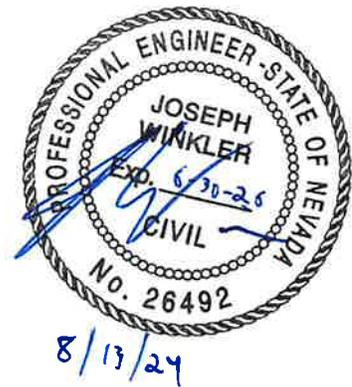
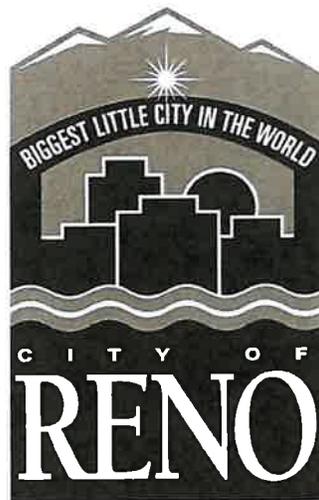


CITY OF RENO  
PUBLIC WORKS DEPARTMENT

PROPOSAL, CONTRACTS AND  
SPECIAL PROVISIONS  
FOR

OLD VIRGINIA STREET REPAIRS  
CONTRACT NO. F100138  
PWP WA-2024-494

NOT REPRODUCIBLE



Director of Public Works  
Kerrie Koski, P.E.

SECTION 010 – NOTICE TO CONTRACTORS

**Proposals Requested  
By  
CITY OF RENO – PUBLIC WORKS DEPARTMENT  
OLD VIRGINIA STREET REPAIRS  
CONTRACT NUMBER F100138**

Proposals via PlanetBids will be received by the City of Reno until 2:00 P.M. Local Time on Thursday, August 22, 2024, for Contract Number F100138.

Said Proposal shall include all labor, tools, implements, machinery, materials, and any incidentals necessary to complete the work in the manner and time prescribed, and in strict conformity with the Contract Documents to the satisfaction of the City Engineer. In general, the major work items include:

The street rehabilitation shall include, but is not limited to, grading, temporary and permanent pavement patching, grind and overlay, section reconstruction with removal of existing materials, pulverization of existing asphalt and base, placement of new asphalt, pavement striping, provisions for traffic control for the duration of the project, and other miscellaneous work as outline in the Improvement Plans, the Specifications, and these General Provisions. The project area includes Old Virginia Road from Damonte Ranch Parkway to approximate 1500 ft north of Damonte Ranch Parkway.

The Bidders attention is directed to Nevada Revised Statutes 338.0116, setting forth the requirements for the use of apprentices on public works which requires a contractor or subcontractor to comply with certain requirements relating to the use of apprentices on public works.

Digital copies of the plans, specifications and related documents are available through PlanetBids (Invitation #CP-2024-22) for downloading from the City of Reno's website <http://reno.gov/business/bids-rfps>. Only those bidders who have registered as a vendor and are included in and appear on the prospective bidders list may submit a bid.

The contact person for this project is Joe Winkler, P.E., Associate Civil Engineer with the City of Reno, and may be reached at (775) 247-3341 or [winklerj@reno.gov](mailto:winklerj@reno.gov).

Adv. Reno Gazette-Journal – August 13, 2024 & August 20, 2024  
1 Proof

**SECTION 015 – INSTRUCTIONS TO BIDDERS**

**OLD VIRGINIA STREET REPAIRS  
CONTRACT NUMBER F100138  
PWP WA-2024-494**

Proposals via PlanetBids will be received by the City of Reno until 2:00 P.M. Local Time on Thursday, August 22, 2024, for Contract Number F100138.

