that any bid may be rejected if the public interest would be served by such a rejection.
- 23) The City Council also reserves the right to waive technical defects to the extent such



defects are minor and the waiver does not provide any bidder with a competitive advantage over any other bidder.

- 24) Unbalanced bids and conditional bids are nonresponsive. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items. A "conditional bid" is one in which one or more specified prices may change after a bid is submitted.
- 25) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
- 26) In evaluating bids to determine the best bid (where required), the City Council will consider the qualifications of bidders; whether the bids are responsive (to include whether the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as are requested in the Bid Form or prior to the Notice of Award); whether the bidder is responsible; whether the quality of the services, materials, equipment or labor offered conforms to the approved plans or specifications; and whether the public interest would be served by such a rejection. The City may conduct such investigations as the City Council deems necessary to assist in this evaluation.
- 27) As a requisite to bidding on the work, bidders and their subcontractors must be properly licensed at the time of bid opening to perform all work bid under Chapter 624 of the Nevada Revised Statutes and Chapter 624 of the Nevada Administrative Code.
- 28) Unless all bids are rejected and except as otherwise provided under Nevada law, the contract will be awarded to the lowest responsive, responsible bidder.
- 29) For public works contracts of \$250,000.00 or more, NRS 338.147 requires the City to award the contract to the contractor who submits the best bid. Bidders are directed to NRS 338.147 for the criteria used to determine the best bid, which includes criteria for determining the lowest bid.
- 30) Bids may not be withdrawn (1) within sixty (60) calendar days following the date of bid opening or (2) after the contract has been awarded.

END OF DOCUMENT



3.0 PUBLIC WORKS CONTRACT

(NEVADA REVISED STATUTES CHAPTER 338)

This Contract is made and entered into on this ___ day of _____, 20__ (hereinafter the "Effective Date") between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "Owner") and:

which party is a

(name and describe individual and/or type of business entity, including state of formation or incorporation, where applicable) hereinafter "Contractor."

RECITALS

WHEREAS, Owner intends to award a contract for the performance of a public works project known as the **ELKO SPORTS COMPLEX – PHASE 1**

(hereinafter the "Project");

WHEREAS, the Project is generally described as follows: Construction of three ball fields with a concession stand, public areas, utilities, irrigation, electrical components, and associated parking areas and access driveway.

WHEREAS, Contractor was selected to perform the Project in accordance with Chapter 338 of the Nevada Revised Statutes and to complete the work in accordance with the Contract Documents (defined below) (hereinafter the "Work");

NOW, THEREFORE, for and in consideration of the above recitals and for good and valuable consideration as further described herein, the parties agree as follows:

ARTICLE ONE - DESCRIPTION OF WORK

Contractor shall perform all Work needed to complete the Project in accordance with this Contract and the documents attached hereto and incorporated herein as

Exhibits 1 through 17, as follows:



- Exhibit 1** Bid Form
- Exhibit 2** Bid Proposal Guarantee (including Bid Bond, if applicable)
- Exhibit 3** Bidder Experience Qualifications
- Exhibit 4** Designation of Subcontractors with 1% & 5% Subcontractor Lists
- Exhibit 5** Affidavit of Non-Collusion
- Exhibit 6** Certification of Bidder Regarding Penalties for Non-Compliance with Nevada Prevailing Wage Requirements
- Exhibit 7** Fringe Benefit Plan, Fund or Program Disbursement Information
- Exhibit 8** Drawings (including plans, maps, plats and blueprints)
- Exhibit 9** Performance Bond
- Exhibit 10** Payment Bond
- Exhibit 11** Notice of Award
- Exhibit 12** Notice to Proceed
- Exhibit 13** Standard Specifications and Details for Public Works Construction (Orange Book) *2016 Revised Edition* (see the following URL: <http://www.rtcwashoe.com/wp-content/uploads/2017/12/Orange-Book-2016-Version.pdf>) (hard copy not attached to Contract)
- Exhibit 14** General Provisions (depending upon applicable requirements)
- Exhibit 15** Special or Supplemental Provisions
- Exhibit 16** Technical Specifications
- Exhibit 17** Prevailing Wage Rates - Elko County or Davis-Bacon Wage Rates

This Contract and **Exhibits 1 through 17** are herein referred to collectively as the “Contract Documents.” The Work shall include all items identified as Additive Alternates in the Notice of Award. Unless otherwise indicated in the Contract Documents, the Work shall not include design work, which Owner shall procure through a separate contract or contracts with design professionals, nor shall the Work include work performed by Owner or items identified as Deductive Alternates in the Notice of Award.

In the event of an inconsistency between the terms of this Contract and any of the Contract Documents attached hereto as **Exhibits 1 through 17**, the terms of this Contract shall prevail.



ARTICLE TWO
CONTRACT PRICE

Owner agrees to pay Contractor for the Work the total price of:

\$ _____

(hereinafter the "Contract Price"), which includes all labor, materials, and (where applicable) architectural and engineering plans necessary for the erection and completion of the Work as described in the Plans and Specifications and in accordance with the Contract Documents. Payment of the Contract Price is subject to approved additions or approved deductions in accordance with the provisions of this Contract.

ARTICLE THREE - STARTING AND COMPLETION DATES

Construction under this Contract shall begin no later than the date indicated on the "Notice to Proceed" to be issued by Owner after execution of this Contract. Subject to written extensions of time or delays authorized by Owner or stoppage of Work as permitted in this Contract, the Work shall be substantially completed no later than three hundred sixty-five (365) calendar days, after the Commencement Date indicated on the Notice to Proceed, which will be issued by the Owner on or after the Effective Date. Notwithstanding the preceding sentence, the City may, in its sole discretion and upon the written request of the contractor, extend the date by which substantial completion must be achieved by up to one hundred twenty (120) calendar days in order to account for inclement weather or other seasonal limitations. The time between the Commencement Date and the date by which substantial completion must be achieved is hereinafter referred to as the "Contract Time." In the event the Work has not been completed in accordance with the terms of this Contract, including written extensions of time and stoppages of Work as permitted by this Contract, or in the event the Contractor abandons the Work, the Owner may contract with a third party for completion of the Work, in which event the Contractor shall pay to Owner the additional cost for the portion of the Work completed by the third party. The foregoing is in addition to any other remedies provided under this Contract.



ARTICLE FOUR - CONTRACT DOCUMENTS

The Contract Documents on which the Contract between Owner and Contractor is based and which contain the Plans and Specifications in accordance with which the Work is to be done are as follows:

- A. This Contract, with any supplementary contracts and conditions attached hereto which are signed by both parties;
- B. **Exhibits 1 through 17**, which have been incorporated by reference herein; and
- C. Written Work Change Orders properly issued.

The Contract Documents together form the contract for the Work herein described. The parties intend that the Contract Documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work, and all items and conditions of payment. The documents also include all work and procedures not expressly indicated therein necessary for proper execution of this Project.

ARTICLE FIVE - DUTIES AND AUTHORITY OF THE OWNER

The duties and authority of the Owner are as follows:

- A. General Administration of Contract. General administration of the contract to ensure compliance with design plans.
- B. Access to Work Site for Inspections. Owner, or Owner's agents, shall be given free access to the Work at all time during its preparation and progress.
- C. Payment and Acceptance of Work.

(1) Application for Progress Payment. As a prerequisite to Contractor's entitlement to a progress payment, Contractor shall first submit to Owner for review an



Application for Progress Payment filled out and signed by Contractor covering the Work completed to that date, and accompanied by such supporting documentation as is required by the Contract documents. If payment is requested on the basis of materials and equipment not yet incorporated into the Work, but delivered and suitably stored at the site or at another location designated by Contractor, the Application for Progress Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens (to include lien waivers, if appropriate), charges, security interests and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interests therein, all of which will be satisfactory to Owner.

(2) Progress Payments. Except as otherwise provided herein, Owner shall pay to Contractor the amount indicated on each Application for Progress Payment within thirty (30) calendar days of the date it is submitted to the Owner. All Progress Payments are subject to the requirements of NRS 338.515 (Time for making payments; amounts paid; amounts withheld as retainage; rate of interest paid on amounts withheld; powers of Labor Commissioner when worker is owed wages), as amended.

(3) Payment Upon Final Completion. Payment of any outstanding balance shall be paid in accordance with NRS 338.520 upon occupancy, use or recording of notice of completion, less amounts previously paid for the Work or amounts which Owner is required to withhold by order of the Nevada Labor Commissioner pursuant to NRS 338.515. In the event any liens are filed on the Project, those sums shall be withheld from the final retention payment, until such liens are resolved and removed. Upon final acceptance of the completed Work, Owner may publish a Notice of Completion. Contractor acknowledges and agrees that "substantial completion" is not equivalent to final completion.

D. Work Performed by Owner. This Contract specifically allows Work to be performed by Owner. Contractor assumes no responsibility for work performed by Owner and Owner shall release and hold harmless Contractor for any deficiencies in such work, and shall indemnify and defend Contractor from and against any and all claims arising from or in any manner related to Work performed by Owner. Owner shall, upon Contractor's request, identify in writing all work performed by Owner which is included



within the scope of the Work and the Contract Price shall thereafter be reduced by the amount Contractor would have otherwise charged for the work pursuant to the Contract.

ARTICLE SIX - RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

A. Responsibility for and Supervision of Construction. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability, and give the Work all attention necessary for such proper supervision and direction.

B. Furnishing of Labor, Materials. Contractor shall provide and pay, if necessary, for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, transportation, and all other facilities and services necessary for the proper completion of Work on the project in accordance with the Contract Documents.

C. Compliance with Construction Laws and Regulations. The Contractor and any subcontractor or other person who provides labor, equipment, materials, supplies or services for the Work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing and registration requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

D. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on this project, for those of its subcontractors and their employees, and for those of all other persons doing Work under a contract with Contractor.

E. Materials Warranty. In addition to any other warranties set forth herein, Contractor represents and warrants to Owner that the materials used in the Work, and



made a part of the structure on the Property or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties hereto that materials not so in conformity are defective.

F. Clean-up. Contractor agrees to remove all such waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its Work at the site, to conduct general clean-up operations.

G. Indemnity and Hold Harmless Contract. Contractor agrees to indemnify and hold harmless Owner, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the Work herein, which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Contractor's intentional or negligent act or omission. Owner agrees to indemnify and hold harmless Contractor, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein (to include work performed by Owner), which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Owner's intentional or negligent act or omission.

H. Safety Precautions and Programs. Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary for the reasonable safety of the Work. In this connection, Contractor shall take reasonable precautions for the safety of all Work employees and other persons whom the Work might affect, all labor and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations and orders.

I. Subcontractors. Contractor acknowledges that it has provided Owner with a list or lists of all subcontractors which Contractor shall use for the Work to be performed herein in compliance with NRS 338.141(1) (b).



J. Payment of Materialmen. Contractor shall promptly pay all materialmen, subcontractors and other persons furnishing labor, material, goods or services to the Work, and shall indemnify and hold Owner harmless from any liens filed by such persons or entities including reasonable attorney fees and court costs incurred in connection herewith.

K. Sales Taxes. Contractor shall be responsible for the payment of all sales, use, gross receipts or other taxes related to Contractor's Work under this Contract.

L. Worker's Compensation. Contractor shall, at its sole cost and expense, be responsible for providing or assuring that worker's compensation coverage is provided to or by, all persons or entities providing labor in connection with the Work as required under the laws of the State of Nevada.

M. Employee Benefits. Contractor shall be responsible at its sole cost and expense for payment of any or all employee benefits taxes, including but not limited to unemployment, social security, retirement, health, welfare or any other fringe benefit in connection with any Work performed by Contractor.

