

EXHIBIT A

SPECIAL PROVISIONS

FOR

D0-124-08

Cold-in-Place Recycle at Various Locations
Statewide

Douglas, Elko, Lander, Nye, Washoe
and White Pine Counties, Nevada

BY

NEVADA DEPARTMENT OF TRANSPORTATION
ADMIN. SERVICES DIVISION
1263 SOUTH STEWART STREET
CARSON CITY, NV 89712

TELEPHONE: (775) 888-7070

INSTRUCTIONS TO CONTRACTORS

The Nevada Department of Transportation is requesting bid proposals for Cold-in-Place Recycle at Various Locations Statewide, Douglas, Elko, Lander, Nye, Washoe and White Pine Counties, Nevada.

The following documents are included in these instructions:

1. Instructions to Contractors, pages i - ii
2. Exhibit A - Special Provisions, pages iii - xxxvi
3. State Wages, pages xxxvii - clxxviii
4. Additional Contract Provisions Equal Employment Opportunity Practices, pages clxxix - clxxxiv
5. NDOT Bidder Subcontractor Information (5%), page clxxxv
6. NDOT Bidder Subcontractor Information (1%), page clxxxvi
7. Subcontractors Bidding on NDOT Contracts, page clxxxvii
8. Bid Proposal Form, pages clxxxviii - cxc
9. Anti-Collusion Affidavit, page cxc
10. Exhibit B - Boring Logs, pages cxcii - cxcviii
11. Exhibit C - Location Data Sheets, page cxcix
12. Exhibit D - Material Source Data, pages cc - ccxxxiv
13. Independent Contractor's Agreement, pages 1 - 10
14. Performance, Labor and Material Bonds, pages 11 - 14

Note: Insurance Requirements are on Page 5 ARTICLE VI - MISCELLANEOUS PROVISIONS, Paragraphs 5 and 6 of the Agreement.

As required by the Independent Contractor's Agreement, Article VI - Miscellaneous Provisions, **all insurance** required by the Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-:VII. A draft copy of the Agreement is attached to this Scope of Services.

For further information regarding this Contract, contact Kent Mayer, Project Manager (775) 888-7856.

The Qualified Products List (QPL) dated March 6, 2008 shall be used on this contract.

This is a State project so the bidder is required to hold a valid Contractors license of a class corresponding to the work to be done prior to submitting a bid in accordance with the provisions of NRS Chapter 624.

Contractors desiring to bid on this work, and not already qualified under State law, shall file with the Nevada Department of Transportation in Carson City, Nevada, not later than five (5) days prior to the date for opening of bids, a complete application for qualification on forms furnished by the Department. The attention of bidders is directed to the State Contractors License Law requirements (NRS 624, as amended to date), that a Contractor hold a valid license of a class corresponding to the work to be done. Request for license may be directed to the Secretary of the State Contractors Board, 9670 Gateway Drive, Suite 100, Reno, Nevada 89511.

The bidder's attention is directed to the provisions of NRS 338.147 which is summarized as follows: A responsible bidder who at the time of submitting his bid provides a copy of a certificate of eligibility to receive a preference in bidding on public works, issued to him by the State Contractor's Board, shall be deemed to have submitted a better bid than a competing bidder who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more

than 5% higher than the amount bid by the competing bidder. The minimum wage to be paid on this contract shall be as determined by the Secretary of Labor or the State Labor Commissioner and are set forth in the contract documents.

The following documents are required at time bid is submitted or bid will be rejected. All papers bound with or attached to the proposal form are considered a part thereof and do not detach or alter them when submitting the proposal:

1. Cash, certified check, cashiers check, or a properly executed bid bond in the amount of 5% of the total amount of bid.
2. Signed Bid Proposal.
3. Signed NDOT Bidder Subcontractor Information (5%).
4. Signed Anti-Collusion Affidavit.

Fill in the enclosed Bid Proposal Form completely. Enclose the **ENTIRE PACKAGE** in an envelope clearly marked "**SEALED BID - D0-124-08**" along with the Company name and mail or deliver to:

NEVADA DEPARTMENT OF TRANSPORTATION
ADMIN. SERVICES DIVISION
1263 South Stewart Street, Room 101
Carson City, Nevada 89712

Sealed proposal will be received by the Director of the Department of Transportation, at the Administrative Services Division in room number 101, until and opened at 2:30 p.m., Thursday, April 3, 2008. Bids will be opened and read in the Third Floor Conference Room 302 at the above hour and date. Contractors or their representatives are invited to attend this bid opening.

The right is reserved to reject any or all bid proposals, or to accept the bid proposal deemed best for the interest of the State of Nevada.

SPECIAL PROVISIONS

These Special Provisions supplement and modify the "Standard Specifications for Road and Bridge Construction," 2001 Edition. All of the requirements and provisions of said Standard Specifications shall apply, except where modified by the plans and these Special Provisions.

This is an English unit contract and all of the requirements and provisions given therefore shall apply. Make no reference to metric units unless metric units are the only units given or otherwise specified for both English unit and metric unit contracts.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.03 Contents of Proposal Forms. Subparagraph "(a) Subcontractor Information." in this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

(a) Subcontractor Information for State Funded Contracts. By the provisions of NRS 338.141, comply with the following requirements:

1. Provide the name of each subcontractor who will be paid an amount exceeding 5% of the total bid. Within 2 hours after the completion of the opening of bids, the 3 apparent lowest bidders must submit a list of the names of each subcontractor who will be paid an amount exceeding 1% of the total bid or \$50,000.00, whichever is greater, and the number of the license issued to the subcontractor pursuant to

102.05 Examination of Plans, Specifications, Contract Documents and Site of Work.
The Project Manager to be contacted for this contract is as follows:

NDOT Maintenance Division
Kent Mayer, Project Manager
1263 South Stewart Street
Carson City, NV 89712
(775) 888-7856

If the project manager is unavailable, contact the NDOT Maintenance Division Administrative Office at (775) 888-7050 for forwarding to an acceptable alternate.

At time of project progress, contact persons shall be as follows:

SR 373: NDOT District I, Tonopah Office
Chuck Nixon, Assistant District Engineer
P.O. Box 791
Tonopah, NV 89049
(775) 482-2303
Fax: (775) 482-2310

If the Project Manager is unavailable, contact Joe Martinez NDOT District I Maintenance Office at (702) 385-6502

SR 447 and SR 757: NDOT District II, Reno Office
Traci Larkin-Thomason, Assistant District Engineer
310 Galletti Way
Sparks, NV 89431
(775) 834-8300

If the Project Manager is unavailable, contact the NDOT Reno District II Administrative Office at (775) 834-8300 for forwarding to an acceptable alternate.

US 93: NDOT District III, Elko Office
Dana Plumb, District Support Engineer
1951 Idaho Street
Elko, NV 89801
(775) 777-2700

If the Project Manager is unavailable, contact the NDOT Elko District III Administrative Office at (775) 777-2700 for forwarding to an acceptable alternate.

US 50: NDOT District III, Ely Office
Kathy Weaver, Assistant District Engineer
1401 Altman Avenue
Ely, NV 89301
(775) 289-1700

If the Project Manager is unavailable, contact the NDOT Ely District III Administrative Office at (775) 289-1700 for forwarding to an acceptable alternate.

See attached Exhibit "B" for boring logs.

See attached Exhibit "C" for Location Data Sheet.

See attached Exhibit "D" for Material Source Data.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals. The Department's right to reject any and all proposals includes the right to reject all bids if the lowest responsive bid received exceeds the Engineer's Estimate by more than 7%.

103.03 Cancellation of Award. The second paragraph of this Subsection of the Standard Specifications is hereby deleted.

SECTION 104 - SCOPE OF WORK

104.04 Maintenance of Traffic. After Paragraph (b) on the middle of page 18 of the Standard Specifications, add the following:

- (c) Maintenance Directed by the Engineer. Special Maintenance is work that is not included in the contract but that is defined and ordered by the Engineer to benefit the traveling public. Special Maintenance includes work to maintain and repair damage to existing facilities, except for damage caused by the Contractor. Special Maintenance does not include repair of damage to any improvements constructed by the Contractor and nothing in this paragraph shall be construed to relieve the Contractor of the requirements of Subsection 107.16. Special Maintenance will be paid for as extra work according to Subsection 104.03.