Said Proposal shall include all labor, tools, implements, machinery, materials, and any incidentals necessary to complete the work in the manner and time prescribed, and in strict conformity with the Contract Documents to the satisfaction of the City Engineer. In general, the major work items include:

The street rehabilitation shall include, but is not limited to, grading, temporary and permanent pavement patching, grind and overlay, section reconstruction with removal of existing materials, pulverization of existing asphalt and base, placement of new asphalt, pavement striping, provisions for traffic control for the duration of the project, and other miscellaneous work as outline in the Improvement Plans, the Specifications, and these General Provisions. The project area includes Old Virginia Road from Damonte Ranch Parkway to approximate 1500 ft north of Damonte Ranch Parkway.

The Bidders attention is directed to Nevada Revised Statutes 338.0116, setting forth the requirements for the use of apprentices on public works which requires a contractor or subcontractor to comply with certain requirements relating to the use of apprentices on public works.

Digital copies of the plans, specifications and related documents are available through PlanetBids (Invitation #CP-2024-22) for downloading from the City of Reno's website <http://reno.gov/business/bids-rfps>. Only those bidders who have registered as a vendor and are included in and appear on the prospective bidders list may submit a bid.

The contact person for this project is Joe Winkler, P.E., Associate Civil Engineer with the City of Reno, and may be reached at (775) 247-3341 or [winklerj@reno.gov](mailto:winklerj@reno.gov).

All Proposals shall be subject to and must be uploaded using the City of Reno Proposal Forms provided in the Contract Documents. Failure to submit the Proposal on the forms or without all forms in the Proposal completed will be grounds for the Proposal being rejected.

Some errors in printing have been observed from contractors printing from Apple or Mac computers. Please check your documents to ensure that documents are displaying correctly prior to submittal.

All bidders shall appear on the official prospective bidders list.

The City reserves the right to reject any or all Proposals.

The attention of Bidders is directed to the State Contractor's License Law (NRS Provision 624.700 as amended to date).

A certified check, cashier's check, bid bond or cash, in the amount of five percent (5%) of the total bid must accompany each Proposal, as a guarantee that if awarded the Contract, the Bidder will execute the Contract, give the two (2) bonds required, and present evidence of the required liability insurance and being licensed under the provisions Chapter 4.04 of the Reno Municipal Code. Said check shall be made payable to the City of Reno, and said bond shall be executed by an approved surety, if used. The

provision of any such bond, check, or cash is conditioned to the effect that should the Bidder to whom the Contract is awarded fail to enter into the Contract in accordance with the Proposal, give the two (2) bonds required by said Contract, present sufficient evidence of required liability insurance and being licensed under the provisions of Chapter 4.04 of the Reno Municipal Code within ten (10) calendar days after notice of such award, the surety company shall forthwith pay the City of Reno the sum set forth in the bid bond, and the City shall be entitled to deposit the cash or check as liquidated damages.

The Bidder's attention is especially directed to NRS 338.125, NRS 338.130 and NRS 613.250.

For projects which are estimated to exceed \$2.5 million in accordance with the engineer's estimate, Bidders must be prequalified pursuant to NRS 338.1382(1)(a) to bid on the project. Bidders at the time of submission of the bid must be qualified by the State of Nevada Public Works Board and be on the State Public Works Board Qualified Bidder List. A bidder not prequalified is not an eligible bidder.

In order to claim the benefits of NRS 338.147 or 338.1389, the bidder must attach a Certificate of Eligibility at the time of the proposal submittal and complete and submit the Affidavit Regarding Preference in bidding within 2 hours after completion of the opening of the bids.

Contractors who appear on the Nevada State Office of the Labor Commissioner's Disqualified Contractor list or the Federal Government General Services Administration (GSA) System for Award Management (SAM) with an exclusion will not be eligible for award of the contract.

Bidders shall hold a valid State of Nevada Contractor's License of a class corresponding to the work to be performed at the time the Proposal is submitted to the City of Reno. Failure to possess the appropriate contractor's license at the time the Proposal is submitted will result in the Proposal being rejected.

The successful Bidder must possess a valid City of Reno Business License prior to the award of any Contract. RMC 4.04.020 applies to subcontractors as to Business License requirements.