N. Fees, licenses and Permits. Except as otherwise provided in this Subsection N, Contractor shall be responsible for fees (to include inspection fees), licenses and permits required by a governmental entity, to include, without limitation, the City of Elko. Notwithstanding the foregoing, Owner shall pay for or waive the following fees and/or permits to the extent required for the performance of the Work:

1. Construction layout surveying will be provided by the City of Elko
2. Quality control testing will be provided by the City of Elko.
3. Building permit fees will not be charged (no-fee permits are required).
4. Sewer and water connection fees will be paid by the City of Elko.

O. No Assignment of Payments. Contractor shall not assign the right to receive any payments due under this Contract except with the prior written consent of the Owner.

P. Capacity of Contractor. Contractor has the financial capacity to pay all



debts incurred in the performance of the Work, and possesses or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the Work within the Contract Time, to include the retention of appropriate subcontractors.

Q. Financial Capacity of Subcontractors. Contractor will ensure that all subcontractors it retains will have the financial capacity to pay all debts incurred in the performance of the portion of the Work for which they are subcontracted, and will possess or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the portion of the Work for which they are subcontracted within the Contract Time.

R. Licensing. Contractor is authorized to do business in the State of Nevada, is licensed for the type of work to be performed herein and holds Nevada Contractor's License Number(s):

S. Site Inspection and Research. Contractor has visited the Property and has performed sufficient research necessary to familiarize itself with the Property and any special or local conditions, to include climate, topography and geographic location that have the potential to materially impact its ability to perform the Work within the Contract Time. Contractor has also reviewed all reasonably available reports (including geotechnical reports), test results, drilling logs and studies pertaining to subsurface conditions at the Property. Based upon the foregoing, Contractor has determined that it can perform the Work within the Contract Time.

ARTICLE SEVEN - INSURANCE

A. Contractor's Liability Insurance. Contractor agrees to keep in force at his



own expense during the entire period of construction of the project such liability insurance as will protect it from claims, under worker's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this Contract, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limit for bodily injury on such insurance shall not be less than Two Million Dollars (\$2,000,000.00). Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this contract. Unless previously provided, proof of such insurance shall be filed by Contractor with Owner within five (5) calendar days after execution of this contract.

B. Owner's Liability Insurance. Owner shall maintain premises liability in the amount of Two Million Dollars (\$2,000,000.00).

C. Property Damage Insurance. Contractor shall be solely responsible for any losses to his own equipment through fire, vandalism or other perils.

D. Fire and Perils Waiver. Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided herein.

ARTICLE EIGHT - CORRECTING WORK

When it appears to Contractor during the course of construction that any Work does not conform to the provision of the Contract Documents, Contractor shall make necessary corrections so that such Work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in Work supervised by Contractor or by a subcontractor.

ARTICLE NINE - CONTRACTOR'S WARRANTY

Contractor further represents and warrants that the Work will be performed in a good and workmanlike manner, in conformance with the Contract Documents and free from any and all defects. For a period of one (1) year after final acceptance by the Owner or within such longer period as may be prescribed by law, Contractor shall, at its own expense, promptly repair, replace, rebuild or restore any portion of the Work that is



determined by the Owner to be defective or not in conformance with the Contract Documents.

ARTICLE TEN - MANUFACTURER'S WARRANTIES

To the extent available to Contractor, Contractor shall deliver to Owner guarantees or warranties provided by the manufacturers of specific products utilized in the performance of the Work and installed or constructed on the Property.

ARTICLE ELEVEN - CHANGES IN THE WORK

A. Owner's Change Orders. Without invalidating the Contract, Owner may at any time, from time-to-time, order additions, deletions, or revisions in the Work that do not result in a material change to the scope of Work. These will only be authorized by written Change Orders. Change Orders are to be negotiated solely with Contractor or its authorized representative and not with subcontractors or materialmen. Upon receipt of a written Change Order, Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in ARTICLE TWELVE or ARTICLE THIRTEEN.

B. Owner's Field Orders. Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. If Contractor believes that any minor changes or alterations by Owner entitle it to an increase in the Contract Price, Contractor may suspend Work until the Owner and Contractor agree upon the increased price.

C. Unauthorized Additional Work. Additional Work performed by Contractor without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

D. Execution of Change Orders. Owner will, upon approval, execute appropriate Change Orders prepared by Contractor covering changes in the Work to be



performed and any other claim of Contractor for a change in the Contract Time or the Contract Price that is reasonable.

E. Writing Required. All Change Orders of whatever type or nature must be in writing and signed by an authorized representative of the Owner. Accordingly, wherever the context of this Contract indicates that Owner approval is required, such approval must be as described in this ARTICLE ELEVEN, E, herein.

F. Suspension of Work. Notwithstanding any other provision herein, Contractor may not suspend Work based on a written Change Order affecting price or adding time unless the change requested materially affects Contractor's ability to perform the remainder of the Work within the price or time frames of the original Contract.

G. No Material Changes to Scope. In no event shall a Change Order cause a material change to the scope of the Work.

ARTICLE TWELVE - CHANGE OF CONTRACT PRICE

A. Total Compensation. The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

B. Necessity of Change Order. The Contract Price may only be changed by a Change Order approved by the Owner and the Contractor. Any claim for an increase in the Contract Price shall be in writing and delivered to Owner. All claims for adjustments in the Contract Price resulting from any such claim shall be incorporated in a written Change Order. Subject to the limitations in ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the Change Order changing the Contract Price.

C. Determination of Value of Change Order Work. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined by multiplying the applicable quantity by the unit price indicated



in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. In such case, Contractor will submit an itemized cost breakdown together with supporting data.

D. Amount of Credit to Owner. The amount of credit to be allowed by Contractor to Owner for any such change that results in a net decrease in costs, will be determined by multiplying the applicable quantity by the unit price indicated in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

ARTICLE THIRTEEN - CHANGE OF THE CONTRACT TIME

A. Necessity of Change Order. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing delivered to Owner by Contractor within five (5) calendar days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be agreed upon in writing by the Owner and Contractor. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Subject to the limitations of ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the change in Contract Time.

B. Delays Beyond Contractor's Control. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if Contractor makes a claim for such extension(s) as provided in Section A of this ARTICLE THIRTEEN. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, flood, labor disputes, epidemics, abnormal weather conditions, unanticipated site conditions or Acts of God, suspension of Work by Contractor resulting from Owner and Contractor failing to agree on Change Orders and work stoppage as set forth in Section C, below. Notwithstanding all provisions herein to the contrary, delays beyond sixty (60) calendar days, for any reason, permit the Owner to terminate this Contract on ten (10) calendar days' prior written notice. In such instance, Owner shall be liable to Contractor for all Work performed to the date of termination.



ARTICLE FOURTEEN - NOTICES

Any and all notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, by facsimile or by e-mail, read receipt, as follows:

<u>Contractor:</u>	Name:	_____
	Attention:	_____
	Address:	_____

	Facsimile:	_____
	E-Mail:	_____

<u>Owner:</u>	Name:	City of Elko
	Attention:	Shanell Owen, City Clerk
	Address:	1751 College Avenue, Elko, Nevada 89801
	Facsimile:	775-777-7129
	E-Mail:	sowen@elkocitynv.gov

Such addresses may be changed by the party entitled to receive notice any time upon this notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

ARTICLE FIFTEEN - EARLY TERMINATION FOR FAILURE TO REMEDY DEFAULT

A. Failure to Remedy Default; Early Termination. If Contractor defaults in performance of any material provision herein and Contractor fails to commence reasonable efforts to remedy such default after thirty (30) calendar days' written notice from the Owner specifying the default, Owner may then terminate this Contract before the



completion date hereof without prejudice to any other remedy Owner may have.

B. Cost to Complete Project to be Reimbursed. If Owner terminates the Contract due to a breach in the terms of the Contract by Contractor, and is thereby required to retain a different contractor to complete the Project, any related increase in the total cost of the Project will be at Owner's sole discretion, will be withheld from any retention held by Owner, will be obtained from the proceeds of any applicable bond(s) posted by the Contractor and/or will be reimbursed by the Contractor to the Owner immediately upon demand.

ARTICLE SIXTEEN - LIQUIDATED DAMAGES

A. Liquidated Damages for Failure to Timely Achieve Substantial Completion. It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents.

B. Interest. Interest shall accrue on all unpaid liquidated damages at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date of the liquidated damages accrue, plus 2 percent. The rate shall be adjusted accordingly on each January 1 and July 1 thereafter until the liquidated damages are paid in full.

C. Owner's Right of Offset. In the event there are sums due to Contractor from



Owner subsequent to the date upon which liquidated damages begin to accrue, Owner may thereafter offset and deduct from such sums the amount of any liquidated damages then accrued and Contractor shall not thereafter be entitled to recover the difference from Owner.

D. Remedy not Exclusive. Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. Contractor shall pay liquidated damages to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein. Liquidated damages only represent damages for administrative costs, overhead and loss of public use caused by Contractor's delay. The imposition or recovery of liquidated damages by Owner shall in no manner affect Owner's ability to recover any other damages caused by Contractor's default to include, without limitation, the cost of completion.

ARTICLE SEVENTEEN - ADDITIONAL PROVISIONS

A. Integration. This Contract and the exhibits hereto constitute the entire contract between the parties with respect to the Work and supersede all prior agreements, offers and negotiations (to include, without limitation, the Invitation to Bid and Instructions to Bidders, unless otherwise specifically stated herein) and may not be amended except by a contract in writing signed by the parties.

B. Binding on Assigns and Successors. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs and assigns and successors.

C. Choice of Law; Jurisdiction and Venue. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and in the event of a breach of this contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada. Irrespective of any statutory provision to the contrary, jurisdiction and venue for any action shall be in the Fourth Judicial District Court of the State of Nevada, in and for the County of Elko. The parties understand that statutory provisions may permit venue in locations other than the County of Elko; however, the parties hereby voluntarily waive any such



statutory provisions.

D. Captions and Headings. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of the Contract.

E. Attorney Fees and Costs to Prevailing Party. Should either party be required to seek legal action to enforce or interpret the terms and conditions of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.

F. Ambiguities. Each party has reviewed this Contract with counsel; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Contract.

G. Unenforceability of Provisions. In the event that one or more of the provisions, or portions thereof, of the Contract is determined to be illegal and unenforceable, the remainder of the Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

H. Further Documents. Contractor and Owner agree to execute all documents necessary to complete the Contract described herein.

I. Waiver. Any waiver of one or more defaults or breach of any term of this Contract shall not be construed to constitute a waiver of future defaults or breaches of the terms of this Contract.

J. Signatures. The parties agree that this Contract may be executed by electronic or facsimile signatures, which shall have the same effect as original signatures of the parties. Also, this Contract may be executed in counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the original. The signatories to this Contract are authorized to execute this instrument on behalf of the respective parties.



K. Mediation. The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between Contractor and Owner arising out of or relating to this Contract or the breach thereof, the Project, or the Work (“disputes”) shall first be submitted to negotiation. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. If after thirty (30) calendar days from the date the dispute arose negotiations prove unsuccessful in whole or in part, any remaining disputes shall be submitted to a mediator and the mediation shall be performed expeditiously by a mediator located in Elko County, Nevada. In the event a mediator cannot be located in Elko County, Nevada, the parties agree to split the cost for a mediator to travel to Elko County, Nevada to mediate such claims.

Pending final resolution of any dispute, including mediation in accordance with this Section, Contractor shall proceed diligently with performance of the Work to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the progress of the Work generally and Owner shall continue to make payments to Contractor in accordance with this Agreement to the extent unrelated to the dispute. To the extent necessary in light of the circumstances, the Contract Time shall be extended by the period of time necessary to resolve any dispute. Such performance by Contractor and payment by Owner shall not operate to waive or estop either party from pursuing the claim which gave rise to the dispute.

If the mediation does not occur within ninety (90) calendar days of such dispute, or if the mediation is conducted and all disputes are not therein resolved, then either party may file an action in the Fourth Judicial District Court, Elko, County, Nevada. All applicable statutes of limitations and the like shall be tolled while the requirements of this provision are pending, but only as to the disputes hereby submitted for negotiation or mediation.

L. Approval by City Council and Execution by City Official (s). Notwithstanding any other provision herein contained, this Contract shall not be binding on the Owner until it has been approved by the City Council and executed by its authorized official(s).

**[Remainder of page intentionally left blank.
Signature Page Immediately Follows]**



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first hereinabove written.

OWNER:

CITY OF ELKO

By: _____
MAYOR

CONTRACTOR (Company Name):

By: _____

Title: _____

ATTEST:

SHANELL OWEN, City Clerk



4.0 EXHIBITS

EXHIBIT 1 - BID FORM

THIS FORM, FULLY COMPLETED, MUST BE USED FOR ALL BIDS

TO THE CITY OF ELKO, NEVADA:

The undersigned bidder hereby offers, in the amount stated in Exhibit 1 – Bid Form, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, incidental items and permits (except as otherwise stated in the Contract Documents) for the construction of the Project, described as follows:

ELKO SPORTS COMPLEX – PHASE 1

The bidder agrees that the work will be performed in accordance with the Contract Documents together with incidental items necessary to complete the work to be constructed in accordance with the Contract, any and all Exhibits to the Contract, Exhibit 16 – Technical Specifications, Exhibit 8 – Project Construction Plans and also in accordance with the "Standard Specifications and Details for Public Works Construction", 2016 Revised Edition, and amendments (Orange Book) as adopted by the City of Elko, Nevada.

BASE BID

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
CLEARING / EARTHWORK						
1	337 01200	Mobilization @ _____ _____ per Lump Sum.	1	Lump Sum		
2	City Standard	SWPPP Includes 10' x 10' basin below existing stormwater outflow pipe Includes filter fence around soil and fill stockpile areas. @ _____ _____ per Lump Sum.	1	Lump Sum		



3	300.00	Site Clearing Grubbing to be stockpiled on site in future phase area Concrete debris to be stockpiled in future phase area Concrete curb cutting/removal covered in Civil bid schedule Includes clearing wetland/restoration area @ _____ _____ per Acre.	61.12	Acres		
4	31 2316	Topsoil Stripping and Stockpile 6" depth Includes wetland/restoration area Includes future work areas Includes fine grading of landscape areas @ _____ _____ per Acre.	61.12	Acres		
5	31.2316	Topsoil placement Includes placement of 6" of topsoil to all planted areas Includes 6" topsoil placement on wetland/restoration area @ _____ _____ per Cubic Yard.	11,665	Cubic Yards		
6	303.00	Excavation and Rough Grading Includes wetland & restoration cut (approx. 40,000 yards) Includes stockpile of excess fill material (approx. 20,000 yards) @ _____ _____ per Cubic Yard.	136,000	Cubic Yards		

ELECTRICAL UTILITIES

7	Section E	Electrical Service Connection, Includes transformer and concrete pad @ _____ _____ per Lump Sum.	1	Lump Sum		
8	Section E	(P-2) Parking Lot Lighting Includes pole base, conduit, conductor, junction box Includes trenching, backfill, compaction @ _____ _____ per Each.	4	Each		
9	Section E	(P-1) Parking Lot Lighting Includes pole base, conduit, conductor, junction box Includes trenching, backfill, compaction @ _____ _____ per Each.	7	Each		



10	Section E	(R-1) Roadway Lighting Includes pole base, conduit, conductor, junction box Includes trenching, backfill, compaction @ _____ _____ per Each.	1	Each		
11	Section E	(W-1) Walkway Lighting Includes pole base, conduit, conductor, junction box Includes trenching, backfill, compaction @ _____ _____ per Each.	10	Each		
12	Section E	(R-1) Roadway Lighting (Pole Base Only) Includes pole base, conduit & pull string, junction box Includes trenching, backfill, compaction @ _____ _____ per Each.	4	Each		
13	Section E	(W-1) Walkway Lighting (Pole Base Only) Includes pole base, conduit & pull string, junction box Includes trenching, backfill, compaction @ _____ _____ per Each.	4	Each		
14	Section E	Scoreboard Power -Includes conduit, conductor junction box and connection to scoreboard -Includes trenching, backfill, compaction @ _____ _____ per Lump Sum.	1	Lump Sum		
15	Section E	Dugout Power (6 Dugouts) Includes receptacle, conduit, conductor junction box Includes trenching, backfill, compaction @ _____ _____ per Lump Sum.	1	Lump Sum		
16	Section E	Irrigation Pump Station Power Includes conduit, conductor junction box Includes trenching, backfill, compaction @ _____ _____ per Lump Sum.	1	Lump Sum		
17	Section E	Security Camera Includes excavation, pole base and pole @ _____ _____ per Lump Sum.	1	Lump Sum		



18	Section E	Flagpole Lighting Includes conduit, conductor, junction box Includes trenching, backfill, compaction @ _____ _____ per Each.	3	Each		
19	Section E	Sports Lighting Components Includes conduit, pull strings, junction boxes, no conductor. Includes trenching, backfill, and compaction. @ _____ _____ per Each.	15	Each		

SITE CONCRETE / ASPHALT (EXCLUDING ROADS OR PARKING LOT)

20	32 3213	Retaining Planter Wall (center of complex) Includes subgrade excavation preparation and fine grading Includes foundation, agg. base, reinforcing steel, and skate stoppers @ _____ _____ per Cubic Yard.	75	Cubic Yards		
21	Per Detail	Concrete Stairs, Cheek walls, Handrails Includes subgrade excavation preparation and fine grading Includes foundation, agg. base, reinforcing steel, and hand rail installation @ _____ _____ per Cubic Yard.	16	Cubic Yards		
22	312 0300	6" Concrete Flatwork Includes subgrade excavation preparation and fine grading Includes 4" type 2 agg. Base @ _____ _____ per Square Foot.	28,148	Square Feet		
23	312 0300	6" Colored Concrete Flatwork Includes subgrade excavation preparation and fine grading Includes 4" type 2 agg. Base @ _____ _____ per Square Foot.	23,220	Square Feet		
24	312 0300	4" Concrete flatwork Includes subgrade excavation preparation and fine grading Includes 4" type 2 agg. Base @ _____ _____ per Square Foot.	6,867	Square Feet		
25	Per Detail	Concrete mow curb 6"x6" at main entry Includes subgrade excavation preparation and fine grading Includes, reinforcing steel and 4" type 2 agg. base @ _____ _____ per Lineal Foot.	72	Lineal Feet		



26	Per Detail	6' Precast Concrete Fence Includes grading, footings for posts and agg. base @ _____ _____ per Lineal Foot.	1,950	Lineal Feet		
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SITE FURNISHINGS / AMENITIES

27	Per Detail	Removable Steel Bollards Includes footing, sleeve, and agg. base @ _____ _____ per Each.	3	Each		
28	Per Detail	Permanent Steel Bollard Includes footing, and agg. base @ _____ _____ per Each.	1	Each		
29	12 9400	Seating Area Shade Canopy Includes engineered shop drawings Includes excavation, footings, and agg. base @ _____ _____ per Each.	3	Each		
30	Per Detail	Vehicle Swing Gates Includes engineered shop drawings Includes excavation, footings, and agg. base @ _____ _____ per Each.	1	Each		
31	Per Detail	8" CMU Dumpster Enclosure Includes excavation, footing and agg. base Includes steel doors, engineered shop drawing required for doors @ _____ _____ per Lump Sum.	1	Lump Sum		
32	Per Detail	40' Flag Pole & Paver Path to Pole Includes concrete base and pad Includes integration of flagpole power and light fixtures in pad Includes 4" type 2 agg. base @ _____ _____ per Lump Sum.	1	Lump Sum		

PLAYING FIELDS

33	Section C	Baseball Playing Field 325' (natural grass) Includes all materials and systems included in SR series sheets @ _____ _____ per Each.	2	Each		
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34	Section C	Baseball Playing Field 250' (natural grass) Includes all materials and systems included in SR series sheets @ _____ _____ per Each.	1	Each		
35	11 6843	Scoreboard Includes engineered shop drawings Includes excavation, footings, and agg. base @ _____ _____ per Each.	3	Each		
36	11 5213	Sports Equipment @ _____ _____ per Lump Sum.	1	Lump Sum		

**PLANTING AND MULCH (EXCLUDES
PLAYING FIELDS)**

37	32 9219	Lawn Area (excluding playing fields and central lawn area) Furnish and install hydro-mulch turf seed @ _____ _____ per Square Foot.	93,630	Square Feet		
38	32 9260	Native Area Furnish and install native border zone hydro- mulch seed @ _____ _____ per Acre.	3.88	Acres		
39	32 9113.16	Rock Mulch in Drain Channel: 3" - 8" Cobble 8" Depth @ _____ _____ per Cubic Yard.	150	Cubic Yards		
40	Per Detail	Landscape Boulders in Drain Channel: 1' x 1' - 3' x 3' Furnish and install boulders per detail / plans @ _____ _____ per Each.	200	Each		
41	32 9260	Bottom of Detention Basins Furnish and install wetland hydro-mulch seed @ _____ _____ per Acre.	0.11	Acres		

**IRRIGATION (EXCLUDES PLAYING
FIELDS)**

42	32 8423	Lawn Area outside of playing fields (excludes lateral irrigation for central lawn area) Includes mainline, point of connection equipment, irrigation clock, communication wire, and associated equipment @ _____ _____ per Square Foot.	93,630	Square Feet		
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43	32 8423	Planted Beds (Drip Zones) Includes all equipment for non-turf drip zones @ _____ _____ per Square Foot.	20,000	Square Feet		
44	32 8423	Native Area (Point Source Emitter Zones Only) Includes all areas receiving native border zone seed Includes valves, pipe, emitters based on plant quantities and spacing @ _____ _____ per Each.	646	Each		
45	32 8423	Water Source to Wetlands 2" pvc pipe and valve @ _____ _____ per Lineal Foot.	700	Lineal Feet		
46	Per Detail	Pump Station Includes engineered shop drawings by vendor Includes offloading and set station, tie in to water source, connection to power stub, start up and testing Includes concrete pad and cabinet as specified @ _____ _____ per Lump Sum.	1	Lump Sum		

**WETLAND MITIGATION AND
RESTORATION AREA**

47	32 9260	Wetland Seed Mix Hydro-mulch @ _____ _____ per Acre.	4.9	Acres		
48	32 9260	Upland Seed Mix Hydro-mulch @ _____ _____ per Acre.	5.1	Acres		
49	32 9260	Transition Seed Mix Hydro-mulch @ _____ _____ per Acre.	1.5	Acres		
50	32 9000	Deciduous Trees: 2" Ball and Burlap Furnish and install trees per plan and specification @ _____ _____ per Each.	141	Each		
51	32 9000	Shrubs: 1 Gallon Furnish and install shrubs per plan and specification @ _____ _____ per Each.	300	Each		



52	32 9000	Willow Whips Furnish and install willow whips per plan and specification @ _____ _____ per Each.	3,900	Each		
53	32 9000	Sedge and Rush Seedlings Furnish and install wetland seedlings per plan and specification @ _____ _____ per Each.	54,200	Each		

ARCHITECTURE

54	Section D	Comfort Station / Concessions @ _____ _____ per Lump Sum.	1	Lump Sum		
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CIVIL WORK

55	301 0100	Sawcut Existing AC Errecart Access @ _____ _____ per Lineal Foot.	100	Lineal Feet		
56	301 0200	Remove Existing AC - Errecart Access @ _____ _____ per Square Yard.	217	Square Yards		
57	308 0100	10" Aggregate Base: Future Road & Cul-de-Sac @ _____ _____ per Square Yard.	2,740	Square Yards		
58	308 0210	6" Aggregate base @ _____ _____ per Square Yard.	12,000	Square Yards		
59	316 0100	Tack Coat @ _____ _____ per Square Yard.	2,000	Square Yards		
60	320 0100	Plant mix (AC 3") @ _____ _____ per Square Yard.	10,000	Square Yard		
61	320 0110	Plant mix (AC 4") @ _____ _____ per Square Yard.	2,000	Square Yards		
62	324 0100	Parking Lot & Road Striping and Markings @ _____ _____ per Lump Sum.	1	Lump Sum		
63	324 0200	Pavement Markings ADA access aisles @ _____ _____ per Lump Sum.	1	Lump Sum		
64	332 0100	Traffic Control - Phase 1 @ _____ _____ per Lump Sum.	1	Lump Sum		



65	332 0200	New Permanent Signs - per MUTCD (Stop & handicap signs) @ _____ _____ per Square Feet.	80	Square Feet		
66	312 0100	Concrete Curb and Gutter Type 1 (includes 6" Type 2 Agg Base) @ _____ _____ per Lineal Foot.	1,396	Lineal Feet		
67	312 0200	Concrete Median Curb (Includes 6" Ty 2 Base) @ _____ _____ per Lineal Foot.	1,300	Lineal Feet		
68	312 0300	Concrete Sidewalk - 5' width (includes 4" Type 2 Ag Base) Access Rd. @ _____ _____ per Square Yard.	310	Square Yards		
69	312 0400	Concrete Valley Gutter @ _____ _____ per Square Yard.	110	Square Yards		
70	312 0500	ADA Ramp in Parking area Detail sheet C-27 w/ Domes @ _____ _____ per Square Yard.	60	Square Yards		
71	303 0100	Grading of 2' Depth Drainage Ditch @ _____ _____ per 100 Feet.	9	STA(100')		
72	303 0200	Grading of 4' Depth Drainage Ditch @ _____ _____ per 100 Feet.	6	STA(100')		
73	306 0001	18" drainage junction structures @ _____ _____ per Each.	1	Each		
74	306 0002	24 " drainage junction structures @ _____ _____ per Each.	7	Each		
75	306 0100	6 inch dia. Corrugated PP N-12 storm drain @ _____ _____ per Lineal Foot.	140	Lineal Feet		
76	306 0200	10 inch dia. Corrugated PP N-12 storm drain pipe @ _____ _____ per Lineal Foot.	245	Lineal Feet		
77	306 0300	12 inch dia. Corrugated PP N-12 storm drain pipe @ _____ _____ per Lineal Foot.	40	Lineal Feet		
78	306 0301	18 " Dia. Corrugated PP N-12 storm drain pipe @ _____ _____ per Lineal Foot.	990	Lineal Feet		



79	306 0400	24" dia. Corrugated PP N-12 Storm drain pipe @ _____ _____ per Lineal Foot.	840	Lineal Feet		
80	306 0500	30" dia. Corrugated PP N-12 storm drain @ _____ _____ per Lineal Foot.	330	Lineal Feet		
81	306 0600	42" dia. Corrugated PP N-12 storm drain @ _____ _____ per Lineal Foot.	950	Lineal Feet		
82	306 0700	48 " dia. Corrugated PP N-12 storm drain @ _____ _____ per Lineal Foot.	540	Lineal Feet		
83	306 0800	Concession & field drainage inlets @ _____ _____ per Each.	6	Each		
84	305 0100	Grading Fill – Berms @ _____ _____ per Cubic Yard.	30	Cubic Yards		
85	305 0200	Rock Riprap inlet and outlet Protection @ _____ _____ per Square Yard.	130	Square Yards		
86	305 0300	Grouted Rip Rap @ _____ _____ per Square Yard.	300	Square Yards		
87	323 0200	Type 4R drainage inlet @ _____ _____ per Each.	4	Each		
88	323 0300	60" dia. Storm Drain Manholes @ _____ _____ per Each.	5	Each		
89	323 0400	48" dia. Sanitary Sewer Manholes @ _____ _____ per Each.	7	Each		
90	306 0700	12" dia. PVC SDR-35 Sanitary Sewer Pipe @ _____ _____ per Lineal Foot.	2,035	Lineal Feet		
91	306 0800	8" dia. PVC SDR-35 Sanitary Sewer Service Pipe @ _____ _____ per Lineal Foot.	50	Lineal Feet		
92	306 0900	6" Concrete CIP slab on grade @ _____ _____ per Square Feet.	80	Square Feet		
93	307 0100	12" AWWA C900 Class 150 SDR 18 PVC Pressure Pipe @ _____ _____ per Lineal Foot.	2,115	Lineal Feet		



94	307 0200	Cut 12 " line, cap 12" line & remove valve box @ _____ _____ per Lump Sum.	1	Lump Sum		
95	307 0300	12" x 12" x 6" Tapping Tee & live tap @ _____ _____ per Each.	1	Each		
96	307 0500	12" dia. Isolation Gate Valves Each End of Park, @1000' @ _____ _____ per Each.	3	Each		
97	307 0600	2" Backflow Prevention Assembly @ _____ _____ per Each.	1	Each		
98	307 0800	2" Meter Assembly @ _____ _____ per Each.	0	Each		
99	307 0900	6" x 2" Reducer - Phase 1 (Included in 307 0100) @ _____ _____ per Each.	0	Each		
100	307 1000	2" Copper Water Service Line (includes tap) @ _____ _____ per Lineal Foot.	460	Lineal Feet		
101	307 1100	6" AWWA C900 Fire Service Line @ _____ _____ per Lineal Foot.	50	Lineal Feet		
102	307 1200	Fire Hydrant Assembly (includes 1 6" GV) @ _____ _____ per Each.	2	Each		
103	307 1300	Special Construction Utility crossing(s) @ _____ _____ per Each.	8	Each		

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 103) IN NUMBERS =

\$ _____

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 103) IN WRITTEN FORM =



ADDITIVE ALTERNATE #1

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Per Detail	Temporary 3' v ditch -Includes rock apron structures, coir log check dams, and seed application -10x10 basin included in base bid @ _____ _____ per Lineal Foot.	718	Lineal Feet		

TOTAL ADDITIVE ALTERNATE #1 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #1 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #2

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Per Detail	Temporary 2' v ditch -Includes rock apron structures and seed application @ _____ _____ per Lineal Foot.	1,838	Lineal Feet		

TOTAL ADDITIVE ALTERNATE #2 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #2 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____



ADDITIVE ALTERNATE #3

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Section E	(W-1) Light pole fixtures and conductor only -Pole base, conduit, junction boxes are included in base bid @ _____ _____ per Each.	4	Each		

TOTAL ADDITIVE ALTERNATE #3 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #3 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #4

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Section E	(R-1) Light pole fixtures and conductor only -Pole base, conduit, junction boxes are included in base bid @ _____ _____ per Each.	4	Each		

TOTAL ADDITIVE ALTERNATE #4 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #4 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____



ADDITIVE ALTERNATE #5

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Section E	Fiber Optic Data (Conduits Only) -Includes conduit & pull string, trenching, backfill, compaction @ _____ _____ per Lineal Foot.	2,110	Lineal Feet		

TOTAL ADDITIVE ALTERNATE #5 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #5 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #6

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Sports Light Plans	Sports Light poles and precast pole bases (owner provided poles and control equipment) -Install per light pole provider specifications @ _____ _____ per Each.	15	Each		

TOTAL ADDITIVE ALTERNATE #6 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #6 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____



ADDITIVE ALTERNATE #7

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Section E	Sports Field Lighting (wire only) -Includes installation of conductor for sports light fixtures @ _____ _____ per Lump Sum.	1	Lump Sum		

TOTAL ADDITIVE ALTERNATE #7 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #7 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #8

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	312 0300	4" Concrete Flatwork areas excluded from Base Bid -Install type 2 agg. base up to finish grade (8" total) -Includes subgrade excavation, preparation and fine grading @ _____ _____ per Square Foot.	21,876	Square Feet		

TOTAL ADDITIVE ALTERNATE #8 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #8 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____



ADDITIVE ALTERNATE #9

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	312 0300	4" Concrete Flatwork areas excluded from Base Bid -Install concrete flatwork -Includes subgrade excavation, preparation and fine grading -Includes 4" type 2 agg. base @ _____ _____ per Square Foot.	21,876	Square Feet		

TOTAL ADDITIVE ALTERNATE #9 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #9 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #10

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	312 0300	6" Concrete Flatwork areas excluded from Base Bid -Install type 2 agg. base up to finish grade (10" total) -Includes subgrade excavation, preparation and fine grading @ _____ _____ per Square Foot.	3,361	Square Feet		

TOTAL ADDITIVE ALTERNATE #10 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #10 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____



ADDITIVE ALTERNATE #11

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	312 0300	6" Concrete Flatwork areas excluded from Base Bid -Install concrete flatwork -Includes subgrade excavation, preparation and fine grading -Includes 4" type 2 agg. base @ _____ _____ per Square Foot.	3,361	Square Feet		

TOTAL ADDITIVE ALTERNATE #11 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____
TOTAL ADDITIVE ALTERNATE #11 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #12

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	Per Detail	Concrete mow curb 6"x6" (Central Lawn Area) -Includes subgrade excavation preparation and fine grading -Includes, reinforcing steel and 4" type 2 agg. Base @ _____ _____ per Lineal Foot.	175	Lineal Feet		

TOTAL ADDITIVE ALTERNATE #12 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____
TOTAL ADDITIVE ALTERNATE #12 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____



ADDITIVE ALTERNATE #13

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	320 0100	Asphalt Trail agg. base only -Includes subgrade excavation, preparation and fine grading -Install type 2 agg. base up to finish grade (9" total) @ _____ _____ per Square Foot.	3,566	Square Feet		

TOTAL ADDITIVE ALTERNATE #13 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #13 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #14

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	320 0100	Asphalt Trail Install Plant mix (AC 3") -Includes subgrade excavation preparation and fine grading -Includes 6" type 2 agg. Base @ _____ _____ per Square Foot.	3,566	Square Feet		

TOTAL ADDITIVE ALTERNATE #14 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____

TOTAL ADDITIVE ALTERNATE #14 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____



ADDITIVE ALTERNATE #15

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	32 8423	Central Lawn Area -Furnish and install irrigation system per plan @ _____ _____ per Square Foot.	176,673	Square Feet		

TOTAL ADDITIVE ALTERNATE #15 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____
TOTAL ADDITIVE ALTERNATE #15 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #16

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	32 9223	Lawn Area (excluding playing fields and central lawn) -Furnish and install sod @ _____ _____ per Square Foot.	93,630	Square Feet		

TOTAL ADDITIVE ALTERNATE #16 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____
TOTAL ADDITIVE ALTERNATE #16 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #17

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	32 9223.10	Sports Fields Lawn Area -Furnish and install sod @ _____ _____ per Square Foot.	153,740	Square Feet		



TOTAL ADDITIVE ALTERNATE #17 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____
TOTAL ADDITIVE ALTERNATE #17 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

ADDITIVE ALTERNATE #18

BID ITEM NO.	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	32 8423	Native Area (Rotor Zones) -Includes all areas receiving native border zone seed @ _____ _____ per Square Foot.	169,000	Square Feet		

TOTAL ADDITIVE ALTERNATE #18 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN NUMBERS = \$ _____
TOTAL ADDITIVE ALTERNATE #18 AMOUNT (BID ITEMS NO. 1 – NO. 1) IN WRITTEN FORM = _____

BASE BID INSTRUCTIONS: The Base Bid amount is to be stated in legible figures only and is the total amount bid for the entire contract work, including all applicable taxes. Any alteration, erasure or change must be clearly indicated and initialed by the bidder. The bidder agrees that the following, without limitation, may, in the City’s discretion, constitute grounds for rejecting this bid as non-responsive: (1) one or more blanks are not filled in; (2) the bid form is not signed by an authorized representative of the bidder; (3) any words or figures are not legible; (4) there are discrepancies in the figures (to include arithmetical errors); (5) the bid is not submitted with a compliant bid bond; (6) the bidder supplies false information on this bid form; or (7) the bidder fails to provide information required by this bid form or Nevada law.