SECTION 106 - CONTROL OF MATERIAL

106.01 Source of Supply and Quality Requirements. On US 50, prepare and stockpile Type II, Class B Aggregate Base, 3/8-inch and 1/2-inch screenings utilizing Pit EU 02-09 located in Eureka County at Milepost EU-26.17. This pit has some erosion problems. If this pit is used Contractor shall recontour and fix affected areas where gullies are forming.

On US 93, utilize either Pit WP 06-02 or WP 06-03 located in White Pine County at Milepost WP-108.10 with no restrictions other than those contained within the specifications and these provisions, or WP 07-01 located in White Pine County at Milepost WP 5.00 which is cleared for use with the following restrictions:

There is a raptor nest on a utility pole on the site.

Avoid disturbing the nest by avoiding the area to the southeast of the old road.

See Exhibit B - Boring Logs and Exhibit D - Material Source Data for pit information.

106.02 Local Materials. The first sentence of the seventh paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

The following requirements shall apply to all material sites used on the project regardless of whether such material sites are located on private lands or public lands, with the exception of established commercial sources, as follows:

The third, fourth, and fifth paragraphs after subparagraph (e) on the middle of page 28 of the Standard Specifications are hereby deleted.

Should material sites be located on public lands under the jurisdiction of the Bureau of Land Management, new Part 23 of Title 43 as noted in Subsection 106.03 shall pertain.

Copies of documents pertaining to each material source are attached as Exhibit D.

106.03 Possible Local Material Sources. Proposed alternate material sources shall be noxious weed free.

Subparagraph (a) on page 29 of the Standard Specifications is hereby deleted.

The first sentence of Subparagraph (b) on page 29 of the Standard Specifications is hereby deleted and the following substituted therefore:

Procure all necessary permits and clearances for the proposed site.

106.04 Samples and Tests. Add the following to the end of the fourth paragraph of this Subsection of the Standard Specifications:

Testing personnel are required to be qualified in the Nevada Alliance for Quality Transportation Construction (NAQTC) or Western Alliance for Quality Transportation Construction (WAQTC) Aggregate Module.

Subparagraph (d) on the top of page 35 of the Standard Specifications is hereby deleted and the following substituted therefore:

Aggregates for premixed bituminous paving material will be sampled before adding the bituminous material. Equip sampling points with a sampling device so constructed that representative samples will be delivered by mechanical means to a point which is accessible, safe, and satisfactory.

The last sentence of the third paragraph of Subparagraph (h) on the bottom of page 35 of the Standard Specifications is hereby deleted and the following substituted therefore:

In the event the test results fail to comply with requirements and sufficient sample is available, the remaining portion of the sample will be tested to confirm the initial test results.

The first sentence on the top of page 36 of the Standard Specifications is hereby deleted.

In the last sentence of the fifth indented paragraph from the top of page 36 of the Standard Specifications, the "91 metric tons (100 tons)" is hereby deleted and "23 metric tons (25 tons)"

Add the following to the end of the fifth indented paragraph from the top of page 36 of the Standard Specifications:

Personnel sampling bituminous material are required to be qualified in the WAQTC Asphalt Module or NAQTC Specialized Test AASHTO T40 (Sampling Bituminous Material).

106.08 Storage of Materials. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Store materials as to assure the preservation of their quality and fitness for the work. When required, store them in waterproof buildings, placed on wooden platforms or other hard, clean surfaces, and not on the ground, and cover. Stored materials, even though approved for use before storage, may be inspected before their use in the work, and they shall meet the requirements of the specifications at the time of this proposed use. Locate stored materials so as to facilitate their prompt inspection.

Aggregates which have been produced and stockpiled for use on State projects are subject to the following limitations:

- (a) Stockpile separate and apart from materials that are not to be used on State contracts.
- (b) Tag or mark in such a manner that they are easily identified as materials for State contracts.
- (c) Allow access during normal working hours for periodic inspection.

Upon approval, that portion of the right-of-way not required for public travel, excluding existing avoidance areas, may be used for storage areas, staging areas, and other purposes.

Consider full compensation for all costs involved in obtaining clearances, use and restoration of storage, staging, and project related areas located outside of the highway right-of-way as included in the price paid for the contract items of work.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed. Any project related use of areas outside of the highway right-of-way are subject to all applicable Federal, State and local laws, regulations, ordinances and clearances (including but not limited to environmental and archaeological clearances), as well as the requirements and conditions as specified herein.

107.07 Public Convenience and Safety. The first sentence of the last paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Retain a person certified by the American Traffic Safety Services Association (ATSSA) as a worksite traffic control supervisor as specified in Subsection 624.03.08.

107.09 Liability Insurance. (a) Insurance Requirements for Contractors. Paragraph (1) under the heading "a. General Liability and Automobile Liability Coverages:" on page 44 of the Standard Specifications is hereby deleted and the following substituted therefore:

(1) The Nevada Department of Transportation, its officers, officials, employees,

consultants, and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Nevada Department of Transportation, its officers, officials, employees, consultants, or volunteers.

Subparagraphs (b) and (c) of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

(b) General. Furnish the Department with one certified copy of all insurance required under subparagraph (a) of Subsection 107.09 of the Standard Specifications. Send this copy directly to the Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada 89712 - Attention: Contract Compliance Officer.

107.11 Responsibility for Damage Claims. The words "construction administration" are hereby deleted in six places in this Subsection of the Standard Specifications.

107.14 Disposal of Material Outside Highway Right-of-Way. Subparagraph (a) on page 48 of the Standard Specifications is hereby deleted and the following substituted therefore:

(a) Before removal of such material, the contractor shall obtain approval from the Department of Transportation, its officers, officials, employees, consultants, and volunteers.

and submission to external regulatory agencies as appropriate. Once the clearances have been obtained, the ESD will notify the Engineer that the Contractor may proceed with the use of the proposed site. Do not begin operations until given notification in writing.

Add the following after Subparagraph (c) on the bottom of page 48 of the Standard Specifications:

- (d) Provide written evidence at completion of project, that the landowner has accepted the post construction condition of the site and that all the terms of the agreement have been met.

107.21 Dust Control. Consider dust control as a necessary part of the work. See Section 637.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Subletting of Contract. When performed by subcontract, the following items of work, designated herein as "Specialty Items," are hereby exempted from the provisions that 50% of the value of the work be performed by the Contractor with his own organization, but are not exempted from the remaining provisions concerning subcontracting.

Specialty Items: NONE

108.02 Notice to Proceed. Commencement of the work shall be within 30 days of the date of the award of the contract.

Regardless of traffic control operations, do not stop public traffic for more than a 20 minute duration and do not delay it for more than 30 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (20 minutes stopped, 30 minutes total delay).

Should these delay restrictions be exceeded, work will be immediately suspended. If work is suspended, submit a written revised construction plan which addresses the delay problem. Upon approval of the plan the construction operations may resume. Working days will continue to be assessed during the suspension period.

Before beginning the cold recycle operation, deliver shouldering material to the locations listed in Section 307 of these Special Provisions. When additional shoulder work is required, take care to avoid damaging the recycled surface. If the cold recycled surface is damaged, repair as directed.

Prior to beginning the cold recycle operation, a 2-hour training and information presentation will be held in each District. The meeting is intended to ensure cooperation and understanding among the Department's inspectors and contract personnel. Attendance is mandatory for the Contractor's representatives directly involved with the projects, the recycling agent supplier's representative, and the Department's Resident Engineer's staff.

Do not begin the recycle operation until the plantmix bituminous dense graded surfacing and premixed bituminous paving material mixture design is approved and a minimum of 100 tons of premixed paving material is produced and in stockpile on the project, the recycling train is calibrated, and the recycling agents are approved in writing. Recalibrate the recycling train between project sites as directed.

Cold mill no more, of the roadway, than can be recycled, compacted, and sealed in one shift and opened to two way traffic during non-working hours.