NRS 338.072 provides that any subcontractor of the successful bidder who is awarded the contract must also hold a state business license issued pursuant to Chapter 76 of the Nevada Revised Statutes.

Bidders are advised that they must have in place a drug and alcohol policy applicable to workers who will be employed on this project. The policy must be an approved Federal drug and alcohol policy/program which provides, at a minimum, that the use of alcohol, and use, possession, transfer, and sale of illegal drugs, narcotics, or other unlawful substances are prohibited while working on any site in connection with work performed under this contract and assurances that the contractor's subcontractors are required to cooperate with the contractor's policy. Each contractor shall demonstrate compliance by submitting with its bid the certification form found within this document under penalty of perjury that the policy is in place, that it will be actively enforced and that workers who will be employed on the project will be subject to this policy.

The successful Bidder shall furnish to the City of Reno, the appropriate insurance certificates and bonds as outlined hereinafter, prior to execution of the Contract as set forth in Section 100.14 - Insurance. Bidders must execute the Acknowledgement of Insurance Requirements. Bidders are to submit any requests for information as to insurance requirements prior to submitting a bid.

If the Unit Bid Item prices and/or schedule of values of a prospective bidder's bid are determined by the City to be unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. A bid may be rejected if the City of Reno determines that the lack of balance poses an unacceptable risk to the City of Reno.

The minimum wages to be paid for labor shall not be less than the prevailing wages scale for Washoe County as determined by the Labor Commissioner of the State of Nevada. The provisions of NRS 338.020 through NRS 338.090 shall apply.

A person who bids on this contract may file a notice of protest regarding the awarding of the contract in accordance with NRS 338.142. The protestant must comply with all requirements set forth in NRS 338.142. Further, the protestant will be required, at the time of filing the protest, to post a bond or submit other security, in a form approved by the City and in the amount as set forth in NRS 338.142(3). The protest must be directed to the attention of the Director of Public Works and must be delivered to the Clerk's Office, One East First Street, Second Floor, Reno, Nevada 89501.

Minority and Women Business Enterprises will be afforded full opportunity to submit bids in response to this notice, and will not be discriminated against on the grounds of race, color, or national origin in consideration for and award of any contract entered into pursuant to this advertisement. The City of Reno affirms its interest in and encourages the different contracting communities to actively pursue participation and utilization of Minority and Women Business Enterprises on City projects.

A bidder may submit to the City of Reno requests for approved equals or clarifications on items that have been included in the specifications or on an addendum to the specifications. Any such request must be received, in writing, not less than seven (7) calendar days before the date of the scheduled bid opening. Any request for substitution must be submitted with technical data, test results, or other information as evidence that the substitute offered is equal to or better than what is specified.



---

Catie Harrison, P.E.  
Engineering Manager

**SECTION 030 – PRINCIPAL CONTRACTOR**

Principals: Please see attached Certificate of Secretary.

Name:	Title:
_____ / _____	_____ / _____
_____ / _____	_____ / _____
_____ / _____	_____ / _____

The following principal(s) is/are authorized to enter into contract

For: Granite Construction Company  
(Prime Contractor Company Name)

Please see attached Certificate of Secretary.  
\_\_\_\_\_  
\_\_\_\_\_

Principals not listed above: Please see attached Certificate of Secretary.

Name:	Title:
_____ / _____	_____ / _____
_____ / _____	_____ / _____
_____ / _____	_____ / _____

**CHECK ONE:**  CORPORATION     PARTNERSHIP     INDIVIDUAL-OWNED

I, Chris Burke, VP, Nevada Region, certify that the above list includes all owner and financial partners of the above-mentioned company-corporate structure to the best of my knowledge.