COMMUNICATIONS WITH CITY: All communications with the City regarding this Project until the time a contract is executed by the City shall be directed to the Office of the Elko



City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

CERTIFICATION OF FAMILIARITY WITH PROJECT AND CONTRACT REQUIREMENTS:

The bidder certifies that it has inspected the location where the Project will be performed, has read and is thoroughly familiar with the Project and the Contract documents, and has received and thoroughly reviewed the following Addenda and/or other documents from the City in relation to this Project: _____

BIDDER ACKNOWLEDGES RECEIPT OF THE ADDENDA AND OTHER DOCUMENTS REFERENCED ABOVE!

BID BOND: As a condition of the privilege to bid on this Project, the bidder shall submit with its bid a bid bond, executed by a surety company authorized to do business in the State of Nevada, in an amount equal to TEN PERCENT (10%) of the amount of the Base Bid plus all additive alternates. Should the bidder be awarded the contract and thereafter fail to enter into a written contract for the Project upon request by the City, the bidder shall thereupon forfeit and the City shall retain the full amount of the bid bond, which shall be a penalty and not damages.

CONTRACTOR'S LICENSE: The bidder certifies that it holds a valid Nevada State Contractor's license, as follows:

LICENSE CLASSIFICATION: _____

LICENSE NUMBER: _____

CITY OF ELKO BUSINESS LICENSE: The bidder certifies that it holds a valid City of Elko Business License, as follows, or will obtain one prior to the time of Contract execution:

LICENSE TYPE: _____

LICENSE NUMBER: _____



RESOLUTION: If the bidder is a limited liability company or corporation, the bidder must include with its bid an appropriate resolution authorizing the signatory to this document to sign and submit this bid, and execute a contract for performance of the Project on behalf of the Limited Liability Company or Corporation.

EFFECT OF AWARD: An award constitutes conditional acceptance of a bid, subject to the City of Elko executing and delivering to the winning bidder a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids and perform the work itself, rebid the Project or not proceed with the Project.

WINNING BIDDER: The winning bidder will be determined accordance with Chapter 338 of the Nevada Revised Statutes. The City reserves the right, in its sole discretion, to waive minor technical defects or irregularities in bids provided the waiver does not give a competitive advantage to one bidder over another.

PROTEST RIGHTS: Under Nevada law, a person who bids on a public works contract may file a notice of protest regarding the awarding of the contract with the authorized representative designated by the public body within five (5) business days after the date the recommendation to award a contract is issued by the public body or its authorized representative. Bidders are advised to consult Nevada Revised Statutes 338.142 for requirements applicable to protests of awards of public works contracts.



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

BIDDER INFORMATION AND SIGNATURE:

DATED this ____ day of _____, 20_____.

NAME OF BIDDER: _____

TYPE OF ENTITY (e.g., partnership, corporation):_____

COMPLETE ADDRESS AS SHOWN ON THE OFFICIAL WEBSITE OF THE NEVADA STATE CONTRACTOR’S BOARD (THIS ADDRESS WILL BE USED FOR ALL WRITTEN CORRESPONDENCE WITH THE BIDDER UNLESS OTHERWISE AUTHORIZED BY THE CITY):

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

OFFICIAL TITLE OR CAPACITY: _____

*****End of Exhibit 1 – Bid Proposal Form Document *****



**EXHIBIT 2 - BID PROPOSAL GUARANTEE
(To Accompany Bid Form)**

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 ELKO, NEVADA, as OWNER in the penal sum of at least **ten (10%) percent** of the total amount of bid equal to:

(Written Form)

(Numbers) \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal is herewith submitting to the CITY OF ELKO, NEVADA, a certain Bid for the:

ELKO SPORTS COMPLEX – PHASE 1

NOW, THEREFORE,

- (a) If the Principal shall not withdraw said Bid within thirty (30) calendar days after the opening of the same, or
- (b) If said Bid shall be rejected, or in the alternate,
- (c) If said Bid shall be accepted and the Principal shall within **twenty (20) calendar days** after receipt of Notice of Award, execute and deliver a contract in the form of Contract specified in the Contract Documents (properly completed in accordance with said Bid) and shall furnish a bond with good and sufficient surety or sureties for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect and the Principal and Surety will pay unto the Owner the penal sum hereof; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein



CITY OF ELKO
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stated.

The Surety, for value received, 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 OWNER may accept such Bid; and said Surety does not hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, 20____;

PRINCIPAL: _____

SURETY: _____

BY: _____

(SEAL)



EXHIBIT 3 - EXPERIENCE QUALIFICATIONS
(To Accompany Bid Form)

By signing this form, the Bidder verifies that he/she has been engaged in the contracting business under the present business name for the previous five (5) years.

The Bidder must have previous experience in work similar to the Project. In order to demonstrate this to the City, the Bidder must provide references and contract amounts for previous projects of similar type and complexity to the Project. These references and contract amounts must have been parties to the same contracts as Bidder with respect to projects of this type.

Similar Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #

In addition to the above references (unless the same), the Bidder must list references and contract amounts for recent projects that have been satisfactorily completed, together with the corresponding information requested in the following table:

Recent Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

By signing this form, the Bidder verifies that he/she has never failed to satisfactorily complete a contract to which he/she was a party, except as follows (attached additional sheets if required):

The following is a list of property, plant and equipment owned by the Bidder which is definitely available for use on the proposed work if needed:

Attach additional sheets if required.

SIGNED: _____

DATE: _____



EXHIBIT 4 - DESIGNATION OF SUBCONTRACTORS

**FIVE PERCENT LIST
 NRS 338.141(1)(b)
 (To Accompany Bid)**

State law requires that the prime contractor on this project submit a "5% List" with his or her bid. The 5% List must include the name of the prime contractor and the name of each first tier subcontractor who will provide labor or a portion of the work for which the prime contractor and (if applicable) the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid.

A PRIME CONTRACTOR BIDDING ON A PUBLIC WORK MUST INCLUDE HIS OR HER NAME ON THE 5% LIST!

IMPORTANT: A BID WITHOUT A TIMELY, COMPLETE AND CORRECT 5% LIST THAT COMPLIES WITH NRS 338.141 WILL BE AUTOMATICALLY DEEMED NOT RESPONSIVE!

The 5% List must also contain a description of the labor or portion of the work which the prime contractor will perform and which each first tier subcontract will provide to the prime contractor. In order to help you complete the 5% List, the City is providing you with this form.

IMPORTANT: THE PRIME CONTRACTOR MUST BE INCLUDED ON THIS LIST OR THE BID WILL BE REJECTED!

IMPORTANT: IN ACCORDANCE WITH THE ORANGE BOOK, THE PRIME CONTRACTOR MUST PERFORM AT LEAST 50% OF THE WORK!

Name of Prime Contractor/First Tier Subcontractor(s)	Contractor's License Number	Description of Labor or Work	Percentage of Work Done

(Use additional sheets if necessary)



**ONE PERCENT LIST
 NRS 338.141(1)(b)(2)
 (To Accompany Bid)**

State law requires that if a prime contractor's bid is one of the three lowest bids, within 2 hours after bid opening the prime contractor must submit a "1% List" if the prime contractor is employing a first tier subcontractor who will provide labor or a portion of the work who will not be paid an amount exceeding \$250,000.

IMPORTANT: A BID WITHOUT A TIMELY, COMPLETE AND CORRECT 1% LIST THAT COMPLIES WITH NRS 338.141 WILL BE AUTOMATICALLY DEEMED NOT RESPONSIVE!

The 1% List must contain the name and contractor's license number of each first tier subcontractor who will provide labor or a portion of the work for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.

A prime contractor must include his or her name on the 1% List, together with:

- (1) a description of the labor or portion of the work that the prime contractor will perform; or
- (2) a statement that the prime contractor will perform all work other than that being performed by a subcontractor listed on the 5% List or the 1% List.

The 1% List must contain a description of the labor or portion of the work which each first tier subcontract will provide to the prime contractor. In order to help you complete the 1% List, the City is providing you with this form.

IMPORTANT: THE PRIME CONTRACTOR MUST BE INCLUDED ON THIS LIST!

IMPORTANT: IN ACCORDANCE WITH THE ORANGE BOOK, THE PRIME CONTRACTOR MUST PERFORM AT LEAST 50% OF THE WORK!

Name of Prime Contractor/First Tier Subcontractor(s)	Contractor's License Number	Description of Labor or Work	Percentage of Work Done

(Use additional sheets if necessary)



EXHIBIT 6 - CERTIFICATION OF BIDDER REGARDING PENALTIES FOR NON-COMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work project as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body in behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - (a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
 - (b) Is not reported to the labor commissioner and the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the labor commissioner.

Name of Bidder

Name and Title of Authorized Representative

Signature

Date



**EXHIBIT 7 - FRINGE BENEFIT PLAN, FUND OR PROGRAM DISBURSEMENT
INFORMATION**

CONTRACTOR: _____

CONTACT: _____ PHONE: _____

Classification _____

<u>Paid per hour</u>	<u>Name, Address and Telephone Number of Fund Manager</u>
\$ _____ Vacation	_____ _____ _____
\$ _____ Health and Welfare	_____ _____ _____
\$ _____ Pension	_____ _____ _____
\$ _____ Apprentice/training	_____ _____ _____
\$ _____ Other	_____ _____ _____

Classification _____

<u>Paid per hour</u>	<u>Name, Address and Telephone Number of Fund Manager</u>
\$ _____ Vacation	_____ _____ _____
\$ _____ Health and Welfare	_____ _____ _____



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\$ _____ Pension

\$ _____ Apprentice/training

\$ _____ Other



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EXHIBIT 8 - DRAWINGS
(PROJECT CONSTRUCTION DRAWINGS)



EXHIBIT 9 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF ELKO, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

_____ Dollars
(Written Form)

(Numbers) \$ _____ in lawful money of the United States, 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 for the faithful performance of a certain written Contract entered into between the Principal and the Owner, dated this _____ day of _____, 20____, a copy of which is incorporated herein by reference, and made a part hereof as if fully copied herein, for the construction of the **ELKO SPORTS COMPLEX – PHASE 1.**

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects, well, truly and faithfully perform such contract and the Principals, duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if their Principal shall save, indemnify and keep harmless the Owner against all loss, damages, claims, liabilities, judgments, costs and expenses which may accrue against the Owner in consequence of the awarding of said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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



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or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation 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 or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

PRINCIPAL SECRETARY: _____

(SEAL)

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____

BY: _____



ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)

WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



EXHIBIT 10 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF ELKO, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

_____ Dollars

(\$_____) in lawful money of the United States, 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 Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is incorporated hereby by reference, and made a part hereof as if fully copied herein for the construction of the **ELKO SPORTS COMPLEX – PHASE 1**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations supplying or furnishing labor or materials to the Principal, or to any of the Principals' subcontractors in the prosecution of the work provided for in said Contract, and any authorized extension or modification thereof, including but not limited to any amounts due for materials, supplies, lubricants, oil, gasoline, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by, to, or for Principal or subcontractor or subcontractors of the Principal, then this obligation shall be void; otherwise to remain in full force and effect.

The Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the owner may be compelled to pay as a result of non-payment for labor or material furnished for the work embraced by said Contract.



The Principal and Surety hereby further agree that not only said Owner may sue on this bond, but that subject to the provisions hereinafter set out, any individual, firm, partnership, association or corporation, (hereinafter called claimant), who has performed labor or furnished materials to or for the Principal or its subcontractor or subcontractors in the prosecution of the work provided for in the Contract for which this bond is given, and who has not been paid in full before the expiration of ninety (90) calendar days after the date on which the claimant performs the last of such labor or furnished the last of such materials for which the claimant claims payment, may bring an action on this bond in the claimant's own name to recover any amount due the claimant for such labor or materials, and may prosecute such action to final judgment and have execution on the judgment.

Provided, however, that any claimant who has a direct contractual relationship with any subcontractor of the Principal, but no contractual relationship, express or implied, with such Principal, may bring an action on this bond only:

- A. If the claimant has within thirty (30) calendar days after furnishing the first of such materials or performing the first of such labor, served on the Principal a written notice which shall inform the Principal of the nature of the materials being furnished or to be furnished, or the labor performed or to be performed, and identifying the person contracting for such labor or materials and the site for the performance of such labor or furnishing such materials; and
- B. After giving written notice to such principal within ninety (90) calendar days from the date on which the claimant performed the last of the labor or furnished the list of such materials for which the claimant claims payment.

Each written notice shall state with substantial accuracy the amount claimed and the name of the person for whom the work was performed or the material supplied, and shall be served by being sent by registered mail, postage prepaid, in an envelope addressed to such Principal at any place in which the Principal maintains an office or conducts business, or at the Principal's residence.

PROVIDED, FURTHER, that 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 any way affect its obligation 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 or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one



of which shall be deemed an original, on this the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

(SEAL)

PRINCIPAL SECRETARY: _____

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____

BY: _____

ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)



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WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



EXHIBIT 11 - NOTICE OF AWARD

TO: _____ **DATE:** _____

_____ **PROJECT:** ELKO SPORTS

_____ **COMPLEX – PHASE 1** _____

YOU ARE HEREBY NOTIFIED that the City of Elko has accepted your bid for the above Project in the amount of \$_____, which amount includes the Additive Alternates identified in this Notice of Award.

Within **TWENTY (20)** calendar days of receipt this Notice of Award, you must complete, sign and deliver to the City of Elko: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the City of Elko will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the City of Elko to the full amount of the Bid Bond. The City of Elko will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the City of Elko executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project.

If indicated below, the scope of this Project is subject to the following Additive Alternates (attach additional sheets if necessary):



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All communications with the City regarding this Project through the time a contract is executed by the City shall be directed to the Office of the Elko City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

DATED this ____ day of _____, 20__.

CITY OF ELKO

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged this __ day of _____
20__.

CONTRACTOR (BIDDER): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____



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EXHIBIT 12 - NOTICE TO PROCEED

To: _____

DATE: _____
PROJECT: **ELKO SPORTS COMPLEX**
PHASE 1

You are hereby notified to commence work in accordance with the Agreement dated the ___ day of _____, 20___, on or before the _____ day of _____, 20___, and you are to complete construction **three hundred sixty-five (365) calendar days** from the written notification to proceed.

Contractor: _____

By: _____
Authorized Company Representative

DATE: _____

Title: _____

Owner: CITY OF ELKO, NEVADA

By: _____

DATE: _____

Title: _____

RETURN SIGNED COPY TO:

City of Elko
Clerk's Office
1751 College Avenue
Elko, Nevada 89801

along with aforementioned document(s) requested.



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**EXHIBIT 13- STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS
CONSTRUCTION (ORANGE BOOK), 2016 REVISED EDITION**

A hard copy of this document is not attached to the Contract. The complete document can be viewed at the following URL:

<http://www.rtcwashoe.com/wp-content/uploads/2017/12/Orange-Book-2016-Version.pdf>



EXHIBIT 14 - GENERAL PROVISIONS

PROJECT SPECIFICATIONS:

The "*STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION*", 2016 Revised Edition, (Orange Book) as amended by the City of Elko shall be the Project Specifications. All sections shall apply except as specifically deleted or modified by these Supplementary Conditions or the Technical Specifications. Wherever these specifications refer to the agency, this reference shall mean the CITY OF ELKO and wherever these specifications refer to the Engineer, this reference shall mean **the City or authorized representative**.

LAWS, RULES, REGULATIONS, HEALTH, SAFETY AND OSHA TRAINING REQUIREMENTS:

Laws, Rules and Regulations

All workmanship and materials shall comply with all applicable laws, codes, rules and regulations, and the Contractor shall comply with all safety regulations which are applicable to his work, and particular attention for applicability shall be given to the United States Department of Labor Occupational Safety and Health Administration (OSHA) Standards, and the regulations of the State of Nevada in which the job is located. The responsibility for complying with all such laws, codes, rules and regulations, and safety standards shall be the responsibility of the Contractor. If the City is fined for any Contractor violations, these costs will be fully reimbursed by the Contractor.

Safety

In accordance with all OSHA safety regulations (29 CFR Part 1910 - 1926 inclusive) and the City of Elko's Safety and Confined Space programs, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all personnel and property during the performance of the work: to include supplying their personnel with proper personnel protective equipment (PPE), first aid kit, fire extinguishers, confined space equipment and air monitors, underground metal utility detectors, tools, necessary equipment and materials. This requirement will apply continuously and not be limited to normal working hours on City of Elko property.

The City will require of all Contractors the 30-hour supervisor and 10-hour employee OSHA certification training in CFR 1926 Construction Safety and Health before the work begins. All Contractors shall be responsible for the required certified training on equipment, tools, confined space and safety training, PPE, etc. The Contractor will produce these training documents as requested by the City.

Health and Safety in Employment

All applicable provisions in NRS Chapter 618 shall be incorporated in the construction practices for all employees directly engaged in the completion of any City of Elko project(s).



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EXHIBIT 15 - SPECIAL OR SUPPLEMENTAL PROVISIONS

(SEE ATTACHED)



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EXHIBIT 16 - TECHNICAL SPECIFICATIONS

(SEE ATTACHED)



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EXHIBIT 17 - PREVAILING WAGE RATES – ELKO COUNTY OR DAVIS-BACON



2018 PREVAILING WAGE RATES ELKO COUNTY

DATE OF DETERMINATION: October 1, 2017

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018*

“Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project.”

As [Amendments/Addenda](#) are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA’s) and adjustments to those agreements. (See NAC section 338.010.)

- [AIR BALANCE TECHNICIAN](#)
- [ALARM INSTALLER](#)
- [BOILERMAKER](#)
- [BRICKLAYER](#)
- [CARPENTER](#)
- [CEMENT MASON](#)
- [ELECTRICIAN-COMMUNICATION TECH.](#)
- [ELECTRICIAN-LINE](#)
- [ELECTRICIAN-NEON SIGN](#)
- [ELECTRICIAN-WIREMAN](#)
- [ELEVATOR CONSTRUCTOR](#)
- [FENCE ERECTOR](#)
- [FLAGPERSON](#)
- [FLOOR COVERER](#)
- [GLAZIER](#)
- [HIGHWAY STRIPER](#)
- [HOD CARRIER-BRICK MASON](#)
- [HOD CARRIER-PLASTERER TENDER](#)
- [IRON WORKER](#)
- [LABORER](#)

[MECHANICAL INSULATOR](#)
[MILLWRIGHT](#)
[OPERATING ENGINEER](#)
[OPERATING ENG. STEEL FABRICATOR/ERECTOR](#)
[OPERATING ENGINEER-PILEDRIVER](#)
[PAINTER](#)
[PILEDRIVER \(NON-EQUIPMENT\)](#)
[PLASTERER](#)
[PLUMBER/PIPEFITTER](#)
[REFRIGERATION](#)
[ROOFER](#) (Does not include sheet metal roofs)
[SHEET METAL WORKER](#)
[SPRINKLER FITTER](#)
[SURVEYOR \(NON-LICENSED\)](#)
[TAPER](#)
[TILE /TERRAZZO WORKER/MARBLE MASON](#)
[TRAFFIC BARRIER ERECTOR](#)
[TRUCK DRIVER](#)
[WELL DRILLER](#)
[LUBRICATION AND SERVICE ENGINEER \(MOBILE AND GREASE RACK\)](#)
[SOIL TESTER \(CERTIFIED\)](#)
[SOILS AND MATERIALS TESTER](#)

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES
NRS 338.010(21) "Wages" means:

- (a) The basic hourly rate of pay; and
 - (b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.
- NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

In accordance with AB 172:

The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate determined pursuant to paragraphs (a), (b) and (c) for:

- (1) Any contract for a public work or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property to which a school district or the Nevada System of Higher Education is a party; and
- (2) A public work of, or constructed by, a school district or the Nevada System of Higher Education, or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property of or constructed by a school district or the Nevada System of Higher Education.

CRAFT	RATE	NSHE OR SCHOOL DISTRICT	Union or Non-Union Rate
AIR BALANCE TECHNICIAN	<u>ADD ZONE RATE</u>		Union
Air Balance-Journeyman	57.93	52.14	
Air Balance-Foreman	60.86	54.77	
Air Balance-General Foreman	63.78	57.40	
ALARM INSTALLER			Non -Union
Alarm Installer	38.16	34.34	
BOILERMAKER			Non -Union
Boilermaker-Journeyman	65.94	59.35	
Boilermaker-Foreman	65.94	59.35	
Boilermaker-General Foreman	65.94	59.35	
BRICKLAYER	<u>ADD ZONE RATE</u>		Union
Bricklayer	37.83	34.04	
CARPENTER	<u>ADD ZONE RATE</u>		Union
Carpenter	45.46	40.91	
CEMENT MASON	<u>ADD ZONE RATE</u>		Union
Cement Mason-Journeyman	39.87	35.88	
Cement Mason-Foreman	42.77	38.49	
ELECTRICIAN-COMMUNICATION TECHNICIAN	<u>ADD ZONE RATE</u>		Union
Communication Technician	35.47	31.92	
ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR			Union
Electrician-Groundman	40.19	36.17	
Electrician-Lineman	60.40	54.36	
Electrician-Foreman	66.29	59.66	
Electrician-General Foreman	72.28	65.05	
Electrician-Equipment Specialist	48.93	44.04	

ELECTRICIAN-NEON SIGN			Union
Electrician-Neon Sign	50.35	45.32	
ELECTRICIAN-WIREMAN	<u>ADD ZONE RATE</u>		Union
Wireman	56.60	50.94	
Cable Splicer	60.66	54.60	
Foreman	60.66	54.60	
General Foreman	64.73	58.26	
ELEVATOR CONSTRUCTOR			Union
Elevator Constructor-Journeyman Mechanic	87.91	79.12	
Elevator Constructor-Mechanic in Charge	95.74	86.17	
FENCE ERECTOR			Non -Union
Fence Erector	21.81	19.63	
FLAGPERSON	<u>ADD LABORER ZONE RATE</u>		Union
Flagperson	33.20	29.88	
FLOOR COVERER			Union
Floor Coverer-Journeyman	40.69	36.62	
Floor Coverer-Foreman	43.52	39.17	
GLAZIER			Non -Union
Glazier	23.50	21.15	
HIGHWAY STRIPER	<u>ADD LABORER ZONE RATE</u>		Union
Highway Striper	38.82	34.94	
HOD CARRIER-BRICK MASON TENDER	<u>ADD ZONE RATE</u>		Union
Brick Mason-Journeyman	34.92	31.43	
Brick Mason-Foreman	35.32	31.79	

HOD CARRIER-PLASTERER TENDER	<u>ADD ZONE RATE</u>		Union
Plasterer Tender-Journeyman	38.42	34.58	
Plasterer-Gun Tender	39.42	35.48	
Plasterer Tender-Foreman	39.78	35.80	
IRON WORKER			Union
Ironworker-Journeyman	66.09	59.48	
Ironworker-Foreman	69.48	62.53	
Ironworker-General Foreman			
LABORER SEE <u>GROUP CLASSIFICATIONS</u>	<u>ADD ZONE RATE</u>		Union
Landscaper	30.91	27.82	
Furniture Mover	32.41	29.17	
Group 1	36.07	32.46	
Group 1A	33.20	29.88	
Group 2	36.17	32.55	
Group 3	36.32	32.69	
Group 4	36.57	32.91	
Group 4A	37.82	34.04	
Group 5	36.87	33.18	
Group 6			
Nozzlemen, Rodmen	35.87	32.28	
Gunmen, Materialmen	36.57	32.91	
Reboundmen	36.22	32.60	
Gunite Foremen	37.27	33.54	
MECHANICAL INSULATOR	<u>ADD ZONE RATE</u>		Union
Mechanical Insulator-Journeyman	63.29	56.96	
Mechanical Insulator-Foreman	66.29	59.66	
Mechanical Insulator-General Foreman	68.29	61.46	
MILLWRIGHT	<u>ADD ZONE RATE</u>		Union
Millwright-Journeyman	59.76	53.78	
Millwright-Welder	60.76	54.68	
Millwright-Foreman	63.43	57.09	

Millwright-General Foreman	67.47	60.72	
OPERATING ENGINEER SEE GROUP CLASSIFICATIONS	ADD ZONE RATE		Union
Group 1	51.44	46.30	
Group 1A	54.20	48.78	
Group 2	54.73	49.26	
Group 3	55.00	49.50	
Group 4	55.74	50.17	
Group 5	56.04	50.44	
Group 6	56.21	50.59	
Group 7	56.46	50.81	
Group 8	57.05	51.35	
Group 9	57.37	51.63	
Group 10	57.72	51.95	
Group 10A	57.91	52.12	
Group 11	58.15	52.34	
Group 11A	59.79	53.81	
Group 11B	60.60	54.54	
Foreman	59.79	53.81	
Add 7% to base rate for "Second" Shift			
Add 12.5% to base rate for "Special" shift			
OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR SEE GROUP CLASSIFICATIONS	ADD ZONE RATE		Union
Group 1	66.74	60.07	
Group 1 Truck Crane Oiler	60.57	54.51	
Group 1 Oiler	58.61	52.75	
Group 2	65.23	58.71	
Group 2 Truck Crane Oiler	60.32	54.29	
Group 2 Oiler	58.40	52.56	
Group 3	63.99	57.59	
Group 3 Truck Crane Oiler	60.10	54.09	
Group 3 Oiler	58.18	52.36	
Group 3 Hydraulic	59.77	53.79	
Group 4	62.26	56.03	

Group 5	61.16	55.04	
Add 7% to base rate for "Second" Shift			
Add 12.5% to base rate for "Special" Shift			
OPERATING ENGINEER -PILEDRIIVER <u>SEE GROUP CLASSIFICATIONS</u>	<u>ADD ZONE RATE</u>		Union
Group 1	66.21	59.59	
Group 1 Truck Crane Oiler	60.75	54.68	
Group 1 Oiler	58.83	52.95	
Group 2	64.67	58.20	
Group 2 Truck Crane Oiler	60.54	54.49	
Group 2 Oiler	58.63	52.77	
Group 3	63.22	56.90	
Group 3 Truck Crane Oiler	60.32	54.29	
Group 3 Oiler	58.40	52.56	
Group 4	61.71	55.54	
Group 5	60.60	54.54	
Group 6	59.49	53.54	
Group 7	58.53	52.68	
Group 8	57.57	51.81	
Add 7% to base for "Second" Shift			
Add 12.5% to base for "Special" Shift			
PAINTER			
Brush/Roller Painter	37.64	33.88	
Spray Painter/Paperhanger	38.88	34.99	
Sandblaster	38.93	35.04	
Structural Steel & Steeplejack	38.93	35.04	
Swing Stage	39.64	35.68	
Special Coating Application-Brush	38.88	34.99	
Special Coating Application-Spray	38.93	35.04	
Special Coating Application-Spray Steel	38.93	35.04	
Foreman	\$1.00 above highest Journeyman		
PILEDRIIVER			Union
Piledriver-Journeyman	55.46	49.91	

Piledriver-Foreman	59.19	53.27	
PLASTERER	<u>ADD ZONE RATE</u>		Union
Plasterer	40.77	36.69	
PLUMBER/PIPEFITTER			Non -Union
Plumber/Pipefitter	27.26	24.53	
REFRIGERATION			Union
Refrigeration-Journeyman	49.19	44.27	
Refrigeration-Foreman	51.99	46.79	
Refrigeration-General Foreman	54.78	49.30	
ROOFER (Does not include sheet metal roofs)			Union
Roofer	35.90	32.31	
SHEET METAL WORKER	<u>ADD ZONE RATE</u>		Union
Sheet Metal Worker	57.93	52.14	
SPRINKLER FITTER	SEE AMENDMENT 3		Non-Union
Sprinkler Fitter-Journeyman	60.29	54.26	
Sprinkler Fitter-Foreman	64.11	57.70	
Sprinkler Fitter-General Foreman	66.36	59.72	
SURVEYOR	<u>ADD OPERATING ENG. ZONE RATE</u>		Union
Surveyor	55.00	49.50	
TAPER			Union
Taper	43.16	38.84	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER			
Tile, Terrazzo and Marble Finisher	27.82	25.04	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON	<u>ADD ZONE RATE</u>		Union

Tile Setter-Journeyman	37.12	33.41	
Tile Setter-Foreman	38.37	34.53	
Tile Setter-General Foreman	40.12	36.11	
Terrazzo/Marble Mason-Journeyman	38.62	34.76	
Terrazzo/Marble Mason-Foreman	39.87	35.88	
Terrazzo/Marble Mason-General Foreman	41.62	37.46	
TRAFFIC BARRIER ERECTOR	<u>ADD LABORER ZONE RATE</u>		Union
Traffic Barrier Erector	36.07	32.46	
TRUCK DRIVER			
<u>Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader)</u>			Non -Union
Under 4 yds. (water level)	30.12	27.11	
4 yds. & under 8 yds. (water level)	30.12	27.11	
8 yds. & under 18 yds. (water level)	30.12	27.11	
18 yds. & under 25 yds. (water level)	30.12	27.11	
25 yds. & under 60 yds. (water level)	30.12	27.11	
60 yds. & under 75 yds. (water level)	30.12	27.11	
75 yds. & under 100 yds. (water level)	30.12	27.11	
100 yds. & under 150 yds.(water level)	30.12	27.11	
150 yds. & under 250 yds. (water level)	30.12	27.11	
250 yds. & under 350 yds. (water level)	30.12	27.11	
350 yds. & over (water level)	30.12	27.11	
<u>Transit Mix</u>			
Under 8 yds.	30.12	27.11	
8 yds. & including 12 yds.	30.12	27.11	
Over 12 yds.	30.12	27.11	
<u>Transit Mix (Using Boom)</u>			
Transit mix with boom shall receive 16 cents per hour	30.12	27.11	
above the appropriate yardage classification rate of pay	30.12	27.11	
when such boom is used	30.12	27.11	

<u>Water & Jetting Trucks</u>			
Up to 2,500 gallons	30.12	27.11	
2,500 gallons & over	30.12	27.11	
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	30.12	27.11	
Heavy Duty Transport (High Bed)	30.12	27.11	
Heavy Duty Transport(Gooseneck low bed)	30.12	27.11	
Tiltbed or Flatbed Pull Trailers	30.12	27.11	
Bootman, Comb. Bootman & Road Oiler	30.12	27.11	
Flat Rack (2 or 3 axle unit)	30.12	27.11	
<u>Bus & Manhaul Drivers</u>			
Up to 18,000 lbs. (single unit)	30.12	27.11	
18,000 lbs. & over (single unit)	30.12	27.11	
Helicopter Pilot (transporting men/materials)	30.12	27.11	
Lift Jitneys			
<u>Winch Truck & "A" Frame Drivers</u>			
Up to 18,000 lbs.	30.12	27.11	
18,000 lbs. and over	30.12	27.11	
Warehousemen Spotter	30.12	27.11	
Warehouse Clerk	30.12	27.11	
Tire Repairmen	30.12	27.11	
Truck Repairmen	30.12	27.11	
Pick Up Truck & Pilot Cars (Jobsite)	30.12	27.11	
Pick Up Truck & Pilot Cars (Over the road)	30.12	27.11	
Truck Oil Greaser	30.12	27.11	
Fuel Truck Driver	30.12	27.11	
Fuel Man & Fuel Island Man	30.12	27.11	
Oil Tanker	30.12	27.11	
Oil Tanker with Pup	30.12	27.11	
Foreman:	30.12	27.11	

WELL DRILLER			Union
Well Driller	71.19	64.61	
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)	<u>ADD OPERATING ENG. ZONE RATE</u>		Union
Lubrication and Service Engineer (mobile and grease rack)	56.46	50.81	
SOIL TESTER (CERTIFIED)			Non -Union
Soil Tester (Certified)	40.38	36.34	
SOILS AND MATERIALS TESTER			Non -Union
Soils and Materials Tester	40.38	36.34	

Job Descriptions for Recognized Classes of Workmen

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

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
4. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

AIR BALANCE TECHNICIAN, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

CARPENTER, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;

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3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

ELECTRICIAN LINEMAN, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

ELECTRICIAN GROUNDMAN, includes but is not limited to:

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1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN WIREMAN, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

FENCE ERECTOR, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

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FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

FLOOR COVERER, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

GLAZIER, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging of glass on trucks at the site of the public work;

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

HOD CARRIER-PLASTERER TENDER, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

LABORER, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;

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6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

MILLWRIGHT, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;

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3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

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- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:
 - o Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
 - o Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
 - o Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
3. Shaping metal over anvils, blocks or forms using a hammer;
4. Operating soldering and welding equipment to join sheet metal parts;
5. Inspecting, assembling and smoothing seams and joints of burred surfaces;

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6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

SPRINKLER FITTER, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

TAPER, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;
5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms

TILE SETTER, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;

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2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
4. Leveling and plumbing tiles to a specified grade

TILE, TERRAZZO AND MARBLE FINISHER, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

All cleanup work of debris, grounds, and building including windows and tile

Dumpmen or Spotter (other than asphalt)
Handling and Servicing of Flares, Watchmen
General Laborer
Guide Posts and Highway Signs
Guardrail Erection and Dismantling
Limber, Brushloader and Piler
Pavement Marking and Highway Striping
Traffic Control Supervisor

Group 2

Choker setter or Rigger (clearing work only) Pittsburgh
Chipper and similar type brush shredders
Concrete worker (wet or dry) all concrete work not listed in Group 3
Crusher or Grizzly Tender
Greasing Dowels
Guinea Chaser (Stakemen)
Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
Railroad Trackmen (maintenance, repair or builders)
Sloper
Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

Group 3

Asphalt Workers (Ironers, Shovelers, Cutting Machine)
Buggymobile
Chainsaw, Faller, Logloader and Bucker
Compactor (all types)
Concrete Mixer under 1/2 yard
Concrete Pan Work (Breadpan type), handling, cleaning\stripping
Concrete Saw, Chipping, Grinding, Sanding, Vibrator
Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
Curbing or Divider machine
Curb Setter (precast or cut)
Ditching Machine (hand-guided)
Drillers Helper, Chuck Tender
Form Raiser, Slip Forms
Grouting of Concrete Walls, Windows and Door Jams
Headerboardmen
Jackhammer, Pavement Breaker, Air Spade
Mastic Worker (wet or dry)
Pipewrapper, Kettleman, Potmen, and men applying asphalt, creosote and similar type materials
All Power Tools (air, gas, or electric), Post Driver

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Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry
Rototiller
Rigging and Signaling in connection with Laborers' work
Sandblaster, Potmen, Gunmen or Nozzlemen
Vibra-screed
Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

Group 4

Burning and Welding in connection with Laborers' work
Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
High scalers
Concrete pump operator
Heavy Duty Vibrator with Stinger 5" diameter or over
Pipelayer, Caulker and Bander
Pipelayer-waterline, Sewerline, Gasoline, Conduit
Cleaning of Utility Lines
Slip Lining of Utility Lines (including operation of Equipment)
TV Monitoring and Grouting of Utility Lines
Asphalt Rakers

Group 4A

Foreman

Group 5

Construction Specialists
Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
Asbestos removal
Lead abatement
Hazardous waste
Material removal

Group 6

Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:

Group 1

Engineer Assistant

Group 1A

Heavy Duty Repairman Helper
Oiler
Parts man

Group 2

Compressor Operator

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Material Loader and/or Conveyor Operator (handling building materials)
Pump Operator

Group 3

Bobcat or similar loader, 1/4 cu. yd. or less
Concrete Curing Machines (streets, highways, airports, canals)
Conveyor Belt Operator (tunnel)
Forklift (under 20)
Engineer Generating Plant (500 K.W.)
Mixer Box Operator (concrete plant)
Motorman
Rotomist Operator
Oiler (truck crane)

Group 4

Concrete Mixer Operator, Skip type
Dinky Operator
Forklift (20' or over) or Lumber Stacker
Ross Carrier
Skip Loader Operator (under one (1) cu. yd.)
Tie Spacer

Group 5

Concrete Mixers (over one (1) cu. yd.)
Concrete Pumps or Pumpcrete Guns
Elevator and Material Hoist (one (1) drum)
Groundman for Asphalt Milling and similar

Group 6

Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.
Boom Truck or Dual Purpose a-Frame Truck
B.L.H. Lima Road Pactor or similar
Chip Box Spreader (Flaherty type or similar)
Concrete Batch Plant (wet or dry)
Concrete Saws (highways, streets, airports, canals)
Locomotives (over thirty (30) tons)
Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
Pavement Breaker, Truck Mounted, with compressor combination
Pavement Breaker or Tamper (with or without compressor combination)
Power Jumbo Operator (setting slip-forms, etc., in tunnels)
Roller Operator (except asphalt)
Self-Propelled Tape Machine
Self-Propelled Compactor (single engine)
Self-Propelled Power Sweeper Operator
Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
Small Rubber-Tired Tractors

Snooper Crane, Paxton-Mitchell or similar
Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.
Compressor (over 2)
Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
Concrete Conveyor, Building Site
Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
Crusher Plant Engineer
Generators
Kolman Loader
Material Hoist (two (2) or more drums)
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
Mine or Shaft Hoist
Pipe Bending Machines (pipeline only)
Pipe Cleaning Machines (tractor-propelled and supported)
Pipe Wrapping Machines (tractor-propelled and supported)
Portable Crushing and Screening Plants
Post Driller And/Or Driver
Pumps (over 2)
Roller Operator (asphalt)
Screedman (except asphaltic or concrete paving)
Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
Slusher Operator
Surface Heater and Planer Operator
Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
Truck-Type Loader
Welding Machines (gasoline or diesel)

Group 8

Asphalt Plant Engineer
Asphalt Milling Machine
Cast-In-Place Pipe-Laying Machine
Combination Slusher and Motor Operator
Concrete Batch Plant (multiple units)
Dozer Operator
Drill Doctor
Elevating Grader Operator
Grooving and Grinding Machine (highways)
Ken Seal Operator
Loader (up to and including two and one-half (2 1/2) cu. yds)
Mechanical Trench Shield
Mixermobile
Push Cats
Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)

2017-2018 Prevailing Wage Rates - Elko County

Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " m.r.c., Euclids, T-Pulls, DW10, 20, 21 and similar)
Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
Sheepfoot
Small Tractor (with boom)
Soil Stabilizer (P & H or equal)
Timber Skidder (rubber-tired) or similar equipment
Tractor-Drawn Scraper
Tractor Operator
Tractor-Mounted Compressor Drill Combination
Trenching Machine Operator (over three (3) feet depth)
Tri-Batch Paver
Tunnel Badger or Tunnel Boring Machine Operator
Tunnel Mole Boring Machine
Vermeer T-600b Rock Cutter

Group 9

Chicago Boom
Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
Combination Mixer and Compressor (gunite)
Heavy Duty Repairman and/or Welder
Lull Hi-Lift (twenty (20) feet or over)
Mucking Machine
Sub-Grader (Gurries or other types)
Tractor (with Boom) (D6 or larger)
Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10

Boom-Type Backfilling Machine
Bridge Crane
Cary-Lift or similar
Chemical Grouting Machine
Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
Derrick Barges (except excavation work)
Euclid Loader and similar types
Gradesetter, Grade Checker
Heavy Duty Rotary Drill Rigs
Lift-Slab (Vagtborg and similar types)
Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
Locomotive (over one hundred (100) tons, single or multiple units)
Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
Pre-Stress Wire Wrapping Machine
Rubber-Tired Scraper, Self-Loading
Single-Engine Scraper (over thirty-five (35) cu. yds.)
Shuttle Car (Reclaim Station)
Train Loading Station
Trenching Machine multi-engine with sloping attachments (Jefco or similar)
Vacuum Cooling Plant
Whirley Crane (up to and including twenty-five (25) tons)

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Group 10A

Backhoe-Hydraulic (up to and including one (1) cu. yd.)
Backhoe (up to and including one (1) cu. yd.) (Cable)
CMI Dual Lane Auto-Grader SP30 or similar type
Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
Finish Blade
Gradalls (up to and including one (1) cu. yd.)
Motor Patrol Operator
Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
Rubber-Tired Scraper, Self-Loading (twin engine)
Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11

Automatic Asphalt or Concrete Slip-Form Paver
Automatic Railroad Car Dumper
Canal Trimmer
Cary Lift, Campbell or similar type
Cranes (over twenty-five (25) tons)
Euclid Loader when controlled from the Pullcat
Highline Cableway Operator
Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
Multi-Engine Scrapers (when used to Push Pull)
Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
Self-Propelled Compactor (with multiple-propulsion power units)
Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
Slip-Form Paver (concrete or asphalt)
Tandem Cats and Scraper
Tower Crane Mobile (including Rail Mount)
Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
Universal Liebherr and Tower Cranes (and similar types)
Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
Whirley Cranes (over twenty-five (25) tons)

Group 11A

Band Wagons (in conjunction with Wheel Excavators)
Operator of Helicopter (when used in construction work)
Loader (over twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
Remote-Controlled Earth Moving Equipment
Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

2017-2018 Prevailing Wage Rates - Elko County

Group 1

Cranes over 100 tons
Derrick over 100 tons
Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

Group 3

Cranes, 45 tons and under
Self Propelled Boom Type Lifting Device, 45 tons and under

Group 4

Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5

Boom Cat

OPERATING ENGINEER -Piledriver

Group 1

Derrick Barge Pedestal mounted over 100 tons
Clamshells over 7 cu. yds.
Self Propelled Boom Type Lifting Device, over 100 tons
Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
Clamshells up to and including 7 cu. yds.
Self Propelled Boom Type Lifting Device over 45 tons
Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

Derrick Barge Pedestal mounted under 45 tons
Self Propelled Boom Type Lifting Device 45 tons and under
Skid/Scow Piledriver, any tonnage
Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

Assistant Operator in lieu of Assistant to Engineer
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

Deck Engineer

Group 7

No current classification

Group 8

Deckhand

Fireman

ZONE RATES

BRICKLAYER

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over fifty (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles	\$0.00
Zone 2-36-75 Miles	\$1.25
Zone 3-Over 75 Miles	\$5.37

CARPENTER (Building and Heavy Highway and Dam Construction)

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

Zone 1-0 to 50 miles	\$0.00 (road miles of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-51-150 miles	\$3.00
Zone 3-151-300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

CEMENT MASON

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1-0-90 miles	\$0.00
Zone 2-91 miles and over	\$6.00

ELECTRICIAN

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

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$8.00
Zone 3 -91 miles and over	\$10.00

ELECTRICIAN-COMMUNICATION TECH

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

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$5.00
Zone 3 -91 miles and over	\$7.00

HOD CARRIER-BRICK MASON TENDER

In addition to HOD CARRIER BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a road miles from the Washoe County Courthouse:

Zone 1-35 to 75 miles	\$1.25
Zone 2-76 miles and over	\$7.50

HOD CARRIER-PLASTERER

In addition to HOD CARRIER PLASTERER rates add the applicable amounts per hour, calculated based on a road miles from So. Virginia St., Reno, Nevada:

Zone 1-70 miles	\$0.00
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Zone 2-70 miles and over \$8.00

LABORER (Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles \$0.00
Zone 2-51 to 150 miles \$3.00
Zone 3-151 to 300 miles \$4.00
Zone 4-301 miles and over \$5.00

LABORER (Building Construction)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles \$0.00
Zone 2-51 to 150 miles \$3.00
Zone 3-151 to 300 miles \$4.00
Zone 4-301 miles and over \$5.00

MECHANICAL INSULATOR

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Reno City Hall:

Zone 1-0-20 miles- \$1.25
Zone 2-21-40 miles- \$2.50
Over 40 miles- \$10.63

MILLWRIGHT

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 14 miles \$0.00
Zone 2-15 to 35 miles \$1.50
Zone 3-35 miles and over \$3.25

OPERATING ENGINEER

In addition to: OPERATING ENGINEER; STEEL FABRICATOR and ERECTOR, PILED RIVER, SURVEYOR and LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on a radius from the Washoe County Courthouse:

Zone 1-0 to 75 miles \$0.00
Zone 2-75 to 150 miles \$3.00
Zone 3-151 to 300 miles \$4.00
Zone 4-301 miles and over \$5.00

PLASTERER

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1-0-70 miles \$0.00
Zone 2-70 miles and over \$8.00

SHEET METAL WORKER

In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated based on a radius from the courthouse in Reno, Nevada:

Zone 1-0 to 75 miles	\$0.00 (including the City of Fallon and the Fallon Naval Air Base)
Zone 2-over 75 miles	\$8.12

TILE SETTER/TERRAZZO WORKER/MARBLE MASON

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over thirty five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles	\$0.00
Zone 2-35-75 Miles	\$1.25
Zone 3-Over 75 Miles	\$5.00

State of Nevada Department of Business & Industry



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2017-2018 PREVAILING WAGE RATES

- AMENDMENT 3
-
- Classification – *Sprinklerfitter*
- County – Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe
- Effective – October 26, 2017
-
-
- Carson City, Churchill, Douglas, Elko, Humboldt, Lander, Pershing, and Storey

SPRINKLERFITTER	RATE	NSHE OR SCHOOL DISTRICT
Sprinkler Fitter-Journeyman	21.00	18.90
Sprinkler Fitter-Foreman	21.00	18.90
Sprinkler Fitter-General Foreman	21.00	18.90

- Eureka, Lyon and Mineral

SPRINKLERFITTER	RATE	NSHE OR SCHOOL DISTRICT
Sprinkler Fitter-Journeyman	20.50	18.45
Sprinkler Fitter-Foreman	20.50	18.45
Sprinkler Fitter-General Foreman	20.50	18.45

Washoe

SPRINKLERFITTER	RATE	NSHE OR SCHOOL DISTRICT
Sprinkler Fitter-Journeyman	21.00	18.90