Do not allow traffic on the recycled surface until initial rolling is complete. Fog seal and sand blotter will be required at areas of cross traffic and at other areas as directed.

Forecasted weather changes will require Asphalt Binder reformulation and may require coordination with recycling agent supplier's representative.

Maintain the cold recycled surface, with premixed bituminous paving material, as specified in Section 404. Place premixed bituminous paving material in designated repair patches within 24 hours of notification. Liquidated damages will be assessed according to Subsection 108.09 for failure to maintain the cold recycled surface and place the premixed bituminous paving material within 24 hours of notification. In addition, should this restriction be exceeded, all work shall be immediately suspended. Should suspension occur, the work repairing patches must be completed before any other operation may continue.

On US 93, ensure the following:

Do not begin the recycle operation until the plantmix bituminous dense graded surfacing and premixed bituminous paving material mixture design is approved and a minimum of 100 tons of premixed paving material is produced and in stockpile on the project, the recycling train is calibrated and the recycling agents are approved in writing. Recalibrate the recycling train between project sites as directed.

Do not begin the recycle operation until the placement of the full depth dense graded plantmix surfacing over the recycled mat has been scheduled with the District Engineer. Chip-seal wearing course placed by the Department on this section of roadway is dependent upon the timely placement of dense graded plantmix surfacing due to temperature constraints.

Limit the length of each work zone to a maximum of 4 miles.

Be aware throughout the project limits, there may not be lateral access for pull-off or turn-around of the cold-recycle train.

Place either temporary reflective flexible chip seal lane line markers or temporary painted pavement marking prior to allowing public traffic on new dense graded and cold recycled surfaces at no direct payment.

Be aware that cattle guards and bridges may be located within the project boundaries. Use caution during construction. Stop cold recycle operations 30 feet before cattle guards and bridge joints; and resume cold recycle operations 30 feet after cattle guards and bridge joints.

Place plantmix bituminous paving material in designated repair patches to rehabilitate areas within 30 feet of cattle guard and bridge areas.

108.09 Failure to Complete the Work on Time. Liquidated damages of \$5,000.00 per working day will be assessed for failure to complete the work in the number of working days specified in Subsection 108.02.

Liquidated damages of \$900.00 per day will be assessed for failure to clean track out areas as specified in Subsection 107.07.

Liquidated damages of \$1,000.00 per day will be assessed for failure to maintain the cold recycled surface and place premixed bituminous paving material within 24 hours of notification, as specified in Subsection 108.04.

Liquidated damages of \$1,000.00 per day per lane mile will be assessed for failure to place temporary pavement striping as specified in Subsection 632.03.04.

SECTION 109 - MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities. The tenth paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Furnish scales with a certificate of inspection by the Bureau of Weights and Measures. The scales shall be tested and inspected by the Bureau of Weights and Measures and a new inspection certificate required every twelve months or as often as deemed necessary, and after each scale move, in order to insure the accuracy of the scales. The cost of the initial scale inspection will be borne by the Department. Additional inspections shall be at own expense. Notify the Engineer a minimum of 10 working days before the date needing a scale inspection. The Engineer will verify the scale is ready for inspection and notify the Bureau of Weights and Measures, Reno (775) 688-1166 or Las Vegas (702) 486-4690.

Provide automated scales that print delivery tickets with gross weight, tare weight, net weight, accumulated total, date, pit description, description of material, and contract number. The automated scale software shall be capable of handling multiple bid items.

Add the following to the table for asphalt cements on the top of page 67 of the Standard Specifications:

Grade	L/metric ton (Gal/ton)	kg/L (lb/gal)
PG 64-28NV	981 (235)	1.019 (8.5)

109.02 Scope of Payment. Those Subsections containing pay items of Type 2, Type 2C, or Type 3 plantmix products are subject to the following requirements:

It is agreed by the parties to the contract that (a) in case the plantmix product does not conform to the Indirect Tensile Strength requirements set forth in Section 401, damage will be sustained by the Department, and that (b) it is extremely difficult to ascertain the actual damage which the Department will sustain; therefore, it is agreed the Contractor will pay to the Department as liquidated damages or the Department, at its option, may deduct from any money due or to become due the Contractor from the Department, \$0.40 per metric ton (\$0.36 per ton) per demerit for each metric ton (ton) of plantmix product placed. Remove and replace material shown by tests to have 21 or more demerits. Material removed will not be paid for and removal thereof will be at the Contractor's expense. At the option of the Engineer, material having 21 or more demerits may be left in place. If material having 21 or more demerits is allowed to remain in place, liquidated damages will be determined by the Department.

109.03 Extra and Force Account Work. The first sentence of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Extra Work approved by the Department will be paid for according to the accepted amended agreement or from the Force Account funds as listed in the Bid Proposal. Any Force Account funds not used during the term of this agreement will not be paid to the Contractor.

Add the following after "4." on the top of page 70 of the Standard Specifications:

5. Equipment obtained through a third party rental agreement will be paid by the rate established by invoice and a markup of 10% will be added thereto. Rental rate shall be comparable to other rental rates in the area. Provide a rental quote from another equipment rental company as justification for cost submitted.

SECTION 110 - WAGES AND CONDITIONS OF EMPLOYMENT

110.01 Description. The last sentence of the first paragraph of this Subsection of the Standard Specifications is hereby deleted.

The indented paragraph defining the "site of the work" on the middle of page 77 of the Standard Specifications is hereby deleted and the following substituted therefore:

The "site of the work" is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor's agents. Material sources controlled by the Department and staging areas set up to construct portions of the work are considered to be the "site of the work." Not included in the "site of the work" are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the "site of the work."

SECTION 210 - WATERING

210.03.03 Water Supply. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

(a) General. Provide an adequate water supply. Negotiate with owners of supply and sign an agreement with each owner before removing the water. Furnish a copy of said agreement. Pay all royalties occurring under such agreements and also obtain any necessary right-of-way.

(b) Water Wells and Well Points for Dewatering. Be aware that water usage may be limited in the project area. Monitoring the usage and effects on adjacent wells may also be required by the Department of Conservation and Natural Resources, Division of Water Resources. Contact the Office of the State Engineer for possible restrictions at (702) 486-2770 in Southern Nevada and (775) 684-2800 in Northern Nevada.

If electing to obtain water from an existing well or to drill a well for highway construction purposes, request a waiver be issued in accordance with Nevada Revised Statutes and the Nevada Administrative Code.

File all requests for waiver to the Engineer on the form from the Division of Water Resources website (<http://water.nv.gov/>). Ensure the request package includes the following information:

1. The location of the proposed water well by public survey, county assessor's parcel number and plot map.
2. The project and contract number.
3. The total amount of water that will be consumed each day.
4. The name, address, and telephone number of the person responsible for plugging the well. Also include the name, address, and telephone number of the owner of the land where the well is located if not the same as the person responsible for plugging the well.
5. A notarized affidavit signed by the person responsible for plugging the well which states that they will be responsible for plugging the well if it is abandoned.
6. The name, address, and telephone number of a person who will be available to answer questions concerning the contract.
7. The date the contract is scheduled to be completed.

Maintain a copy of the approved waiver onsite at all times during drilling operations.

Should circumstances dictate that the well location be moved outside of the 16.187 hectare (40 acre) subdivision described on the approved waiver, request an amendment using the correct Division of Water Resources form.

By signing and submitting a request for a waiver, agree to the following:

1. Comply with the requirements of the waiver.

2. _____

3. Use the new well for highway construction purposes only, no other use will be considered or allowed.
4. Within 3 days of completion of the contract, defined as District acceptance, plug the well in accordance with the requirements of the Office of the State Engineer.
5. Notify the Office of the State Engineer of plugging within 30 days of contract completion. Provide a copy of said notification.

(c) Changes in the Diversion or Use of Surface Water. If electing to obtain water by a change in the place of diversion, manner of use or place of use of water already appropriated, apply for a permit in accordance with NRS 533.345.

The application for the permit to change the place of diversion, manner of use or place of use of water, already appropriated, may be obtained from and shall be filed with the Department of Conservation and Natural Resources, Office of the State Engineer, Division of Water Resources, 901 South Stewart Street, Suite 2002, Carson City, Nevada 89701-5250, phone (775) 684-2800.