  
\_\_\_\_\_  
Contractor's Signature



08/22/2024  
\_\_\_\_\_  
Date

**TOTAL VALUE OF THE WORK TO BE COMPLETED BY THE PRIME CONTRACTOR**  
**\$ 701,000.**

**MUST BE 50% OR GREATER OF THE TOTAL BASE BID WITHOUT FORCE ACCOUNT.**

# GRANITE CONSTRUCTION COMPANY

## CERTIFICATE OF SECRETARY

---

**RESOLVED**, that, effective April 9, 2024 through December 31, 2024, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective April 9, 2024 through December 31, 2024, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective April 9, 2024 through December 31, 2024, the individuals named on the attached Exhibit 1 and Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective April 22, 2024 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: April 22, 2024

  
\_\_\_\_\_  
M. Craig Hall

**SECTION 070 – CONTRACT**

**CONTRACT**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and \_\_\_\_\_, hereinafter called the Contractor.

Witnesseth, that the Contractor agrees with the City, for the consideration and agreements hereinafter mentioned and contained to be made and performed by the City, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney and hereunto annexed, that they, the Contractor, shall and will at their own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City,

**OLD VIRGINIA STREET REPAIRS  
CONTRACT NUMBER F100138  
PWP WA-2024-494**

together with incidental items necessary to complete the work in strict conformity, in every part and particular, with the annexed plans, special provisions and technical specifications which are made a part hereof (Contract Documents), and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the unit prices set forth in the "Schedule of Prices" forms hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, for the prices in the Proposal Schedule of Prices Bid form, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage and Equal Opportunity requirements hereto annexed and hereby made a part of this Agreement. The Contractor further agrees that they shall promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the Proposal of said Contractor, then Contract Documents shall

control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

- Executed Change Orders
- Contract
- Addenda
- Special Provisions or Technical Specifications
- Supplemental General Provisions
- Proposal
- City of Reno Standard Detail Drawings
- Standard Specifications for Public Works Construction

In the event of a conflict between the Specifications and the Drawings, the more restrictive shall prevail.

The Contractor hereby further agrees to receive and accept the Contract Sum of

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

And the said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the City from any and all claims or liability on account of work performed under this Contract other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written.

ATTEST:

City of Reno, Nevada

\_\_\_\_\_  
City Clerk, City of Reno

\_\_\_\_\_  
Hillary L. Schieve, Mayor

I hereby certify that I have examined the written contract and find the same to be in accordance with the Reno Municipal Code.

By: \_\_\_\_\_  
(Deputy City Attorney)

CONTRACTOR'S SIGNATURE FOLLOWS ON NEXT PAGE

**CONTRACTOR'S ACKNOWLEDGEMENT**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Principal Signature)

\_\_\_\_\_  
(Principal Printed Name)

**CONTRACTOR'S NOTARY:**

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

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

\_\_\_\_\_  
(Name of party signing this affidavit & Proposal Form)

known to me to be the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

acknowledged to me that he executed the above instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)

**SECTION 075 - PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Reno in the State of Nevada has awarded to

\_\_\_\_\_ hereinafter designated as the "Principal", a Contract for construction of the OLD VIRGINIA STREET REPAIRS, CONTRACT NUMBER F100138, and WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract;

NOW, therefore, we the Principal and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Reno in the State of Nevada, in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), lawful money of the United States, being not less than one hundred percent (100%) of the estimated Contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden principal, their heirs, executors, administrators, successors or assigns shall make full, complete and satisfactory repair and replacements or totally protect the said City of Reno in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done.

Further, the above obligation shall hold good by the above bounden Principal, his heirs, executors, administrators, successors or assigns during the one (1) year warranty period if any defect is found to exist and efforts to rectify the defect cannot be executed during the one (1) year warranty period, the warranty period shall extend until the defect is remedied to the full and complete satisfaction of the City of Reno in the State of Nevada. If this defect causes additional defects during this extended warranty period, the additional defects shall also be remedied by the above bounden Principal, his or its heirs, executors, administrators, successors or assigns to the full and complete satisfaction of the City of Reno in the State of Nevada. The above obligation shall remain in full force and effect; otherwise the above obligation shall be void.

And the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and

it does hereby waive notice of any such change, extension of time, alteration to the terms of the contract, or to the work, or to the specifications.

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

**CONTRACTOR:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Principal Signature)

\_\_\_\_\_  
(Principal Printed Name)

**CONTRACTOR NOTARY:**

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

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

\_\_\_\_\_  
(Name of party signing this affidavit & Proposal Form)

known to me to be the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

acknowledged to me that he executed the above instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
(Deputy City Attorney)

**SURETY:**

\_\_\_\_\_  
(Surety Company Name)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Surety Printed Name)

**SURETY NOTARY:**

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

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

\_\_\_\_\_  
(Name of party signing this affidavit & Proposal Form)

known to me to be the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

acknowledged to me that he executed the above instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)

Countersigned by Licensed Agent

\_\_\_\_\_  
(Signature)

On \_\_\_\_\_ for \_\_\_\_\_  
(Date) (Licensed Agent Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

\_\_\_\_\_  
(Phone Number)

**SECTION 080 - LABOR AND MATERIALS BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Reno in the State of Nevada has awarded to

\_\_\_\_\_ hereinafter designated as the "Principal", a Contract for construction of the OLD VIRGINIA STREET REPAIRS, CONTRACT NUMBER F100138, and WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract;

NOW, therefore, we the Principal and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Reno in the State of Nevada, in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), lawful money of the United States, being not less than one hundred percent (100%) of the estimated Contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

**CONTRACTOR:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Principal Signature)

\_\_\_\_\_  
(Principal Printed Name)

**CONTRACTOR NOTARY:**

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

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

\_\_\_\_\_  
(Name of party signing this affidavit & Proposal Form)

known to me to be the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

acknowledged to me that he executed the above instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
(Deputy City Attorney)

**SURETY:**

\_\_\_\_\_  
(Surety Company Name)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Surety Printed Name)

**SURETY NOTARY:**

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

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

\_\_\_\_\_  
(Name of party signing this affidavit & Proposal Form)

known to me to be the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

acknowledged to me that he executed the above instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)

Countersigned by Licensed Agent

\_\_\_\_\_  
(Signature)

On \_\_\_\_\_ for \_\_\_\_\_  
(Date) (Licensed Agent Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

\_\_\_\_\_  
(Phone Number)

At least 50 percent of the design professionals working on the public work, including, without limitation, any employees of the contractor, applicant or design build team and of any subcontractor engaged on the public work, collectively and not on any specific day, will have a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada;

The contractor, applicant or design-build team and any subcontractor engaged on the public work will maintain and make available for inspection within this State his or her records concerning payroll relating to the public work.

A failure to comply with any requirement of NRS 338.0117 entitles the public body to a penalty pursuant to Subsections 5 and 6 of NRS 338.0117.

### **100.12 – CONTRACT, PROJECT CONSTRUCTION COORDINATION**

The Bidder to whom award is made shall execute a written Contract with the City of Reno within ten (10) calendar days after the date on which the Contract is awarded.

At the preconstruction meeting, the Contractor shall designate a representative who will be on the job or available for communication at all times during construction. The Contractor's representative shall be available twenty-four (24) hours a day by mobile telephone, home telephone, answering service, pager, or other means acceptable to the Engineer. The representative shall be the contact person representing the Contractor and shall be capable of giving direct field orders as the need arises and addressing property owner concerns. Official job communication shall be conducted between the Contractor's representative and the Engineer. It is the intent of this Contract that the Contractor's representative shall be the same person for the entire duration of the project. A proposed change of the Contractor's representative during the course of the project is subject to approval by the City.

### **100.13 – CONTRACT SECURITY**

The successful bidder shall, at the time of signing the Contract, furnish the following listed bonds of a surety company or companies authorized to do business in the State of Nevada and satisfactory to the City of Reno. The bonds shall be made payable to the City of Reno.