Provide a copy of the approved application.

210.05.01 Payment. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Full compensation for developing an adequate water supply, for furnishing all necessary equipment, for obtaining water from the source or sources, for water, for furnishing of equipment necessary to apply the water, and for monitoring shall be considered as included in the contract unit price paid for other appropriate items and no separate payment will be made therefore.

SECTION 307 - SHOULDERING MATERIAL

307.03.02 Placement and Compaction. Contractor shall deliver, haul, and place shouldering material in windrows prior to beginning cold recycle operations on SR 447, US 93 and US 50. State forces shall grade and compact after cold recycle operation is completed.

SECTION 401 - PLANTMIX BITUMINOUS PAVEMENTS - GENERAL

401.02.02 Composition of Mixtures. The first three rows of the Mix Design Requirements Table on the bottom of page 147 of the Standard Specifications are hereby deleted and the following substituted therefore:

Percent Air Voids of Compacted Bituminous Mixture (Types 2 and 3)	AASHTO T269	* 4%
Percent Air Voids of Compacted Bituminous Mixture (Types 2 and 3) (Premixed)	AASHTO T269	3 to 9%

* The mix design percent air void requirement may be adjusted to obtain passing values for other mix design requirements.

The last paragraph on page 148 and the first five full paragraphs on page 149 of the Standard Specifications are hereby deleted and the following substituted therefore:

On the first day of bituminous mix production, produce a trial mixture conforming to job-mix

- (a) Demerits may be reduced or waived if bituminous material does not conform to Section 703. Demerits apply only to the material produced on the shift the material was sampled.
- (b) Demerits will be assessed on a prorated basis by dividing the difference between the REQUIREMENT and the TEST RESULT by the difference between the REQUIREMENT and the REJECTION LIMIT and multiplying by 21. The demerit value will be rounded down to the nearest whole demerit.

Add the following after the first paragraph on page 150 of the Standard Specifications:

The maximum temperature of the mixture at the plant when using performance graded asphalt shall be 177°C (350°F).

The minimum temperature of the mixture at the paver when using performance graded asphalt shall be 149°C (300°F).

In no case shall the temperature of the mixture leaving the plant and arriving at the

401.03.11 Rolling. The seventh and eighth paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

Perform all compactive rolling, defined as initial or intermediate, while the surface temperature of the mat is above 85°C (185°F).

Complete finish rolling within the same day of placement of the plantmix bituminous surface while the surface temperature of the mat is above 68°C (155°F).

401.03.17 Patching. Areas that may be included in this work are the surfacing of roads

within 30 feet of cattle guards, bridges, and other designated areas within the traveled way using Type 2 plantmix bituminous surface.

Remove roadway surfacing from designated areas. Place a prime coat on prepared base aggregates. Place plantmix bituminous surface patching according to methods approved by the Engineer. Use tack coats as required. Compact to the required lines, grades, and cross section. Verify patching locations before proceeding with patching operations.

401.04.01 Measurement. The first three paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

Plantmix surfacing will be measured by the ton of completed mixture of aggregate, asphalt, and mineral filler.

Plantmix patching will be measured by the square yard of completed mixture of aggregate, asphalt, and mineral filler. Areas to be included in such measurements shall be limited to those listed in these Provisions, plus or minus authorized changes. Areas will be measured one time only, without consideration of the number of lifts or types of bituminous mixtures involved. The quantity for patching using plantmix bituminous surface shall include removal of roadway surfacing from designated area, preparation of base material, prime coat, tack coat, furnishing and installation of plantmix material, grading, compaction, and all incidentals and equipment required to patch the designated areas to the satisfaction of the Engineer. The completed patching shall be a minimum of 2 inch in depth. Plantmix material shall be

402.03.05 Surface Tolerances. Type B pavement smoothness is required for the plantmix bituminous surface. Type C pavement smoothness is required for the cold recycled bituminous surface.

Delete all references to "7.5 mm (0.3 in)" in paragraphs 7 & 9 on page 165 of this Subsection and replace with "12.5 mm (0.5 in)".

402.03.06 Compaction. Perform compaction according to "Method B."

(b) Test Section (Method B). 1. Compaction Requirements of Test Sections. Joint compactions will be taken adjacent to the randomly selected density locations specified herein. Construct longitudinal joints with a minimum density of 90% of the target density.

402.04.01 Measurement. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Plantmix patching will be measured as specified in Subsection 401.04.01.

SR 447: Cold recycle existing roadway an average of 3 inches in depth and approximately 26 feet wide from 0.20 miles South of the East Boundary of the Pyramid Lake Indian Reservation (Milepost WA-25.20) to 10.16 miles north of the East Boundary of the Pyramid Lake Indian Reservation (Milepost WA-35.40). Be aware that a cattle guard exists at approximate Milepost WA-27.90. Adjust cold recycle widths and depths as directed by the Engineer. Adjust the paving equipment to establish the intended profile grade and cross slope. The intended profile grade shall have a minimum 1.5% cross slope and a maximum 2% cross slope.

SR 757: Cold recycle existing roadway an average of 3 inches in depth and approximately 24 feet wide from the junction of SR 206 (Milepost DO-00.00) to the junction with US 395 (Milepost DO-3.18) at which point roadway is approximately 50 feet wide at a turn pocket. Be aware that this route contains several bridge structures surfaced with asphalt. Care must be exercised when recycling over structures. Carefully watch depth of recycling process and do not allow recycling process to enter bridge deck. Adjust cold recycle widths and depths as directed by the Engineer. Adjust the paving equipment to establish the intended profile grade and cross slope. The intended profile grade shall have a minimum 1.5% cross slope and a maximum 2% cross slope.

US 93: Cold recycle existing roadway an average of 3 inches in depth and approximately 26 feet wide beginning 0.097 miles south of the LAWPRR crossing (Milepost EL-11.89) through Elko/White Pine County Line (Milepost EL-0.00=WP 116.69) ending at US 93A Maintenance Break (Milepost WP-112.76) which is the junction of US 93 and US 93A. Said junction flares to a width of approximately 100 feet wide. Be aware that throughout much of this project area, shoulders are only 3 feet wide with steep drop off on either side making pull-off or turn-around of cold recycle train difficult. Adjust cold recycle widths and depths as directed by the Engineer. Adjust the paving equipment to establish the intended profile grade and cross slope. The intended profile grade shall have a minimum 1.5% cross slope and a maximum 2% cross slope.

US 50: Cold recycle existing roadway an average of 3 inches in depth and approximately 32 feet wide from Milepost LA-52.00 to Milepost LA-53.50 and from Milepost LA-44.84 to the junction of SR 376 (Milepost LA-35.62). Roadway is 30 feet wide at said junction and for approximately 480 feet prior to said junction. Adjust cold recycle widths and depths as directed by the Engineer. Adjust the paving equipment to establish the intended profile grade and cross slope. The intended profile grade shall have a minimum 1.5% cross slope and a maximum 2% cross slope.

404.02.01 Composition of Cold Recycled Mixtures. The first paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Compose the recycled bituminous mixture of reclaimed asphalt pavement, a recycling agent, and additives if required as specified in the mix design.

Perform a preconstruction mix design for each route based on the route sections and mileposts listed in Table 1. More than one mix design may be required for each route. The reclaimed asphalt pavement used in the mix design shall be obtained directly from the project site. Obtain samples of existing pavement material by either coring existing roadway

or obtaining a sample in a manner that simulates construction methods, as approved by the Engineer. Verify locations before proceeding with sampling operations. Traffic control for obtaining samples will be furnished by the Contractor.

Table 1: Locations for Preconstruction Mix Designs

Route	County	From Milepost	To Milepost
SR 373	Nye	1	14
SR 447	Washoe	26	35.4
SR 757	Douglas	1	3
US 50	Lander	37.00	43.00
US 50	Lander	52.5	53.00
US 93	Elko	1	10

The mix design shall be performed by an AASHTO certified laboratory.

The mix design for the recycled bituminous mixture shall conform to CALTrans requirements in Lab Procedure 8, "METHOD OF TEST FOR DETERMINING THE PERCENT OF EMULSIFIED RECYCLING AGENT TO USE FOR COLD RECYCLING OF ASPHALT CONCRETE," available on the Internet at www.dot.ca.gov/hq/esc/Translab/fpmlab.htm.

The recycled bituminous mixture shall conform to the following quality requirements shown in Table 2.

Table 2: Recycled Bituminous Mixture Requirements

Design Parameters	Requirement
Gradation of Design Reclaimed Asphalt Pavement (RAP), CT202	Passing 1.25"
Asphalt Content of RAP, CT362 or CT379 or CT382	Report
Bulk Specific Gravity of Compacted Samples ^{(1) (2)} , CT308, Method C	Report
Maximum Theoretical Specific Gravity ⁽²⁾ , CT309 with Provisions of Section J	Report
Air Voids of Compacted and Cured Specimens ⁽²⁾ , CT367 Part B	Report
Marshall Stability, Cured Specimen ⁽²⁾ , AASHTO T 245, 40°C (104°F)	5,560 Newton (1,250 Lb.) Minimum
Marshall Retained Stability, AASHTO T 245, 40°C (104°F) Based on Moisture Conditioning on Cured Specimen ^{(2) (3)}	70% Minimum
Raveling Test, ASTM D7196, 4 hour cure at 10°C (50°F), at 50% humidity for 15 minute test time	Report

Note:

4. 100 mm diameter mold compaction based on either 75 blow Marshall each side or gyratory compactor at 30 gyrations.
5. Measurement on specimens after 60°C (140°F) curing to constant weight for no less than 16 hours and no more than 48 hours.

6. Vacuum saturation of 55 to 75 percent, water bath at 25°C (77°F) for 23 hours, last 30 to 40 minutes in 40°C (104°F) water bath.

A mix design report shall be submitted to the Engineer two-weeks prior to beginning the recycling operations. The mix design report shall include gradation of reclaimed asphalt pavement, reclaimed asphalt pavement asphalt content, recommended water content range as a percentage of dry reclaimed asphalt pavement, optimum emulsion content as a percentage (without tolerance) of dry reclaimed asphalt pavement, amount of additive as a percentage of dry reclaimed asphalt pavement, and corresponding density, air void level, absorbed water, Marshall stability, retained stability, and raveling at recommended moisture and emulsion contents. Include the emulsion designation, company name and location; and residue content; and certificates for compliance.

The second and third paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

(a) Gradation. Produce cold milled bituminous surface material, to be used in the recycling process, conforming to the following gradation requirements:

Sieve	Percent Passing by Mass
31.5 mm (1.25 in.)	100

Separate cold milled bituminous material larger than 31.5 mm (1.25 in.) by screening or other means, break down by mechanical means to pass a 31.5 mm (1.25 in.) sieve and uniformly incorporate into the recycled mixture.

The fourth paragraph of this Subsection of the Standard Specification is hereby deleted.

The fifth and sixth paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

(c) Recycling Agent. Add recycling agent to the cold milled material at a rate established by the mix design. The Contractor will make every effort to maintain the asphalt content within +/- 0.25% of the optimum recycling content as established by the mix design. If the workability of the mix within this range causes hardship to the contract, the variance from the mix design may be increased by 0.50% upon notification of the Engineer. In the event of weather limitations, temperature changes involving +/- 20° change during on-site work or poor workability, coordinate reformulation of the recycling agent with the recycling agent supplier's representative.

The type and grade of recycling agent shall be PASS® Recycle, ReFlex, or an approved equivalent. If an equivalent recycling agent is used, submit certification that the proposed recycling agent has been used with satisfactory performance on at least 3 previous recycling projects along with supplier information. Specifications and demerits for the approved equivalent would be developed by the Department and agreed to by the Contractor and supplier. Certification and supplier information should be furnished with the bid package at the time of bid. Contractor to submit mix design's for each recycling agent: PASS® Recycle or ReFlex, for each job site to the Department for review.

The second sentence of the second to last paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Submit a 1 L (1 quart) sample of the water to be used a minimum of 15 working days before the start of cold recycling operations. Water used for cold in-place recycling shall be clean and free of foreign substances and shall not cause an adverse effect on either the emulsified recycling agent or the recycled pavement mixture.

Water added to the reclaimed asphalt pavement shall be measured. The rate of added water shall be within 1.0 percent of the recommended water content range as a percentage of dry reclaimed asphalt pavement as recommended in the mix design. The addition of water in excess of 1.0 percent of the recommended water content range as a percentage

404.03.07 Spreading compacting and finishing. Add the following sentence to this Subsection of the Standard Specifications:

Suspend recompaction process if any damage is noted in the recycled pavement.

404.03.08 Surface Tolerance. Delete this Subsection of the Standard Specifications and replace with the following:

Type C pavement smoothness is required. Produce completed cold recycled bituminous surface as described in Subsection 402.03.05 of the Standard Specifications and these Special Provisions.

404.04.01 Measurement. The first three paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

Recycled bituminous surface (depth) will be measured by the square yard and shall include reclaimed asphalt pavement, recycling agent, and additives. No measurement will be made for overlap at longitudinal joints or gain due to recycling process.

404.05.01 Payment. Payment will be made under:

Pay Item	Pay Unit
Recycled bituminous surface (depth) (Wet)	Square Yard

SECTION 405 - TACK COAT

405.02.01 Bituminous Material. Emulsified Asphalt, Type CQS-1nv (Diluted) may be substituted for the tack coat.

Emulsified asphalt for the seal coat shall be Emulsified Asphalt, Type SS-1h (Diluted); however, Emulsified Asphalt, Type SS-1 (Diluted), Emulsified Asphalt, Type CSS-1 (Diluted) or Emulsified Asphalt, Type CSS-1h (Diluted) may be substituted. Regardless of the option chosen, emulsified asphalt will be measured and paid for under the bid item and at the contract unit price bid per metric ton (ton) for Emulsified Asphalt, Type SS-1h (Diluted) and no further compensation shall be allowed therefor.

The portion of Table 1 on page 180 of the Standard Specifications is hereby deleted and the following substituted therefore:

Grade of Emulsified Asphalt	Distributor Spraying Temp. °C (°F)		*Pugmill Mixing Temp. °C (°F) of Emulsions and Aggregates	
	Minimum	Maximum	Minimum	Maximum
RS-1	21 (70)	60 (140)	(Not used for Mixing)	
RS-2, CRS-2, CRS-2nv	52 (125)	85 (185)	(Not used for Mixing)	
CRS-1, CRS-1nv	52 (125)	85 (185)	(Not used for Mixing)	
SS-1, CSS-1	21 (70)	71 (160)	10 (50)	71 (160)
SS-1h, CSS-1h	21 (70)	71 (160)	10 (50)	71 (160)
CMS-2, CMS-2h, CMS-2s	21 (70)	71 (160)	10 (50)	71 (160)
LMRS-2, LMRS-2h	52 (125)	85 (185)	(Not used for Mixing)	
LMCRS-2, LMCRS-2h	52 (125)	85 (185)	(Not used for Mixing)	

*The maximum spraying temperature may be used if the aggregate is not heated.

SECTION 408 - SURFACE TREATMENT

408.02.02 Field Testing for Acceptance. Add the following to the end of Subparagraph (a) of Note 1 of this Subsection of the Standard Specifications:

Samples are taken from the approximate midpoint of the load by lowering the approved sampling device into the material and opening the device at the appropriate level.

Screenings and additional aggregate shall be properly stockpiled at the location in which they are produced.

SECTION 623 - SIGNALS, LIGHTING, AND INTELLIGENT TRAFFIC SYSTEMS

623.01.01 General. If roadway mounted detectors, either loops or RWIS (remote weather sensors), are encountered, notify the Engineer. Give notification seven (7) days prior to reinstalling detectors. The Engineer will contact the Traffic Section of the Planning Division at (775) 888-7383 for assistance in establishing the exact locations.

Use the "Standard Plans for Road and Bridge Construction, 2007 Edition" for all installation requirements.

SECTION 624 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

624.03.01 General. Install and remove all traffic control devices in accordance with the restrictions as specified herein.

Initial deployment of construction signs and traffic control devices on shoulders may not occur more than 24 hours in advance of work activities.

The project superintendent shall verify with the Engineer that necessary labor, equipment and materials for the planned work activities are on site prior to placing traffic control devices. Do not begin placing traffic control devices until necessary labor, equipment and materials are on-site to perform planned work activities.

Place work zone traffic control for the anticipated work shift activities. Move tapers ahead throughout the shift to ensure that the lag behind work activities does not exceed 1 mile. Adjust speed reduction signs with work zone as appropriate. Place speed reduction signs only when lane shifts, detours, or other hazardous conditions are present and cover or remove when no longer appropriate.

Upon completion of a specific work activity or item as identified in the project schedule, remove traffic control devices from the project roadway and stockpile at an approved staging area if subsequent work is not scheduled in the same project phase, stage, or location within 5 working days (or 7 calendar days for calendar day or completion date projects). In addition, prior to holidays or special events, remove all traffic control devices which no longer apply to existing conditions, as directed. Traffic control devices must be removed from the roadway and stockpiled a minimum of 30 feet from the pavement edge at an approved staging area.

During non-working hours, place a traffic cone immediately in front of any construction sign that is located within 10 ft of the travelway and whenever practical, move the traffic control signs from the plantmix surface onto the gravel shoulder.

Place and remove construction signs and traffic control devices daily for striping operations. Stockpile signs and devices a minimum of 30 feet from the pavement edge at an approved staging area.

Do not remove guideposts until final shouldering-up operation. Install new guideposts within 24 hours of removal. If a guidepost is damaged during preliminary shouldering-up operations, replace it in like kind within 24 hours.

Cover "Double Penalty," "Begin Work Zone," and "End Work Zone" signs during non-working hours.

After presumptive completion of all pay items and at such time as contract time is suspended for final clean up, as defined in Subsections 104.06 and 108.09, remove all traffic control devices daily from the roadway and stockpile a minimum of 30 ft from the pavement edge at an approved staging area. All traffic control devices necessary for final clean up work shall be placed and removed from the project right-of-way on a daily basis.

Failure to comply with any of the requirements specified herein will be considered a traffic control deficiency and subject to the liquidated damages as specified in this Subsection of the Standard Specifications.

If two violations of the traffic control requirements specified herein are observed by the Engineer, work may be suspended. If work is suspended, submit a written revised construction plan, which addresses the deficiencies. Upon written approval of the plan, the construction operations may resume. Working days, or calendar days, will continue to be assessed during the suspension period.

624.03.03 Flaggers. Equip the flagger at each end of the work zone with a watch or suitable timing device. Flaggers at each end of the work zone shall document times when public traffic is stopped and released. Submit the documentation daily on a suitable form at the end of the shift in conjunction with the reconciliation of flagger hours.

Equip the flaggers at each end of the work zone with two way communication radios to allow them to be in contact with each other to control public traffic through the work zone as conditions require.

624.03.08 Traffic Control Supervisor. This Subsection of the Standard Specifications is

Add the following sentence to the ninth paragraph of this Subsection of the Standard Specifications:

Place either temporary reflective flexible chip seal lane markers or temporary painted pavement marking prior to allowing public traffic on new cold recycled surface at no direct payment.

Payment for temporary pollution control by the lump sum will be full compensation for all work required in this Section, with the exception of dust control. Payment for dust control will be made separately.

Payment will be made under:

Pay Item	Pay Unit
Temporary Pollution Control	Lump Sum
Dust Control	Lump Sum

SECTION 703 - BITUMINOUS MATERIALS

703.03.01 Refinery Test Report. The first sentence of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

A refinery test report shall accompany the shipping notice for every load of bituminous

Blend the PG 64-28NV at the source of supply and deliver as a completed mixture to the job site. Do not transport PG 64-28NV by railroad car.

Asphalt Cement, Grade PG 64-28NV not conforming to the requirements specified herein will be assessed demerits according to the following schedule. See Subsection 109.02, where demerits will be evaluated for damages sustained by reason of any noncompliance.

TEST	LIMIT WITH TOLERANCE	REJECTION LIMIT	DEMERITS
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TEST	TEST METHOD	MEDIUM CURING PRODUCT
		MC-70NV
Residue from distillation to 360°C (680°F):		
Volume % by Difference	AASHTO T78	55 Min.
Tests on Residue from Distillation:		
Viscosity @ 60°C, Pa•s (140°F, poises)	Nev. T738	30 - 120 (300 - 1200)
Ductibility @ 25°C (77°F), 5 cm/min, cm	AASHTO T51	100 Min.
Solubility, %	AASHTO T44	99.0 Min.

In the first column of the table on page 483 of the Standard Specifications, add "MC-70NV" next to "MC-70" in two places.

703.03.04 Emulsified Asphalt. In note "(b)" for Table VI, Table VII, Table VIII, and Table IX in this Subsection of the Standard Specifications, the "30 days" is hereby deleted and "21 days" substituted therefore.

Note "(c)" for Table VI, Table VII, and Table VIII in this Subsection of the Standard Specifications is hereby deleted.

Add the following to Table VII on page 485 of the Standard Specifications:

TEST (b)	TEST METHOD	MEDIUM SETTING			SLOW SETTING		ALLOWABLE TOLERANCE (a)
		CMS-2	CMS-2h	CMS-2s	CSS-1	CSS-1h	
Tests on Diluted Emulsion:							
Residue, % by mass	Nev. T759	---	---	30 Min.	41 Min.	41 Min.	1

Add the following to Table VIII on page 486 of the Standard Specifications:

TEST (b)	TEST METHOD	RAPID SETTING		MEDIUM SETTING	SLOW SETTING		ALLOWABLE TOLERANCE (a)
		RS-1	RS-2	MS-2	SS-1	SS-1h	
Tests on Diluted Emulsion:							
Residue, % by mass	Nev. T759	---	---	---	41 Min.	41 Min.	1

Emulsified Asphalt, Type CQS-1nv shall conform to the following requirements:

TEST (b)	TEST METHOD	REQUIREMENT	ALLOWABLE TOLERANCE (a)
Tests on Emulsion:			
Saybolt Furol Viscosity @ 25 °C (77 °F), sec	Nev. T759	20-100	None
Residue, % by mass	Nev. T759	57 Min.	1

TEST (b)	TEST METHOD	REQUIREMENT	ALLOWABLE TOLERANCE (a)
Tests on Emulsion:			
Particle Charge	Nev. T759	Positive	None
Cement Mixing, %	Nev. T759	25.0 Min. (c)	None
Tests on Residue from Distillation:			
Penetration @ 25 °C (77 °F), 100 g, 5 sec	Nev. T759	40-90	7%
Solubility, %	AASHTO T44	97.5 Min.	0.1
Ductility @ 25 °C (77 °F), 5 cm/min, cm	AASHTO T51	40 Min.	10%
Tests on Diluted Emulsion:			
Residue, % by mass	Nev. T759	41 Min.	1

- (a) When tolerances are expressed in terms of percent, the allowable deviation is calculated as the indicated percentage at the upper or lower specification limit, whichever is applicable.
- (b) Tests will be performed within 21 days of the date sampled.
- (c) If the amount of breakage is significant enough to impede the flow of water through the testing screen, thus making it impossible to calculate a result, the test will be considered passing.

Emulsified Asphalt, Type CQS-1nv not conforming to the requirements of this Subsection will be assessed demerits by the graduated increments of the following schedule. See Subsection 109.02, where demerits will be evaluated for damages sustained by reason of any noncompliance.

TEST METHOD	INCREMENT	DEMERITS (a)
Nev. T759 Saybolt Viscosity	2 seconds above maximum	1
Nev. T759 Saybolt Viscosity	Below minimum	20
Nev. T759 Residue	1% below minimum	2
Nev. T759 Sieve	0.1% above maximum	1
Nev. T759 Cement Mixing	Below 25.0%	21
Nev. T759 Particle Charge	Negative Charge	21
Nev. T759 Penetration	0.1 mm above maximum or below minimum	1
AASHTO T44 Solubility	0.01% below minimum	1

- (a) Demerits will be assessed for each increment of noncompliance.

Polymer Modified Pavement Sealant (PASS)® Recycle shall conform to the following requirements:

This emulsion is specifically made from asphalt, a petroleum based rejuvenator agent, and a latex polymer.

PASS ® Recycle	Test Method	Requirement		Tolerance
		Min	Max	
Tests on emulsion: ⁽⁵⁾				
Sieve test, % of weight sample	AASHTO T 59	—	0.1	0.03
Residue by distillation, %	AASHTO T59 ⁽²⁾	60.0 ⁽¹⁾	—	1
Variance of asphalt residue by distillation	AASHTO T59 ⁽²⁾	± 3%		
Tests on residue by distillation:				
Penetration, 25°C (77°F), 100g, 5s (Target Value) ⁽³⁾	AASHTO T49	± 25%		7.0%
Absolute Viscosity at 60°C (140°F), poise	AASHTO T202 ⁽⁴⁾	Report Only		

Notes:

1. When insufficient mixing water can be added to the pugmill to ensure adequate coating of cold milled asphalt concrete, it is permissible to dilute the PASS® Recycle emulsion up to 1 part potable water to 1 part emulsion. If diluted in the field, then it should be diluted with hot water at temperatures between 125°F to 150°F. At this dilution level, the percent emulsion required in the mix, as determined by mix design, must be doubled. The total residual binder content shall remain at the level determined by mix design, regardless of dilution rate.
2. Modify AASHTO T59 - distillation temperature of 177°C with a 20-minute hold.
3. Target Value for penetration to be determined by the mix design.
4. Sieve residue from distillation on #20 sieve prior to determining viscosity.
5. Tests will be performed within 14 days from the date sampled.

PASS® Recycle, not conforming to the requirements of the above specifications will be assessed demerits by the graduated increments of the following schedule. Demerits will be assessed for each increment of noncompliance.

Test Method	Increment	Demerits
Sieve Test	0.1% above maximum	1
Residue by Distillation	1% above maximum or below minimum	2
Penetration	0.1 mm above maximum or below minimum	1

The Contractor shall provide test results for PASS® Recycle at the time of mix design submittal and throughout the recycling operations. A 4-liter sample shall be submitted to the Engineer no less than 2 weeks before commencing recycling operations. The sample shall be accompanied by a Certificate of Compliance. During cold-in-place recycling, sampling will be performed as per Subsection 106.04 of the Standard Specifications.

Pass® Recycle shall be sampled in containers that are clean, dry, sealed, and stored at temperatures between 45°F and 150°F.

Potable water may be added to facilitate the uniform mixing of the PASS® Recycle and the cold milled material.

The quantity of residual PASS® Recycle in the final recycled pavement mixture shall not vary due to the addition of water.

ReFlex Asphalt Emulsion shall meet the requirements defined in the following table:

Test ⁽¹⁾	Test Method	Minimum	Maximum	Tolerance
Residue, % by mass	Nev. T759 ⁽²⁾	63		1
Sieve, %	Nev. T759		0.3	0.03
Oil Distillate, % by volume of emulsion	Nev. T759		1	None
Tests on Residue from Distillation				
Penetration, TBD ⁽³⁾ @ 25°C (77°F), 100 g, 5 sec	Nev. T759	-25%	0.25	7.0%

Notes:

1. Tests will be performed within 14 days from the date sampled.
2. Modify Nev. T759 - distillation temperature of 177°C with a 20-minute hold.
3. TBD - to be determined by the CIR design prior to emulsion manufacture for project. Penetration range will be determined on the design requirements for the project and will be submitted to the Agency for approval prior to project start.

Emulsified asphalt, Type ReFlex Asphalt Emulsion, not conforming to the requirements of the above specifications will be assessed demerits by the graduated increments of the following schedule. Demerits will be assessed for each increment of noncompliance.

Test Method	Increment	Demerits
Residue By Distillation	1% below minimum	2
Sieve	0.1% above maximum	1
Oil Distillate	0.25% above maximum	2
Penetration	0.1 mm above maximum or below minimum	1

The Contractor shall provide test results for ReFlex Asphalt Emulsion at the time of mix design submittal and throughout the recycling operations. Each load of ReFlex Asphalt Emulsion shall be accompanied by a Certificate of Compliance from the manufacturer. A 4-liter sample shall be submitted to the Engineer no less than 2-weeks before commencing recycling operations. The sample shall be accompanied by a Certificate of Compliance. During cold-in-place recycling, sampling will be performed as per Subsection 106.04 of the Standard Specifications.

SECTION 705 - AGGREGATES FOR BITUMINOUS COURSES

705.03.01 Plantmix Bituminous Surface Aggregates. The first paragraph and first table on the top of page 496 of the Standard Specifications are hereby deleted and the following substituted therefore:

The following requirements shall apply to all Project Control Tests:

PROJECT CONTROL TESTS	TEST METHOD	REQUIREMENTS
Sieve Analysis	Nev. T206	Above
Sampling Aggregate	Nev. T200	—
Fractured Faces (Type 3 Plantmix Aggregate)	Nev. T230	35% Min. ^(a) 1 Fracture Min.
Fractured Faces (Type 2 or 2C Plantmix Aggregate)	Nev. T230	80% Min. ^(a) 2 Fractures Min.
Plasticity Index	Nev. T212	10 Max. ^(a) (Blending with sand to eliminate plasticity will not be permitted)
Liquid Limit	Nev. T210	35 Max. ^(a)
Absorption of Coarse Aggregate	Nev. T111	4% Max. ^(a)

(a) Individual stockpiles before marination.

The following requirements shall apply to all mix designs required according to Subsection 401.02.02:

MIX DESIGN TESTS	TEST METHOD	REQUIREMENTS
Sieve Analysis	Nev. T206	Above
Sampling Aggregate	Nev. T200	—

SECTION 730 - TRAFFIC BEADS

730.02.01 Requirements. (a) Glass Beads for Epoxy Paint. The moisture content of the beads shall not exceed 0.01% by mass when tested at 105°C for 3 hours.

(b) Glass Beads for Waterborne Paint. The moisture content of the beads shall not exceed 0.01% by mass when tested at 105°C for 3 hours.

The third paragraph on page 564 of the Standard Specifications is hereby deleted and the following substituted therefore:

Use Type A glass beads for Type I and Type II waterborne paints.



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

PROPOSAL

Proposal of _____
(Name)

Whose address is _____
To furnish and deliver all materials except those specified to be furnished by the State of Nevada and to

BID NO.	ITEM NUMBER	APPROX. QUANTITY AND UNIT	ITEM	PRICE PER UNIT		AMOUNT PAID (Product of Price per Unit & Approx. Quantity)	
			AMOUNT BROUGHT FORWARD	\$	¢	\$	¢
3	307 0400B	16,917 TON	HAUL AND PLACE SHOULDERING MATERIAL AT				
4	307 0400E	10,771 TON	HAUL AND PLACE SHOULDERING MATERIAL AT				
5	402 0700E	180 SQYD	PLANTMIX PATCHING (TYPE 2) (WET) AT				
6	402 6000B	40,112 TON	PLANTMIX SURFACING (TYPE 2) (WET)				
7	404 0580A	47,093 SQYD	RECYCLING BITUMINOUS SURFACE (3-INCH) (WET) AT				
8	404 0580B	246,646 SQYD	RECYCLING BITUMINOUS SURFACE (3-INCH) (WET) AT				
9	404 0580C	201,156 SQYD	RECYCLING BITUMINOUS SURFACE (3-INCH) (WET) AT				

BID NO.	ITEM NUMBER	APPROX. QUANTITY AND UNIT	ITEM	PRICE PER UNIT		AMOUNT PAID (Product of Price per Unit & Approx. Quantity)	
				\$	¢	\$	¢
11	404 0580E	155,584 SQYD	RECYCLING BITUMINOUS SURFACE (3-INCH) (WET) AT				
12	404 0585A	250 TON	PREMIXED BITUMINOUS PAVING MATERIAL (WET) AT				
13	404 0585B	250 TON	PREMIXED BITUMINOUS PAVING MATERIAL (WET) AT				
14	404 0585C	250 TON	PREMIXED BITUMINOUS PAVING MATERIAL (WET) AT				
15	404 0585D	250 TON	PREMIXED BITUMINOUS PAVING MATERIAL (WET) AT				
16	404 0585E	500 TON	PREMIXED BITUMINOUS PAVING MATERIAL (WET)				

BID NO.	ITEM NUMBER	APPROX. QUANTITY AND UNIT	ITEM	PRICE PER UNIT		AMOUNT PAID (Product of Price per Unit & Approx. Quantity)	
			AMOUNT BROUGHT FORWARD	\$	¢	\$	¢
19	404 0608C	250 TON	HAUL AND PLACE PREMIXED BITUMINOUS PAVING MATERIAL				
			AT				
	404 0608D	250 TON	HAUL AND PLACE PREMIXED BITUMINOUS PAVING MATERIAL				

BID NO.	ITEM NUMBER	APPROX. QUANTITY AND UNIT	ITEM	PRICE PER UNIT		AMOUNT PAID (Product of Price per Unit & Approx. Quantity)	
			AMOUNT BROUGHT FORWARD	\$	¢	\$	¢
27	407 0560A	47 TON	SAND BLOTTER AT				
28	407 0560B	974 TON	SAND BLOTTER AT				
29	407 0560C	201 TON	SAND BLOTTER AT				
30	407 0560D	251 TON	SAND BLOTTER AT				
31	407 0560E	156 TON	SAND BLOTTER AT				
32	408 0624C	6,000 TON	SCREENINGS, 3/8-INCH GRADE 2 (IN STOCKPILE) AT				
33	408 0644C	6,000 TON	SCREENINGS, 1/2-INCH GRADE 2 (IN STOCKPILE) AT				
34	628 0004A	LS	MOBILIZATION AT	---			
AMOUNT CARRIED FORWARD							

BID NO.	ITEM NUMBER	APPROX. QUANTITY AND UNIT	ITEM	PRICE PER UNIT		AMOUNT PAID (Product of Price per Unit & Approx. Quantity)	
			AMOUNT BROUGHT FORWARD	\$	¢	\$	¢
35	628 0004B	LS	MOBILIZATION AT	---			
36	628 0004C	LS	MOBILIZATION AT	---			
37	628 0004D	LS	MOBILIZATION AT	---			
38	628 0004E	LS	MOBILIZATION AT	---			
39	634 0000A	LS	TRAFFIC CONTROL AT	---			
40	634 0000B	LS	TRAFFIC CONTROL AT	---			
41	634 0000C	LS	TRAFFIC CONTROL AT	---			
42	634 0000D	LS	TRAFFIC CONTROL AT	---			
AMOUNT CARRIED FORWARD							

BID NO.	ITEM NUMBER	APPROX. QUANTITY AND UNIT	ITEM	PRICE PER UNIT		AMOUNT PAID (Product of Price per Unit & Approx. Quantity)	
				\$	¢	\$	¢
43	634 0000E	LS	TRAFFIC CONTROL				

**AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.**

STATE OF _____

COUNTY OF _____

} SS

(Name of party signing this
affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

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

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and date of action. Providing false information may result in criminal prosecution or administrative action.

Agreement Number _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This Agreement, made and entered into the _____ day of _____, 2008 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT and **[Name and Address]**, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may contract for such technical services that may be required; and

WHEREAS, provisions contained in Chapter 284 of the Nevada Revised Statutes authorizes heads of departments to contract for the services of independent contractors; and

3. Should the CONTRACTOR fail to complete the project not later than October 30, 2008, the CONTRACTOR agrees to pay to the DEPARTMENT, for each and every day of such delay beyond the time of completion of work, the sum of Five Hundred and 00/100 Dollars (\$500.00) per calendar day which shall be deducted from the balance due to the CONTRACTOR

These damages are not intended as a penalty. Damages are difficult to ascertain and the parties agree that this amount is a reasonable estimate of presumed actual damages.

4. The CONTRACTOR shall make all necessary revisions or corrections resulting from errors and omissions on the part of the CONTRACTOR without additional compensation. Acceptance of the work by the DEPARTMENT will not relieve the CONTRACTOR of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, such costs will be deducted from the sum due the CONTRACTOR at the time of the next invoice.

5. The CONTRACTOR shall assign one individual throughout the life of this Agreement who shall have overall project responsibility unless illness or termination should require replacement.

6. The CONTRACTOR will stay within budget and time constraints. The CONTRACTOR agrees to furnish qualified and sufficient personnel to complete the project.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause ten (10) calendar days after service of a termination letter to the CONTRACTOR. In the event this Agreement is terminated in this manner, the CONTRACTOR shall be paid for the cost of the professional services which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from State and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:

a. If the CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the CONTRACTOR to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the CONTRACTOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

d. If the DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the CONTRACTOR's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the CONTRACTOR, or any agent or representative of the CONTRACTOR, to any officer or employee of the State of Nevada with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. Such notice shall be deemed to have been served

6. Whenever the work contemplated and covered by this Agreement has been completely performed on the part of the CONTRACTOR, and all items of work have been approved and accepted by the DEPARTMENT, according to this Agreement, and the final payment made

this Agreement shall be terminated

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The CONTRACTOR shall be responsible for all applicable federal, state, and local government obligations. The CONTRACTOR will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of the CONTRACTOR in accordance with NRS 361.157 and 361.159. The CONTRACTOR warrants that it has a valid business license. The CONTRACTOR agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off against consideration due any

delinquent government obligation.

2. It is expressly understood that the CONTRACTOR is an independent contractor, and is subject to all statutes and laws, including section 284.173 of the Nevada Revised Statutes, relating to independent contractors, and in no event will the CONTRACTOR, his agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of the DEPARTMENT.

3. The CONTRACTOR shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

8. The DEPARTMENT has the option of requesting, at any time, a meeting with the CONTRACTOR or his authorized representative to discuss and review Project status and the

CONTRACTOR shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

9. The CONTRACTOR has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The CONTRACTOR acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables.

10. The CONTRACTOR shall appear as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at the CONTRACTOR's current rate at the time such services are necessary.

11. The CONTRACTOR and all successors, executors, administrators, and assigns of the CONTRACTOR's interest in the work or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the CONTRACTOR is bound with respect to each of the terms of this Agreement.

12. The CONTRACTOR warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the CONTRACTOR) to solicit or secure this Agreement and that it has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the CONTRACTOR) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair the parties' rights to file suit in the courts of the State of Nevada.

14. During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

a. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

d. Information and Reports: The CONTRACTOR shall provide all information

15. In the event federal funds are used for payment of all or part of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The CONTRACTOR and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The CONTRACTOR and sub-contractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

16. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the Federal Highway Administration shall have the right to inspect the work of the CONTRACTOR whenever such representatives may deem such inspection to be desirable or necessary, and further that said representatives shall have access to such records of the CONTRACTOR as pertain to charges made under this Agreement, and the CONTRACTOR will retain records subject to audit, for three (3) years from date of final payment.

17. The CONTRACTOR agrees that any reports, materials, studies, photographs, negatives, drawings or other documents prepared by the CONTRACTOR in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The CONTRACTOR shall remit all such documents to the DEPARTMENT upon completion, termination or cancellation of this Agreement. The CONTRACTOR shall not use, willingly allow or cause to have such documents used for any purpose other than performance of the CONTRACTOR's obligation under this Agreement without the prior written consent of the DEPARTMENT.

18. The CONTRACTOR shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The CONTRACTOR shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The CONTRACTOR shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

19. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, or intentional misconduct of the CONTRACTOR.

21. The CONTRACTOR warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry.

22. The CONTRACTOR shall provide the DEPARTMENT with a Federal Tax Identification Number or Social Security Number _____ and his form of Business (Circle One), Individual, Partnership, Sole Proprietorship or Corporation.

23. In connection with the performance of work under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race,
~~sex, color, national origin, age, sexual orientation, or marital status.~~

as a complete and exclusive statement of the promises, representations, negotiations, discussions,
and other agreements that were made by the parties in connection with the formation of the