#### **100.13.01 – PERFORMANCE BOND**

A bond in an amount equal to 100 percent of the full amount of the Contract, as surety for the faithful performance of the Contract, and for the fulfillment of such other requirements as may be provided by law shall be required. The faithful performance bond shall remain in effect for one (1) year after final payment has been accepted by the Contractor.

#### **100.13.02 – LABOR AND MATERIALS BOND**

A bond in an amount equal to 100 percent of the full amount of the Contract as surety for the payment of materials and labor costs for which the Contractor has obligated themselves will be required.

## 100.14 – INSURANCE

*Delete Standard Specification section and replace with the following:*

Each insurance policy shall bear at least thirty (30) day written notice of cancellation to the certificate holder for any reason other than non-payment of premium which shall bear at least ten (10) day written notice of cancellation.

If the city is notified prior to completion of this contract, that any required insurance is or will be no longer in effect or is scheduled to be cancelled, the city will issue a notice that if insurance is not reinstated prior to expiration of the policy the work will be suspended. It will be the sole responsibility of the contractor to re-establish any and all insurances no longer in effect and provide a copy of current insurance to the Engineer before contractor is allowed to continue work on the jobsite. The insurance must be the same coverage as the original insurance required by this contract. The contractor is not allowed to do any work until it receives a written notice from the city to resume work. The city will not bear any costs associated with the work stoppage due to the lapse in insurance, nor any costs associated with any mobilization or de-mobilization incurred by the contractor due to the insurance lapse. Working days will remain in effect during this time and will continue to count as if the contractor was still working.

If the insurance is not re-established prior to the cancellation date, the contractor will be considered in breach of contract and the contract will be terminated pursuant to Section 100.28.

Insurance requirements which shall remain in full force until the final acceptance.

### 100.14.01 – LIABILITY INSURANCE

*Delete Standard Specifications section and replace with the following:*

At all times during the agreement term, Contractor shall procure and maintain, at its sole expense, the following insurance coverage unless waived in writing:

**Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG 00 01 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

The following coverage shall not be limited, by endorsement or otherwise:

1. Contractual liability coverage, including the definition of "Insured Contract" and the contractual liability exception to the employer's liability exclusion.
2. Completed operations coverage, including the subcontractor exception to the "damage to 'your work'" exclusion.
3. The provisions of Subparts (5) and (6) of the "damage to property" exclusion pertaining to "that particular part..." in ISO form CG 00 01 04 13.

If any underground work will be performed, the policy limits shall be no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products-completed operations aggregate and shall be endorsed to include electronic data liability coverage form CG 04 37 (or equivalent).

In addition, Explosion, Collapse, Pollution and Underground coverage must be reflected in the insurance certificates and shall be no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products-completed operations aggregate.

The Contractor shall maintain limits of no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products-completed operations aggregate, or the amounts customarily carried by the Contractor, whichever are greater. The general aggregate limit shall apply on a per project or location basis.

The policy shall include the City, including its elected officials, officers, employees, agents and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor, products and completed operations of the Contractor and for premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds.

**The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent, including additional insured coverage for the Contractor's premises, operations products and completed operations exposures. The certificate shall confirm Excess Liability is following form.**

**The Contractor shall obtain and maintain Completed Operations Liability Insurance through the statute of repose after completion of the Project. The limit of Completed Operations Liability Insurance coverage shall be the same as the limit for General Liability.**

The Contractor's insurance coverage shall be considered primary insurance. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute in any way.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

The Contractor shall furnish the City a policy or certificate of liability insurance issued by an authorized representative of the insurance carrier including policy forms and endorsements confirming the required coverage. The contract number and name of contract for this project shall be included on the certificate.

This contract includes work that may result in exposure to "hazardous material" as this term is defined by applicable law, including, but not limited to waste, asbestos, fungi, bacterial, and mold.

**Automobile Coverage** at least as broad as Insurance Services Office Business Auto Coverage form CA 00 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if non owned and hired auto liability are included.

The Contractor shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

The Contractor's policies shall be endorsed to provide a thirty (30) day written notice of cancellation to the certificate holder for any reason other than non-payment of premium which shall bear at least ten (10) day written notice of cancellation.

Certificate Holder: City of Reno  
P.O. Box 1900  
Reno, NV 89505

Acceptability of Insurers: Insurance is to be placed with an A.M. Best Company, Inc. rating level of **A-** or better, financial size category of **VIII** or better, or otherwise approved by the City in its sole discretion. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

The Contractor shall include all subcontractors as insureds under its policy or it shall require its subcontractors to maintain separate liability coverages and limits as set forth herein.

#### **100.14.01 – PROPERTY INSURANCE**

The Contractor shall purchase and maintain property insurance for his property located at the project site.

This policy shall provide for a waiver of subrogation in favor of the City and Contractor.

The insurance shall remain in effect until final acceptance by the City.

Acceptability of Insurers: Insurance is to be placed with an A.M. Best Company, Inc rating level of **A-** or better, financial size category **VIII** or better, or otherwise approved by the City in its sole discretion. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada or on the Insurance Commissioner's approved but not admitted lists.

#### **100.14.02 - WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain Workers' Compensation and Employer's Liability insurance at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada.

The policy shall include an endorsement waiving the insurance company's rights of subrogation against the City. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13.

It is understood and agreed that there shall be no Worker's Compensation and Employer's Liability coverage provided for the Contractor or any subcontractor by the City. The Contractor, and any subcontractor(s), shall procure, pay for and maintain required coverage. The Contractor agrees, as a precondition to the performance of any work under this Contract and a precondition to any obligation

of the City to make any payment under this Contract, to provide the City with certificates issued by an insurance company that shows compliance with this Contract and Nevada Revised Statutes (NRS) 616B.627 and 617.210, respectively. Should the Contractor be self-funded, the Contractor shall so notify the City in writing prior to the signing of a Contract. The City reserves the right to accept or reject a self-funded Contractor and to approve the amount of any self-insured retentions. The Contractor agrees that the City is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a contract with the self-funded contractor.

Upon completion of the project, the Contractor shall, if requested by the City, provide the City with a Final Certificate for itself and each subcontractor showing that the Contractor and each subcontractor had maintained the required insurance by paying all premiums due throughout the entire course of the project. If the Contractor or subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

Worker's Compensation and Employer's Liability: Workers' Compensation coverage shall be provided with statutory limits in the State of Nevada. Employer's Liability limits of \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.

If the Contractor fails to make payment for the workmen's compensation insurance, the City will immediately make payment and deduct the cost thereof from the payment then or thereafter due the Contractor.

### **100.14.03 – ACCIDENT PREVENTION AND SAFETY**

This Section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of the City to develop, manage, direct, and/or administer the safety and health programs of contractors or in any way assume the responsibility for the safety and health of their employees. It is required that all contractors adhere to applicable federal, state, and local safety and health standards.

The Contractor shall comply with the Federal Contract Work Hours and Safety Standards Act, as set forth in Title 29, CFR. Copies of the regulations may be obtained at [www.ecfr.gov](http://www.ecfr.gov).

The Contractor shall comply with the provisions of the State of Nevada Occupational Safety and Health Act and Federal Occupational Safety and Health Act, as amended.

The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions, on their own responsibility, reasonably necessary to protect the life and the health of employees on the job, the safety of the public, and to protect property in connection with the performance of the work covered by this contract.

It is not the intent of the City to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by the Contractor and their subcontractor groups. Contractors and their subcontractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations which are applicable to the work.

The Contractor shall notify the Engineer immediately of all incidents involving personal injury and/or property damage. Provide a written report known as the Incident Report within 24 hours of any incident. Report for each incident occurrence shall include: