

BID FOR
DIGESTER 5 INTERIOR COATING PROJECT

BID # 13/14-018

PWP # WA-2014-112

BIDS DUE NOT LATER THAN: 1:45 PM ON MARCH 19, 2014

PUBLIC BID OPENING: 2:00 PM ON MARCH 19, 2014

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



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

Company Name: _____

**CITY OF SPARKS
NOTICE TO BIDDERS
DIGESTER 5 INTERIOR COATING PROJECT
BID #13/14-018 / PWP #WA-2014-112**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON MARCH 19, 2014** . Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Bids will be opened and publicly read at **2:00 PM ON MARCH 19, 2014**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: The Truckee Meadows Water Reclamation Facility Digester 5 Cover Interior Coating Project includes preparation of metal surfaces within the digester for application of a corrosion protection coating system and application of the coating system. Project tasks include removal of existing coating, clean and prepare surface, and install the recoating to the interior surface of the digester, including flat surfaces, radial beams, pipes, interior surface of skirt and all metallic surfaces at the connection of the cover to the interior surface of the concrete tank wall.

PRE-BID MEETING: A MANDATORY pre-bid meeting will take place at 10:30 AM on March 5, 2014. Contractors planning to submit bids to the City of Sparks on this project must be in attendance. Contractors shall meet at the job site, in the facility training room located in the modular trailer at the north end of the property, adjacent to the receiving warehouse. The facility is located at 8500 Cleanwater Way, Sparks, NV.

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

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

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://www.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain plans, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3rd party bid listing or re-selling service. For further information, contact the Purchasing Division at dmarran@cityofsparks.us or at (775) 353-2273. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section
Publish Date: February 19, 2014
Proof of publication required

Bidder's Checklist

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

1. _____ Bid Item Schedule
2. _____ Bidder Information Sheets
3. _____ Subcontractor Information Form (5% list due with bid submittal)
4. _____ Acknowledgement and Execution Form
5. _____ Certification Regarding Debarment
6. _____ **NEW:** “Certificate of Eligibility” Concerning Use of Local Preference, if Contractor wishes to potentially apply their preference.
7. _____ Bid Bond
8. _____ Signed Bid Addenda (if applicable)

**CITY OF SPARKS
DIGESTER 5 INTERIOR COATING PROJECT**

**BID # 13/14-018
PWP # WA-2014-112**

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

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

BIDDER acknowledges receipt of _____ Addenda.

Bidder (Company) Name

(signature)

BID ITEM SCHEDULE:

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1.0	1	LS	Install equipment and scaffolding, remove existing coating, sample and test existing coating for lead, clean, prepare surface, including possible repairs, install backer rod and construct the recoating of the interior surface of the digester 5 cover (a permitted, confined space), including flat surface, radial beams, interior surface of the skirt and all metallic surfaces at the connection of the cover to the interior surface of the concrete tank wall, inspect and test installed coating, clean-up and replacement of access ways to existing condition . All work shall meet the requirements specified by the manufacturer for the installation of the coating system, complete and in place, and shall be provided in accordance with, and including, all related work shown on the drawings and specifications herein.	\$ _____ /LS	\$ _____
2.0	1	LS	Install a sealant and backer rod between all radial beams and the roof plates and between overlapping roof plates prior the application of the specified coating system. The cost shall include all labor and materials for the installation.	\$ _____ /LS	\$ _____

3.0	1	LS	Force Account		\$ 25,000
TOTAL BASE BID					\$ _____

ADDITIVE ALTERNATE A (HEATING):

Item No.	Quantity	Unit	Description	Unit Price	Total Price
A	1	LS	Provide heating (as temperatures may require) during the cleaning, application and curing of the cover coating to meet the temperature requirements specified by the manufacturer for the installation of the coating system. The Alternative A bid item shall include all materials, equipment and labor associated with the work described herein. Alternate A bid item shall be based on work being performed when the ambient conditions do not meet the manufacturer's recommendations, the necessary heating will be provided as part of bid item 2 of the base bid.	\$ _____/LS	\$ _____
TOTAL ALTERNATE A					\$ _____

ADDITIVE ALTERNATE B (LEAD ABATEMENT):

Item No.	Quantity	Unit	Description	Unit Price	Total Price
B	1	LS	Provide abatement requirements specified if lead is present in existing coating. Alternate Bid Item B will include, but not be limited to, health and safety requirements associated with lead abatement, collection, storage, transportation and legal disposal of lead contaminated waste. If lead is not present in the existing coating, all cleaning, removal, transportation and legal disposal of all the project waste will be provided as part of bid item 2 of the base bid.	\$ _____/LS	\$ _____
TOTAL ALTERNATE B					\$ _____

TOTAL BASE BID	\$ _____
TOTAL ALTERNATE A	\$ _____
TOTAL ALTERNATE B	\$ _____
GRAND TOTAL BASE BID AND ALTERNATES A & B	\$ _____

(Written amount GRAND TOTAL) \$ _____

PLEASE NOTE: Bid ranking, evaluation and award recommendation will be made using the “Total Base Bid.” Determination of use of the bid alternate in the final contract to be awarded will only be determined after the apparent low bidder is identified using the “Total Base Bid.”

Bidder Information

COMPANY INFORMATION:

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

COMPANY BACKGROUND

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

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

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

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

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

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

Bidder Information

CONTRACTOR LICENSE INFORMATION:

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

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

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

Bidder Information

DISCLOSURE OF PRINCIPALS:

a) Individual and/or Partnership:

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

b) Corporation:

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

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT

INSTRUCTIONS: Per NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the Bid Price. The Bidder shall list the name of a Subcontractor for each portion of the Work, the value of which exceeds five percent (5%) of the Bid Price. **If Bidder will perform more than 1% of the Work, BIDDER SHALL ALSO LIST HIS NAME and description of the work that the prime contractor will perform in the space provided below.**

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

Bidder Name: _____

Authorized Signature: _____

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

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

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

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

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

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

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
 County of _____)

_____ (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **DIGESTER 5 INTERIOR COATING PROJECT, Bid # 13/14-018**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

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

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

	Contractor/Bidder:
(Printed Name of Contractor/Bidder)	BY: _____
	Firm: _____
	Address: _____
	City: _____
	State / Zip Code: _____
	Telephone Number: _____
	Fax Number: _____
	E-mail Address: _____
(Signature of Principal)	Signature: _____
	DATED this _____ day of _____, 2014.

State of Nevada)
) SS.
 County of _____)

On this _____ day of _____, in the year 2014, before me,

/Notary Public, personally appeared _____ Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature: _____ My commission Expires: _____

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

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

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

Signature _____ Date _____

CITY OF SPARKS, NEVADA – 5% Bid Bond

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **13/14-018**, PWP # **WA-2014-112**, for the **DIGESTER 5 INTERIOR COATING PROJECT**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: _____

Principal
By: _____

Surety
By: _____

GENERAL CONDITIONS

General Conditions



GENERAL CONDITIONS

Please Read Carefully

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

Scope of Bid/Proposal: Bids/Proposals are hereby requested for **DIGESTER 5 INTERIOR COATING PROJECT**, as per specifications herein.

The bidder agrees that:

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

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

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

1. Prices:

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

2. Firm Prices:

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

3. Items Offered:

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

4. Brand Names:

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

General Conditions



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

5. Samples:

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

6. Withdrawal of Bids:

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

7. Late Bids, Modifications, or Withdrawals:

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

8. Mistake in Bid:

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

9. Signature:

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

10. Exceptions:

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

11. Confidential Information:

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

12. Quality:

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



13. Litigation Warranty:

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

14. Royalties, Licenses and Patents:

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

15. Performance Standards:

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

16. Americans with Disabilities Act (ADA) Standards:

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

17. Warranties:

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

18. Addenda:

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

General Conditions



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

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

19. Specifications to Prevail:

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

20. Taxes:

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable.

21. Prevailing Wages:

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

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

<http://www.laborcommissioner.com/pwpw.html>

Federal "Davis Bacon" wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the "Special Conditions – Federal Requirements" section that will be included in this bid document when such conditions apply.

22. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.



23. Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

24. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

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

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

26. Performance and Payment Bonds:

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

General Conditions



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

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

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

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

27. Indemnification:

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

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney’s fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

General Conditions



Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

28. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications,

Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability	\$1,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓		✓
Yes	Employer's Liability	\$1,000,000	✓		
No	Professional Liability	\$1,000,000	✓		
Yes	Pollution Legal Liability	\$1,000,000	✓		

Commercial General Liability

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal

General Conditions



and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$1,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit

\$10,000 Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 12/04 or substitute form providing equivalent coverage.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Primary and Non-Contributory

Contractor's insurance coverage shall be primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

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

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or a substitute form providing equivalent coverage for products and completed operations.

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/01, CA 00 05, CA 00 12 or substitute form providing equivalent coverage for Automobile Liability Symbol 1 for "Any Auto". If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 02/99 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/01.

Workers' Compensation and Employer's Liability

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

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

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

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 04/92 or substitute form providing equivalent coverage.

Waiver of Subrogation Endorsement

Contractor and its insurer agree to waive their rights of subrogation for any payments made under this coverage. A policy endorsement at least as broad as the unmodified NCCI Waiver of Our Right to Recover From Others endorsement WC 00 03 13 04/84 or a substitute form providing equivalent coverage is required waiving the insurer's right to recover payments from the City.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

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

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

ALL COVERAGES

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for nonpayment of premium.

OTHER INSURANCE PROVISIONS

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

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



ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

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

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

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. **Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. **Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. **Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

General Conditions



3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

29. Safety Program:

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.

30. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.

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- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

31. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

32. Bidder Preference Law (This Section IS IS NOT Applicable to this bid):

This project will be bid and awarded under the Provisions(s) of NRS 338.147, which restricts preference given to certain contractors on Public Works Projects. The NRS cited in this section is meant to be a reference only. Each bidder shall acquaint himself with the latest provisions of NRS 338.147.

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors must be able to submit upon request, a copy of their Certificate of Bidder Preference issued by the State Contractor's Board to be eligible for bidder preference (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board).

To the extent Contractor has sought, qualified and receives a bidding preference on this project, pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
3. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

General Conditions



Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought, qualified and receives a bidding preference, and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-3 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

This section shall not be applicable for projects in which some or all of the funding comes from Federal sources.

33. Tie Bids:

Should identical low, responsive and responsible bids be received from two bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option utilize a coin-flip to determine the low bidder who shall be recommended for award. Or;

Should there be three or more low, responsive and responsible tie bids the Purchasing Manager shall exercise the following tie breaking method, unless another alternative is apparent and prudent: The City of Sparks Purchasing Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

34. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/departments/financial-services/purchasing/bids-rfps>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
 - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest;
 - or
 - (2) Two hundred fifty thousand dollars (\$250,000).

General Conditions



- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

35. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

36. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

37. Seller's Invoice:

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

38. Inspection and Acceptance:

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



39. Lost and Damaged Shipments:

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

40. Late Shipments:

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

41. Document Ownership:

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

42. Advertisements, Product Endorsements:

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

43. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this solicitation. The City of Sparks shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline that option at the time of request.

44. Vendor Workplace Policies

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

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

45. Business License Requirement:

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

General Conditions



46. City Provisions to Prevail:

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

47. Invalid Provisions:

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

48. Amendments and Modifications:

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

49. Assignment:

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

50. Disputes After Award:

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

51. Arbitration after Award:

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

General Conditions



52. Lawful Performance:

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

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

54. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

55. Termination:

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

56. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

Special Conditions and Specifications (Specific to Project)

In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).

**SPECIAL CONDITIONS and SPECIFICATIONS
DIGESTER 5 INTERIOR COATING PROJECT
Bid Number 13/14-018, PWP# WA-2014-112**

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction" (Orange Book), 2012 Edition (hereinafter "Standard Specifications"), and adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the City General Conditions, contract forms, plans, technical specifications and these Special Provisions (all contained within this bid document). **Orange Book Section 100.12 Contract-The last paragraph "The Bidder to whom award is made, shall not subcontract more than 50 percent of the total cost of the project", does not apply to the project.**

SECTION 1: SCOPE OF WORK

The scope of work consists of cleaning and recoating the interior metallic surfaces of the interior side of digester 5 cover. The work shall include, and is not limited to, removal of existing coating, sample and test the existing coating for lead, cleaning, prepare surface, including possible repairs, and coat the metallic surfaces of the interior surface of the cover, inspect and test the installed coating, clean-up and replacement of access ways to existing condition.

The contractor is made aware that the work will be performed inside Digester # 5 and that Digester 5 is considered permit required confined space.

Contract prices in the "Schedule of Prices" forms shall be considered full compensation for all labor, materials, tools, equipment, overhead profit, insurance bonding, taxes, and all other incidentals necessary to complete the construction as shown on the Improvement Plans and/or as specified in Contract Documents under this Contract. Actual installed quantities of each item proposed on a unit price basis will be determined during construction in the manner set up for each proposed item in these Specifications. Payment for all items in the "Schedule of Prices" forms will constitute full compensation for all work shown and/or specified to be performed under this contract.

SECTION 2: SPECIAL PROVISIONS

The requirements set forth in these "Special Conditions and specifications" shall be used in addition to those set forth in "Standard Specifications for Public Works Construction".

SECTION 3: STANDARD SPECIFICATIONS AND DETAILS

All materials furnished and work performed shall be done in accordance with the 2012 edition of the Standard Specifications if not covered or amended by the Special Technical Provisions; and the Standard Details for Public Works Construction (hereinafter designated "Standard Details"), except as modified by the drawings.

In the event there are conflicts between different sections of the project documents, the document with the higher priority shall control. The documents are in descending order of priority:

- 1) Project Specific Conditions
- 2) Project Specific Specifications
- 3) Project Plans
- 4) Special Conditions and Specifications
- 5) Standard Specifications
- 6) Standard Details for Public Works Construction

SECTION 4: NOTICE TO PROCEED

Contract time will begin on the date specified in the "Notice to Proceed". The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated working days.

SECTION 5: WORKING DAYS

The work to be performed under this contract shall be commenced after all executed Contract Documents have been submitted, within five (5) calendar days of the commencement date set forth in the Notice to Proceed. The work, including any and all alternates and options, shall be completed within ninety (90) calendar days after the commencement date set forth in the Notice to Proceed.

SECTION 6: LIQUIDATED DAMAGES

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City, FIVE HUNDRED DOLLARS (\$500.00) for each and every working/calendar days delay in finishing the work in excess of the number of working days prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges. The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

SECTION 7: EXCUSABLE DELAYS

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

SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS

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

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

SECTION 9: AUTHORITY OF THE PROJECT COORDINATOR AND INSPECTOR

All work shall be done under the supervision of the Project Coordinator acting on behalf of the City. He shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans and specifications, acceptable fulfillment of the contract and compensation under the specifications. He shall determine the amount of work performed and materials furnished and his decision and estimate shall be final. His

estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The Project Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Deputy City Manager for the City of Sparks.

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

SECTION 10: CHANGE ORDERS

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

SECTION 11: COOPERATION WITH OTHER CONTRACTORS

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

SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS

Trash, construction debris, cleared vegetation, excavated material unsuitable to be incorporated in the construction shall become the property of the CONTRACTOR and shall be removed by the CONTRACTOR and shall be legally disposed of offsite in accordance with all federal, state and local regulations.

SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS

The CONTRACTOR will confine his operations within the limitations of construction easements or limits as shown on the drawings. If the CONTRACTOR's operations result in damage to any publicly or privately owned facilities outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the owner of the damaged property.

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

SECTION 14: PROTECTION OF EXISTING UTILITIES

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

SECTION 15: PRECONSTRUCTION CONFERENCE

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

SECTION 16: SAFETY BRIEFING

Prior to commencement of construction all employees of the CONTRACTOR or his SUBCONTRACTORS must attend a safety briefing regarding hazards at the treatment plant. This briefing lasts approximately 30 minutes and may be conducted on the first day work is to be performed. If the CONTRACTOR or any SUBCONTRACTOR assigns different employees to the project who were

not present at the initial safety briefing, those employees must attend the briefing prior to commencing work at the jobsite. The OWNER will make every effort to schedule the briefing at the convenience of the CONTRACTOR or SUBCONTRACTOR to facilitate the work.

SECTION 17: PRE/POST-CONSTRUCTION WALK-THRU

The CONTRACTOR and the Inspector or Project Coordinator shall conduct a pre and post construction walk-thru. This shall be accomplished to determine limits of construction and existing conditions at each site and the surrounding area.

SECTION 18: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

The CONTRACTOR shall not perform any contract work on Sunday, legal Holidays and outside of the eight (8) hours available during a regular working day except as directed and/or approved by the TMWRF Maintenance Manager and as specified herein. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the TMWRF Maintenance Manager and as specified herein.

If the CONTRACTOR plans to perform work outside of the eight (8) hours available during a regular working day, the CONTRACTOR shall first obtain approval from the TMWRF Maintenance Manager at least twenty-four (24) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Sunday, he/she shall obtain approval by the Thursday prior to work on the Sunday for which work is planned. If the CONTRACTOR plans to perform work on a legal Holiday, he/she shall first obtain approval from the TMWRF Maintenance Manager at least 48 hours in advance.

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

The CONTRACTOR's normal working hours shall be from 7:00 A.M. until 3:30 P.M., Monday through Friday unless otherwise required by these specifications or approved in writing by the TMWRF Maintenance Manager when requested in writing by the CONTRACTOR, excluding but not limited to, the following legal Holidays, recognized by the City of Sparks:

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

SECTION 19: CLEANUP AND DUST CONTROL

It shall be the CONTRACTOR's responsibility to provide cleanup and dust control throughout all phases of construction, including suspension of work, and until final acceptance of the project. The CONTRACTOR shall keep the work site and other adjacent areas clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping or other means as necessary.

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

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

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

SECTION 20: FORCE ACCOUNT

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

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

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

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

SECTION 21: RECORD DOCUMENTS

The CONTRACTOR shall maintain, in a safe place at the job site, one record copy of the construction Drawings in good order and annotated to show all changes made during construction and all existing facilities exposed during construction. These record drawings shall be kept current and made available to the Project Manager and inspector for reference upon request. CONTRACTOR shall, at the completion of the project, return one completed copy of the Record Drawings to the Project Coordinator. The City will not release CONTRACTOR's retention until the Record Drawings have been received and reviewed by the Project Coordinator.

SECTION 22: PROJECT SUPERVISION

The CONTRACTOR will provide a superintendent for this project that is available during working hours. The CONTRACTOR will also provide a foreman for supervision of crews that are currently working on site. A "Working foreman" will not be permitted to supervise daily activities. Subcontractors will be subject to this rule as well. Supervision of several crews by one foreman will be permitted; the

superintendent can also act as the supervisor of the crews however the superintendent must remain on the job at all times during working hours.

The following information from the City of Reno – Public Works Department, Section 100 – Supplemental General Provisions is attached to the City of Sparks Special Conditions and Specifications for:

**CITY OF SPARKS
TRUCKEE MEADOWS WATER RECLAMATION FACILITY
Improvement Plans for
DIGESTER 5 INTERIOR COATING PROJECT
CONTRACT NUMBER 13/14 - 018
PWP WA-2014 - 112**

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.gpoaccess.gov/cfr.

The Contractor shall comply with the provisions of the State of Nevada Occupational Safety and each 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.

This section describes certain minimum precautions the Contractor shall consider in developing its safety and health program. It supplements the regulatory requirements and the requirements of the General Provisions.

Toxic chemicals may be part of the construction process. The Contractor shall abide by all handling procedures recommended by the manufacturer when dealing with toxic chemicals.

The Contractor shall promptly suspend work and notify the Engineer of any suspect material and/or unusual conditions, including oily soil found on the work site. Work shall remain suspended until the Contractor receives authorization from the Engineer to continue.

The Contractor shall develop and maintain a written Safety and Health Plan for the duration of the Contract. This plan will effectively incorporate and implement all required health and safety

precautions. At least one copy shall be provided to the Engineer and another maintained at the Contractor's work site.

The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety and health plan. The Contractor is responsible for ensuring that necessary gas monitoring, protective clothing, and other supplies and equipment as specified are available to implement this plan.

In the event that regulatory agencies or jurisdictions determine the Safety and Health Plan to be inadequate to protect employees and the public:

1. The Contractor shall stop the work in progress until adequate safety measures are implemented.
2. The Contractor shall modify the plan to meet the requirements of said regulatory agencies, jurisdictions, and the City.
3. The Contractor shall provide the Engineer with the revisions to the plan within two days of the notice of deficiency.

The Safety and Health Plan shall, as a minimum, include the following considerations:

1. Objective.
2. Key personnel and responsibilities.
3. Hazard analysis of the work activities and environment.
4. Training requirements, including authorized personnel and qualifications for work in confined spaces.
5. Personal protective equipment.
6. Confined space entry procedures.
7. Site control measures.
8. Work practices, decontamination procedures, and work limitations.
9. Emergency procedures, including sewer evacuation plan, location of first aid, fire extinguishers, eyewash, drinking water, map showing route to nearest medical facility, and list of key personnel who are currently certified in first aid/ CPR.
10. Job site cleanup, and spill containment and cleanup procedures.
11. Telephone numbers:
 - a. 24-hour number to contact Contractor's Representative.
 - b. Emergency services.
 - c. Engineer's representative.
12. Documentation (training, injury or illness, respirator-fit tests, hazards notification log, etc.).

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:

1. Description of event.
2. Names of personnel involved.
3. Description of injuries and treatment required (short term and long term).
4. Description of property damage.
5. Site visits and inspections of other agencies as a result of an incident. Include names of the persons, purpose of the visit, and any other pertinent information.

100.14.03. – CONFINED SPACE ENTRY

The Contractor shall be required to comply with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) regulations, as outlined in the 29 CFR Parts 1910; “Permit-Required Confined Spaces for General Industry; Final Rule”. The Contractor shall submit, at the Pre-Construction Meeting, a written plan for confined space entry and written documentation that its employees have been trained in confined space entry procedures. The plan shall include emergency rescue operations. The documentation shall include the specific names of the trained employees and their training records. Failure to fully comply with this specification during construction may result in a work stoppage until corrective action has been taken. Any work stoppage shall be at the Contractor's expense. Such suspension time shall count against the Contractor's total number of project calendar days under the Contract.

100.16.03 – INSPECTION FACILITIES

Quality Assurance testing and inspection will be provided by the Engineer. Quality Control shall be the Contractor's responsibility. All samples shall be furnished by the Contractor without cost to the Engineer. The Engineer may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with the terms of specifications. Any retests due to faulty workmanship or materials shall be paid for by the Contractor. Specific testing requirements are contained in the Standard Specifications and as modified herein. Subject to NRS 338.140, the responsibility for ensuring that the Work is constructed in strict conformance with the contract documents, specifications, and other Contract documents resides solely with the Contractor.

No payment shall be made to the Contractor for the cost of delay while waiting for inspection by the Engineer of completed work.

100.19 – PHOTOGRAPHS AND VIDEO RECORDS

Contractor shall comply with Section 337 of these specifications for recording pre- and post-construction documentation. The Contractor shall submit all pre-construction documentation to the Engineer for approval prior to proceeding with project work. Contractor shall provide post-construction documentation for approval prior to substantial completion.

100.21 – PROGRESS SCHEDULE

Delete Standard Specification section and replace with the following:

The Contractor shall prepare a project schedule plan for the entire Contract work and submit it to the Engineer at least seven (7) days prior to the Pre-Construction Meeting. The Pre-Construction Meeting will not commence until the City has reviewed the schedule. The project schedule shall show the order in which the Contractor proposes to carry out the work within the Contract time in addition to showing the beginning and completion times for all major features of work provided in the Contract. The project schedule shall be in the form of an arrow network, precedence diagram, or other similar schedule developed under a critical path method. The schedule shall outline in sufficient detail the proposed operations, the interrelations of the various operations and the order of performance so that the progress can be evaluated at any time during the Contract. The network will reflect activity durations in a

working day time frame and shall not reflect free time. The Contractor shall submit three (3) copies of the proposed final project schedule.

In addition to the total project schedule, the Contractor shall provide a detailed weekly work agenda that describes the work item and time frame in the form of a bar graph, listed-itemized schedule or any other form agreed to by the Engineer. The agenda may be updated by contacting the Engineer no later than 48 hours prior to a change. The Contractor shall deliver the agenda for the following week to the Engineer no later than noon Thursday. If a holiday or non-working day falls on Thursday, the agenda shall be delivered at or before noon on the preceding working day. If no work or a continuation of the prior week's work is anticipated for the following week, an agenda indicating this shall be submitted. Each agenda shall be signed and dated by the construction superintendent.

Weekly progress meetings shall be scheduled at a convenient location to discuss the weekly schedule, work progress, construction concerns or other project matters at the Engineer's discretion. The Contractor's representative and appropriate Subcontractor representatives requested by the Engineer shall attend.

100.31 – DATA TO BE FURNISHED BY THE CONTRACTOR, SUBMITTALS

Delete Standard Specification section and replace with the following:

Submittals covered by these Specifications shall include manufacturers' information, samples, requests for substitutions, and miscellaneous work-related submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all contract documents, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the contract documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the Specifications and intent of the contract documents.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where the submittal may affect the work of another Contractor or the City. The Contractor shall coordinate submittals among their Subcontractors and Suppliers.

The Contractor shall coordinate submittals so that work will not be delayed. Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.

The Contractor shall use the submittal transmittal form found in Specification Section 100.60 for each submittal. The Contractor shall certify on each submittal transmittal document that they have reviewed the submittal, verified field conditions, and complied with the contract documents.

If the Contractor proposes to provide material, equipment, or method of work, which deviates from the contract documents, they shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

When the contract documents require a submittal, the Contractor shall submit four (4) copies of all information plus one reproducible original of all information.

Unless otherwise specified, the Engineer shall have ten (10) calendar days after receipt of submittal to review and comment. The engineer shall retain the reproducible original.

Subject to NRS 338.140, review of contract documents, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of their responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the City, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

The cost for third and subsequent submittals shall be borne by the Contractor. The cost of reviews for third and subsequent reviews shall be at a rate of \$150 per hour for the Engineer's time.

100.33 – PROTECTION OF PROPERTY

The Contractor shall protect against any damage to pipes, conduits, or other structures crossing the trenching or encountered during the execution of work and shall be responsible for any damage done to such pipes, structures or property resulting therefrom. If a utility is affected, the Utility Company shall be notified immediately by the Contractor of any damage. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring or other work necessary for such protection.

The Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, ditches, embankments, landscaping, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the work. Contractor shall make satisfactory and acceptable arrangement with the property owner and/or the City over damaged property concerning its repair or replacement and as specified in these Specifications.

The Contractor and their Subcontractors are solely responsible for the security of their work site. Contractor and their Subcontractors shall provide their own security for their work in progress and for the goods, products, material, equipment, systems, construction machinery, tools, devices and other items required, used or to be used in the execution of the work.

100.33 – SPILL CONTROL

A spill is defined as any release of raw sewage, construction water, or other liquids at the site. Spills shall not be permitted at any time throughout the duration of the Contract. Sewage released from the existing sewer system shall be considered a spill. Sewage in contact with the soil on the ground or within pits or excavations shall also be considered a spill.

The Contractor shall be responsible for all consequences and damages caused by a sewage spill due to the Contractor's work activities. Contractor shall give both verbal and written notification to the Engineer immediately in the event of any sewage spill.

100.37 – PROTECTION OF WORK AND CLEANING UP

The Contractor shall keep the work site, staging areas, storage and parking area, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be promptly removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the preconstruction condition of the site. Refer to each section of these Specifications for further requirements.

The Contractor shall not store equipment or materials anywhere other than locations approved by the Engineer. Property surrounding the work site shall be completely free of debris and rubbish at all times.

In the event that waste material, refuse, debris and/or rubbish have not been removed after the Contractor has been directed to do so, the Engineer reserves the right to have this material removed at the Contractor's expense.

The Contractor shall handle paints, solvents, and other construction materials with care to prevent entry of contaminants into storm drains, sewers, surface waters, or soils. **NO SOLID MATERIALS OR SOILS SHALL BE FLUSHED INTO STORM DRAINS OR SEWERS.** Cleaning of these facilities shall be at the Contractor's expense. In the event the Contractor does not clean the facilities to the satisfaction of the Engineer after the Contractor has been directed to do so, the Engineer reserves the right to have the facilities cleaned by others at the Contractor's expense.

The Contractor shall install fences and/or barriers around all excavations and open structures. The barrier shall enclose the area and prevent unauthorized access.

The Contractor shall be responsible for preventing dirt, dust, and sediments from escaping from trucks departing the project site, by covering dusty loads, washing truck tires before leaving the site, or other reasonable methods. The Contractor shall be required to clean said streets as soon as possible, but no later than at the conclusion of each day's operations. Cleaning shall be at the Contractor's expense. Any violation of the requirements shall be sufficient grounds for the Engineer to order the streets in question cleaned at the Contractor's expense. In the event the Contractor does not clean the streets to the satisfaction of the Engineer after the Contractor has been directed to do so, the Engineer reserves the right to have the streets cleaned by others at the Contractor's expense.

100.37 – SECURITY FOR WORK IN PROGRESS

The Contractor is solely responsible for the security of the site. Contractor shall provide its own security for its Work in progress and for the goods, products, material, equipment, systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work.

100.40 – SANITATION AND SAFETY

The Contractor shall comply with provisions of local, state and federal regulations as relates to sanitation and sanitary facilities. Portable sanitary facilities shall be provided at each work site location.

100.43 – UTILITY SERVICES

All utilities required by the Contractor shall be furnished at their expense. Construction and drinking water for Contractor and Subcontractors shall be provided by the Contractor. Connection to fire hydrants or private property services for the purpose of obtaining construction water shall not be permitted.

100.47 – TRADE NAMES, SUBSTITUTES AND “OR EQUAL” ITEMS

Delete Standard Specification section and replace with the following:

Whenever an item of material or equipment is specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains, or is followed by, words reading “no like, equivalent, or-equal item”, or “no substitution is permitted”, other items of material or equipment of other suppliers may be accepted by the Engineer under the following circumstances and subject to NRS 338.140:

1. **Or equal:** If, in Engineer’s sole discretion, an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
2. **Substitute items:** If, in Engineer’s sole discretion, an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information to allow the Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and is an acceptable substitute. Requests for review of proposed substitute items of material or equipment will not be accepted from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of substantial completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents, to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the

proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

3. **Substitute construction methods or procedures:** If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the contract documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the contract documents. The procedure for review by Engineer will be similar to that provided in item 2 above.

All support and/or testing data provided by Contractor for any proposed "or-equal" or substitute item shall be at the Contractor's expense. Engineer will be allowed a minimum of five calendar days which to evaluate each proposal and/or submittal made. The Engineer shall be sole judge of acceptability. A proposal and/or submittal may be denied by the Engineer without explanation. No "or-equal" or substitute(s) will be ordered, installed or utilized without Engineer's prior written acceptance. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. The time required by Engineer and/or the Engineer's consultants for evaluating proposed or submitted substitutes shall be at the Contractor's expense. The rate for reimbursement of these services shall be \$150.00 per hour. The charges for the evaluation shall be applied no matter if the proposed or submitted item is accepted or rejected.

100.49 – NOISE CONTROL

The Contractor shall perform all work in compliance with OSHA standards and in no case will noise levels be permitted that are greater than allowed by local laws and regulations. Noise levels shall not exceed 65 decibels (db) at 50 feet from the operating equipment.

All internal combustion engines utilized for any purpose on this project, or associated with work on this project, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

Noisy portable equipment, such as generators, compressors and/or pumps shall be equipped with sound abatement enclosures and devices and shall be located as far away from sensitive noise receptor areas as practicable. (Sensitive noise receptors are defined as occupied buildings with windows or doors facing the site.) Noise barriers shall be constructed around noisy stationary construction equipment such as compressors, generators and pumps that are utilized at locations near (within 100 feet of) sensitive noise receptors as defined above during the daytime working hours and at all sites when construction is being completed at night.

Idling equipment not actively being used for construction purposes shall be shut off.

100.49 - ODOR CONTROL

The Contractor shall employ methods and procedures that mitigate the generation and discharge of objectionable odors to the surface environment during all work, including bypassing of sewage flows.

100.58 - MEASUREMENT AND PAYMENT

The scope of this section defines the items included in each bid item in the Base Bid Schedule of Prices of these specifications. Payment for work performed by the Contractor under these Contract Documents shall be made at the approved contract agreement bid price for each of the principal items as listed in the Base Bid Schedule of Prices. All contract prices included in the Base Bid Schedule of Prices shall be considered full compensation for all labor, materials, tools, equipment, overhead profit, insurance bonding, taxes, and all other incidentals necessary to complete the construction as shown on the Contract documents and/or as specified in the Contract Documents to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in a manner described for each item in these Specifications. Payment of all items listed in the bid schedule will constitute full compensation for all work shown and/or specified to be performed under this project. All incidental and appurtenant work essential to the completion of the project in a workmanlike manner, including cleanup and disposal of waste or surplus material, shall be accomplished by the Contractor without additional cost to the City.

Measurements of the completed work will be made in place, with no allowance for waste. Measurements of distances will be made in a horizontal plane, unless otherwise stated. Measurements of areas will be made in a horizontal plane, unless otherwise stated. Widths of pavement removal areas and trenching will be measured as specified in these Contract Documents.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Engineer; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

Payment shall be made for the actual quantities constructed or installed; said quantities being measured as specified in their respective specification sections. Payment will be made for installed work only. Payment will not be made for stored, uninstalled materials. Payment will only be made for items of work complete, in place, verified and accepted with the disturbed area fully restored and cleaned. Work items not specifically identified in the Proposal, but shown and specified, shall be considered incidental items. No additional payment will be made for incidental items.

100.60 - SUBMITTAL TRANSMITTAL FORM

SUBMITTAL TRANSMITTAL

Submittal Description: _____ Submittal No: _____

Spec Section: _____

		Routing	Sent	Received
OWNER:	CITY OF SPARKS	Contractor		
PROJECT:		Engineer		
		Contractor		
CONTRACTOR:				

We are sending you Attached Under separate cover via _____
 Submittals for review and comment
 Product data for information only

Remarks: _____

Item	Copies	Date	Section No.	Description	Review action ^a	Reviewer initials	Review comments attached

^aNote: NET = No exceptions taken; MCN = Make corrections noted; A&R = Amend and resubmit; R = Rejected

Attach additional sheets if necessary.

Contractor: Certify either A or B:

- A. We have verified that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work specified (no exceptions).
- B. We have verified that the material or equipment contained in this submittal meets all the requirements specified except for the attached deviations.

<u>No.</u>	<u>Deviation</u>
_____	_____
_____	_____
_____	_____
_____	_____

Certified by: _____
Contractor's Signature



**City of Sparks
Truckee Meadows Water Reclamation Facility
Digester 5 Interior Coating Project**

**Bid Number 13/14 - 018
PWP Number PWP-WA-2014-112**

**Contract Documents
Bid Form
Specifications**



February 2014



Tracy Stigers
Engineer in Responsible Charge

N 20234
Nevada Registration Number

SECTION 01014

WORK SEQUENCE

1.0 CONTINUITY OF PLANT OPERATIONS

A. GENERAL:

The existing wastewater treatment plant is currently and continuously receiving and treating sewage, and those functions shall not be interrupted except as specified herein. The Contractor shall coordinate the work to avoid any interference with normal operation of plant equipment and processes.

B. BYPASSING:

Bypassing of untreated or partially treated sewage to surface waters or drainage courses is prohibited during construction. In the event accidental bypassing is caused by the Contractor's operations, the Owner shall immediately be entitled to employ others to stop the bypassing without giving written notice to the Contractor. Penalties imposed on the Owner as a result of any bypass caused by the actions of the Contractor, his employees, or subcontractors, shall be borne in full by the Contractor, including legal fees and other expenses to the Owner resulting directly or indirectly from the bypass.

C. SUBMITTAL:

In accordance with Section 100.31 (Attached to Special Conditions and Specifications), the Contractor shall submit a detailed work plan and time schedule for operations. The work plan shall be coordinated with the construction schedule specified in Section 100.21 (Attached to Special Conditions and Specifications), and shall meet the restrictions and conditions specified in this section. The detailed plan shall describe the Contractor's method for completing the work including, but not limited to, activities required for the Contractor's chosen access into the interior of Digester 5, cleaning, possible repair, coating, clean-up, testing and required inspection.

****END OF SECTION****

SECTION 01015

CONTRACTOR'S USE OF PREMISES

The Owner's operating personnel will be responsible for operating the existing treatment plant throughout the execution of this contract. Equipment presently installed in the treatment plant must be available to plant personnel at all times for use, maintenance, and repair. If it is necessary in the course of operating the plant, for the Contractor to move his equipment, materials, or any material included in the work, he shall do so promptly and place that equipment or material in an area which does not interfere with the plant operation. The Contractor shall not adjust or operate serviceable or functioning equipment or systems except as specifically required by this contract.

The existing treatment plant will remain in operation throughout the execution of this contract. The Contractor shall schedule and conduct his work to minimize necessary shutdowns and interference with normal plant operations and maintenance.

Digester 5 is currently clean and empty and is not being used. The Contractor shall have access to the exterior and interior of Digester 5. Contractor access to interior of Digester 5 for staff and equipment shall be through existing 24-inch diameter horizontal manway located at north side of digester (shown on Drawings), through two of the three 24-inch diameter vertical manways located in digester cover (shown on Drawings) and the 37-inch diameter gas dome opening located in center of digester cover. Requirements for access through 37-inch diameter gas dome opening are provided on the Drawings. The Contractor shall provide all equipment, materials and labor to access the manways located at the top of the cover, including, but not limited to, a crane.

If the Contractor chooses to use the 37-inch diameter gas dome opening located in center of the digester cover, the Contractor shall remove, store, and replace the existing equipment and disconnect, support and reconnect the existing gas pipelines. If the gas dome equipment or gas pipelines are damaged, the Owner will have the equipment repaired or replaced and the Contractor shall bear the cost of the repair or replacement with no additional expense to the Owner. The replaced gas dome equipment shall be tested in accordance with Section 01660.

The integrity of existing plant equipment and utilities shall be maintained by the Contractor at all times.

****END OF SECTION****

SECTION 01560

ENVIRONMENTAL CONTROLS

1.0 SITE MAINTENANCE

The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

2.0 TEMPORARY DAMS

Except in time of emergency, earth dams are not acceptable at catch basin openings, local depressions, or elsewhere. Temporary dams of sand bags, asphaltic concrete, or other acceptable material will be permitted when necessary to protect the work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as they are no longer necessary.

3.0 AIR POLLUTION CONTROL

The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. He shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods.

4.0 NOISE CONTROL

Noise control shall be in accordance with 100.49 (Attached to Special Conditions and Specifications).

****END OF SECTION****

SECTION 01605

SHIPMENT, PROTECTION AND STORAGE

1.0 GENERAL

Equipment, products and materials shall be shipped, handled, stored, and installed in ways which will prevent damage to the items. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the Engineer.

2.0 EQUIPMENT

A. PACKAGE AND MARKING:

All material shall be protected against damage from moisture, dust, handling, or other cause during transport from manufacturer's premises to site. Each item or package shall be marked with the number unique to the specification reference covering the item. Stiffeners shall be used where necessary to maintain shapes and to give rigidity.

B. SHIPPING:

Damage shall be corrected to conform to the requirements of the contract before the assembly is incorporated into the work.

C. DELETED:

D. STORAGE:

During the interval between the delivery of material or equipment to the site and installation, all items, unless otherwise specified, shall be stored in an enclosed space affording protection from weather, dust and mechanical damage and providing favorable temperature, humidity and ventilation conditions to ensure against deterioration. Manufacturer's recommendations shall be adhered to in addition to these requirements.

****END OF SECTION****

SECTION 01660

PERFORMANCE AND OPERATIONAL TESTING

PART 1--GENERAL

1.01 DESCRIPTION

This section contains requirements for the Contractor's performance in providing and documenting testing work required under this contract. In addition, this section contains requirements for the Contractor's performance during installed performance testing, provided under this contract. This section supplements but does not supersede specific testing requirements found elsewhere in this project manual.

1.02 QUALITY ASSURANCE

A. CONTRACTOR'S QUALITY ASSURANCE MANAGER:

The Contractor shall appoint a Quality Assurance Manager to manage, coordinate, and supervise the Contractor's quality assurance program. The Quality Assurance Manager shall have at least five years of total experience. The quality assurance program shall include:

1. A testing plan setting forth the sequence in which all testing work required under this project manual will be implemented.
2. A documentation program to record the results of all equipment and system tests.

The Quality Assurance Manager shall coordinate the activities of all subcontractors and suppliers to implement the requirements of this section.

B. CALIBRATION: NOT USED

1.03 SUBMITTALS

Submittal material, to be submitted in accordance with Section 100.31 (Attached to Special Conditions and Specifications), shall consist of the following:

1. A complete description of the Contractor's plan for documenting the results from the test program in conformance with the requirements of paragraph 01660-2.02 A, including:
 - a. Sample forms for documenting the results of field pressure and performance tests.

2. Performance results.

PART 2--PRODUCTS

2.01 GENERAL

The Contractor shall prepare test plans and documentation plans as specified in the following paragraphs. The Engineer will not witness any test work for the purpose of acceptance until all test documentation and the specified system or equipment test plans have been submitted and accepted.

2.02 DOCUMENTATION

A. DOCUMENTATION PLANS:

The Contractor shall develop a record keeping system to document compliance with the requirements of this Section.

Documentation shall include date of test, nature of test, test objectives, test results, test instruments employed for the test and signature spaces for the Engineer's witness and the Contractor's quality assurance manager.

Section 01999 contains samples showing the format and level of detail required for the documentation forms.

B. TEST PLANS:

No test work shall begin until the Contractor has delivered the final test plan to the Engineer.

PART 3--EXECUTION

3.01 TESTING

A. COATING SYSTEM

The Contractor's quality control manager shall organize representatives of coating system manufacturer, material suppliers, subcontractors, and others, as appropriate, to efficiently and expeditiously test the coating system installed under this contract. The objective of the testing program shall be to demonstrate, to the Engineer's complete satisfaction, that the system installed under this contract meet all performance requirements and the facility is ready for use. The coating testing requirements are specified in Section 09800.

B. DIGESTER FOR GAS-TIGHTNESS:

Digester 5 shall be tested for gas-tightness after the digester gas dome assembly, piping and all opening covers have been reinstalled. The digester tank shall be pressurized to 8 inches water column. After this pressurized condition has been maintained for 8 hours, all joints, seams, gas dome components, valves and connections shall be checked for leaks by means of a soap suds solution. All areas where leaks occur shall be documented in writing and brought to the Engineer's attention. The Contractor shall repair leaks at locations where the Contractor has reinstalled the seal or equipment or caused damage. The Contractor shall retest the seals and equipment once the repairs are completed and approved by the Owner.

Testing shall be conducted in the presence of the Engineer. The Contractor shall provide a minimum of 48 hours notice prior to the required testing.

****END OF SECTION****

SECTION 01720

RECORD DOCUMENTS

Contractor shall provide record documents prior to receipt of final payment.

Record documents refer to those documents maintained and annotated by the Contractor during construction and are defined as (1) a neatly and legibly marked set of contract drawings showing the final location of piping, equipment, electrical conduits, outlet boxes and cables; (2) additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; (3) final instrumentation settings; and (4) Contractor layout and installation drawings.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes and shall be available for review by the Engineer during normal working hours at the Contractor's field office. At the completion of the work, prior to final payment, all record drawings shall be submitted to the Engineer.

Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

Additions – Red
Deletions – Green
Comments – Blue
Dimensions – Graphite*

*Legibly mark to record actual depths, horizontal and vertical location of underground raceways, cables, and appurtenances referenced to permanent surface improvements.

****END OF SECTION****

SECTION 01800

ENVIRONMENTAL CONDITIONS

This section describes the environmental conditions which have been observed at the site of the work and which may reasonably be anticipated throughout the life of the project.

The site of the work is at an approximate elevation of 4,400 feet above mean sea level. Climate conditions are described as follows:

Description	Range of Conditions
Precipitation, average (inches per year)	7.5
Relative humidity, percent	
Outdoors	14 to 89
Air temperature, degrees F	
Outdoors	-16 to 108

Additional conditions which may be applicable are specified in other sections. For additional weather detail see <http://www.wrh.noaa.gov/rev/>.

****END OF SECTION****

SECTION 01999

REFERENCE FORMS

The forms listed below and included in this section are referenced from other sections of the project manual:

Form No.	Title
09800-A	Coating System Inspection Checklist

09800-A COATING SYSTEM INSPECTION CHECKLIST

Area or Structure to be coated: _____

Coating System (from paragraph 09800-2.01): _____

Date: _____

Contract Package No. _____

Coating Type _____

Coating System Manufacturer (CSM): _____

Coating System Applicator: _____

General Contractor: _____

Step 1: Completion of Cleaning and Substrate Decontamination Prior to Abrasive Blast Cleaning.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 2: Installation of Protective Enclosure of Structure or Area and Protection of Adjacent Surfaces or Structures NOT TO BE COATED.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 3: Completion of Ambient Condition Control in Structure or Building Area and Acceptance of Ventilation System in Structure or Area as it applies to application and curing requirements for the coating system.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 4: Completion of Surface Preparation for Metallic Substrates to Be Coated.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 5: Completion of Primer Application.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 6: Completion of Repairs If Required and Related Surface Preparation Rework Prior to Coating System Application.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 7: Completion of First Finish Coat Application and of Coating System Detail Treatment at Transitions or Terminations.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 8: Completion of Second Finish Coat Application and of Coating System Detail Treatment at Transitions and Terminations.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 9: Completion of Full and Proper Cure of Coating System.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 10: Completion of Adhesion Testing of Cured Coating System on Metallic Substrates and Acceptance of Holiday (Continuity) Testing of Coating System on Metallic Substrates.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 11: Completion of Localized Repairs to Coating System Following Adhesion and Continuity Testing.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

Step 12: Final Acceptance of Coating System Installation Including Final Clean-Up of the Work Site Complying with Specification Requirements and the CSM's Quality Requirements.

Representing	Name	Signature	Date
Contractor			
Coating System Applicator			

****END OF SECTION****

SECTION 09800

PROTECTIVE COATINGS FOR DIGESTER COVERS

PART 1--GENERAL

1.01 REQUIREMENTS

A. SCOPE:

This section specifies protective coating for the rehabilitation of the existing steel cover on Anaerobic Digester 5. Work includes surface preparation, waste disposal, testing of waste, pretreatment, coating application, touch-up, protection of surfaces not to be coated, cleanup and all appurtenant work. The specified coating systems shall be applied only to metal surfaces and miscellaneous pipes as directed in these and the manufacturer's specifications. Should these specifications differ from the manufacturer's recommendations, these specifications shall govern unless otherwise directed by the Engineer. The metal surfaces to be coated include, but are not limited to, the interior of the digester dome covers, and the interior of the digester cover skirt plate, and all metallic surfaces associated with cover and cover support and attachments.. Contractor shall also repair all existing coatings at the project site that are damaged as a result of performing the Work of this Contract.

The work shall be as follows:

1. Submit worker health and safety lead abatement plan and submittals in accordance with 29 CFR 1926.62. Submit plan for the collection, storage, and disposal of the spent abrasive produced during the surface preparation operations per SSPC Guide 7.
2. Pre-job meeting.
3. Install containment and scaffolding.
4. Sample and test existing coating for lead.
5. Steam clean with 180° F water and degrease in accordance with SSPC SP 1.
6. Abrasive blast surfaces per SSPC SP5 and power tool clean rusty or corroded areas and remove loose, peeling and blistered coating in accordance with SSPC SP11 in areas that are inaccessible to blasting.
7. Apply coating per manufacturer's recommendations and this specification.

8. Provide forced ventilation and temperature control to allow the coating to cure per the manufacturer's recommendations.
9. Provide final inspection for dry film thickness, holiday detection, and adhesion testing. Contractor shall furnish all inspection equipment.
10. Restore the site to its original condition.
11. Conduct warranty repairs after the Owner has identified the areas.

B. DEFINITIONS:

Specific coating terminology used in this Section is in accordance with definitions contained in ASTM D16, and the following definitions:

1. Coating System Applicator (CSA): A generic reference to the specialty subcontractor or subcontractors retained by the Contractor to install the coating systems specified in this Section 09800.
2. Coating System Manufacturer (CSM): Refers to the acceptable coating system manufacturer, abbreviated as the CSM.
3. Coating System Manufacturer's Technical Representative(s) (CTR): Refers to the technical representative(s) of the acceptable Coating System Manufacturer and is abbreviated as CTR.
4. Dry Film Thickness (DFT): The primer or coating film's thickness following curing and drying. Dry film thickness is measured in mils or thousandths of an inch (0.001 inch) and is abbreviated DFT.
5. Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.
6. Hold Point: A defined point, specified in this Section 09800, at which work shall be halted for inspection.
7. Touch-Up Painting: The application of paint on areas of painted surfaces to repair marks, scratches, and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

1.02 QUALITY ASSURANCE

A. REFERENCES:

This section contains references to the documents listed below. They are a part of this section as specified and modified. Where a referenced document cites other standards, such standards are included as references under this section as if reference directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are not replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, has been discontinued or has been replaced.

Reference	Title
ASTM D16	Standard Terminology for Paint, Related Coatings, Materials, and Applications
ASTM D2200 (SSPC-V1)	Pictorial Surface Preparation Standards for Painting Steel Surfaces
Code of Federal Regulations Section 1910.146	Title 29 Protection of Environment Permit Required Confined Spaces
Section 1926.62 Code of Federal Regulations	Lead in Construction Title 40 Protection of Environment
Section 261.24 ASTM D4263	Heavy Metal Toxicity Indicating Moisture in Concrete by the Plastic Sheet Method
ASTM D4285	Standard Test Method for Indicating Oil or Water in Compressed Air
ASTM D4414 ASTM D4541	Measurement of Wet Film Thickness by Notch Gages Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM D5162	Standard Practice for Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates
ASTM D6132	Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Coating Thickness Gage

Reference	Title
EPA Standard Method 1311	Toxicity Characteristic Leaching Procedure (TCLP)
EPA Standard Method 3050	Acid Digestion of Sediments, Sludges, and Soils
EPA Standard SW 846	Test Methods for Evaluating Solid Waste Physical/Chemical Methods
ISO 8502-3	Part 3 - Assessment of Dust on Steel Surfaces Prepared for Painting (Pressure-Sensitive Tape Method)
NACE RP0287	Field Measurements of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using Replica Tape
NACE SP0178	Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service
NACE SP0188	Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
NIOSH 7082	Lead by Flame AAS
SSPC PA 2	Procedure for Determining Conformance to Dry Coating Thickness Requirements
SSPC-QP 2	Qualification Procedure 2 Field Removal of Hazardous Coatings
SSPC Technology Guide No. 12	Guide for Illumination of Industrial Painting Projects
SSPC	Paint Application Specification No. 1.
SSPC PA Guide 11	Protecting Edges, Crevices, and Irregular Steel Surfaces by Stripe Coating.
SSPC-PA Guide 3	A Guide to Safety in Paint Application
SSPC SP1	Solvent Cleaning
SSPC SP2	Hand Tool Cleaning
SSPC SP3	Power Tool Cleaning
SSPC SP5	White Metal Blast Cleaning
SSPC SP12	Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
SSPC V2	Systems and Specifications: Steel Structures Painting Manual, Volume 2

B. QUALITY CONTROL REQUIREMENTS:

1. The Contractor is responsible for the workmanship and quality of the coating system installation. Inspections by the Engineer will not relieve or limit the Contractor's responsibilities.
2. The Contractor's methods shall conform to requirements of this specification and the standards referenced in this Section. Changes in the coating system installation requirements will be allowed only with the written acceptance of the Engineer before work commences.
3. Only personnel who are trained by the CTR specifically for this contract or who are approved by the CSM specifically for this contract shall be allowed to perform the coating system installation specified in this Section.
4. Contaminated, outdated, diluted materials, and/or materials from previously opened containers shall not be used.
5. For repairs, the Contractor shall provide the same products, or products recommended by the CSM, as used for the original coating.
6. The Contractor shall identify the points of access for inspection by the Engineer. The Contractor shall provide ventilation, ingress and egress, and other means necessary for the Engineer to safely access the work areas.
7. The Contractor shall conduct the work so that the coating system is installed as specified and shall inspect the work continually to ensure that the coating system is installed as specified. Coating system work that does not conform to the specifications or is otherwise not acceptable shall be corrected as specified.
8. The Contractor shall complete the Coating System Inspection Checklist, Form 09800-A, included in Section 01999, for coating system installations. Follow the sequential steps required for proper coating system installation as specified and as listed in the Coating System Inspection Checklist. For each portion of the work, install the coating system and complete sign-offs as specified prior to proceeding with the next step. After completing each step as indicated on the Coating System Inspection Checklist, the Contractor shall sign the checklist indicating that the work has been installed and inspected as specified.
9. The Contractor shall provide written daily reports that present, in summary form, test data, work progress, surfaces covered, ambient conditions,

quality control inspection test findings, and other information pertinent to the coating system installation.

C. INSPECTION AT HOLD POINTS

The Contractor shall conduct inspections at Hold Points during the coating system installation and record the results from those inspections on Form 09800-A. The Contractor shall coordinate such Hold Points with the Engineer such that the Engineer may observe Contractor's inspections on a scheduled basis. The Contractor shall provide the Engineer a minimum of 24 hours of notice prior to conducting Hold Point Inspections. The Hold Points shall be as follows:

1. Environment and Site Conditions. Prior to commencing an activity associated with coating system installation, the Contractor shall measure, record, and confirm acceptability of ambient air temperature and humidity as well as other conditions such as proper protective measures for surfaces not to be coated and safety requirements for personnel. The acceptability of the weather and/or environmental conditions within the structure shall be determined by the requirements specified by the CSM of the coating system being used.
2. Conditions Prior to Surface Preparation. Prior to commencing surface preparation, the Contractor shall observe, record, and confirm that oil, grease, and/or soluble salts have been eliminated from the surface. After abrasive blasting, the Contractor shall test the surfaces for soluble salts with the use of Chlor*Test CSN Salts as manufactured by Chlor*Rid International or approved equivalent. The surfaces shall be tested and shall have a concentration less than 5 micrograms per square centimeter ($\mu\text{g}/\text{cm}^2$) of chlorides, sulfates, or nitrates. A test shall be conducted for every 50 square feet (ft^2) of surface area to be coated at locations determined by the Inspector.
3. If the soluble salt test indicates chloride, sulfate, or nitrate concentrations greater than those outlined in these Specifications, the Contractor shall apply Chlor*Rid using 1,000 psi water pressure, as manufactured by Chlor*Rid International, on the affected areas to remove the salts from the substrate and shall be allowed to dry for a minimum of 8 hours. The Contractor shall sweep blast the treated area to remove the contaminants. A substrate's surface preparation will be accepted once the soluble salt concentration is below the amounts outlined in these Specifications.
4. Monitoring of Surface Preparation. Spot checking of degree of cleanliness, surface profile, and surface pH testing, where applicable. In addition, the compressed air shall be checked to confirm it is free from oil and moisture and shall be tested per ASTM D4285.

5. Post Surface Preparation – Upon completion of the surface preparation, the Contractor shall measure and inspect for proper degree of cleanliness and surface profile as specified in this Section and in the CSM’s written instructions.
6. Monitoring of Coatings Application – The Contractor shall inspect, measure, and record the wet film thickness and general film quality (visual inspection) for lack of runs, sags, pinholes, holidays, etc. as the application work proceeds.
7. Post Application Inspection – The Contractor shall identify defects in application work including pinholes, holidays, excessive runs or sags, inadequate or excessive film thickness and other problems as may be observed.
8. Post Cure Evaluation – The Contractor shall measure and inspect the overall dry film thickness. The Contractor shall conduct a DFT survey, as well as perform adhesion testing, holiday detection, or cure testing as required based on the type of project and the specific requirements in this Section and/or in the CSM’s written instructions.
9. Follow-up to Corrective Actions and Final Inspection. The Contractor shall measure and re-inspect corrective coating work performed to repair defects identified at prior Hold Points. This activity also includes final visual inspection along with follow-up tests such as holiday detection,

1.03 DELIVERY AND STORAGE

Materials shall be delivered to the job site in their original, unopened containers with unbroken seals. Each container shall be properly labeled with the color, shelf life date of manufacture, and product name. Materials shall be handled and stored to prevent damage to or loss of label.

Labels on material containers shall show the following information:

1. Name or title of product.
2. CSM's batch number.
3. CSM's name.
4. Generic type of material.
5. Application and mixing instructions.
6. Hazardous material identification label.
7. Shelf life expiration date with a manufacture date less than 12 months from application date.

Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold in accordance with the CSM's recommendations. Flammable materials shall be stored in accordance with state and local requirements.

Containers shall be clearly marked indicating personnel safety hazards associated with the use of or exposure to the materials.

Material Safety Data Sheets (MSDS) for each material shall be provided to the Engineer.

The Contractor shall store and dispose of hazardous waste according to federal, state and local requirements. This requirement specifically addresses waste solvents and coatings.

1.04 SUBMITTALS

Submittals shall be provided in accordance with Section 100.31 (Attached to Special Conditions and Specifications), and shall include the following information:

1. A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. A check mark shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph referenced to a detailed written explanation for requesting the deviation. The Engineer shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. *Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.*
2. CSM's current printed recommendations and product data sheets for coating systems including:
 - a. Volatile organic compound (VOC) data
 - b. Surface preparation recommendations.
 - c. Primer type, where required.
 - d. Maximum dry and wet mil thickness per coat.
 - e. Minimum and maximum curing time between coats, including atmospheric conditions for each.
 - f. Curing time before submergence in liquid.
 - g. Thinner to be used with each paint.

- h. Ventilation requirements.
 - i. Minimum atmospheric conditions during which the paint shall be applied.
 - j. Allowable application methods.
 - k. Maximum allowable moisture content.
 - l. Maximum shelf life.
3. Affidavits signed and sealed by an officer of the CSM's corporation, attesting to full compliance of each coating system component with current and promulgated federal, state, and local air pollution control regulations and requirements.
4. Material Safety Data Sheets (MSDS) for materials to be delivered to the job site, including coating system materials, solvents, and abrasive blast media.
5. List of cleaning and thinner solutions allowed by the CSMs.
6. Storage requirements including temperature, humidity, and ventilation for Coating System Materials as recommended by the CSMs.
7. CSM's detailed, written instructions for coating system treatment and graphic details for coating system terminations in the structures to be coated including pipe penetrations, metal embedments, gate frames, and other terminations to be determined from the contract drawings. This information shall also include detail treatment for coating system at joints in concrete.
8. Standard color options for selection by the Owner prior to purchase.
9. Samples:
 - a. During the application, three samples of each coating system shall be submitted on a 6-inch x 6-inch x 0.25-inch thick steel plate sample, depending on intended usage. Each sample shall be abrasive blasted and completely coated at the specified thickness over one 6-inch x 6-inch surface with the applicable coating system. Samples shall be labeled with the surface profile, coating type, application method, and dry film thickness (DFT).
 - b. Samples shall be provided for each batch of material to be used on the project, and shall be accompanied with certification from the manufacturer that the batches provided as samples match the batches supplied to the job site. Failure to do this may result in rejection of the finished work by the Owner, and removing and re-applying the coating again at the Contractor's expense.

- c. The manufacturer's standard details for coating over joints/cracks, pipe penetrations, and edge terminations shall also be provided.
10. Qualifications of the Coating Contractor:
- a. The manufacturer shall provide written certification that the coating subcontractor's Supervisor and each applicator performing work on the project have been trained and approved by the manufacturer to apply the selected coating system.
 - b. Field coating applicator shall provide SSPC QP 1 Certification.
 - c. General Contractor shall provide evidence of a valid Class "A," and the coating applicator shall provide evidence of a valid C-33 contractor's license.
 - d. Provide a written letter from the Contractor stating that they are certified by the manufacturer and experienced in the application of the specified coating systems. The letter shall state the manufacturer and model number of mixing, heating, and pumping equipment to be used to apply the specified coating system.
 - e. The Contractor and CSA shall provide a minimum of five project references which verify that the coating contractor has demonstrated successful application of the specified coating systems in the past five years. Provide the size (area of coating), time of completion, name, the owner's address and telephone number for each installation referenced.
 - f. Coating manufacturer's technical application instructions for application, heating materials, mixing, spray tip sizes, and hose pressures.
11. Forced heating, dehumidification and ventilation equipment specifications, as required.
12. Laboratory analysis records for testing of all samples.
13. Collection/Storage/Disposal Plan for Coating Chip and abrasive waste - The Contractor shall provide a written plan for the collection, storage and disposal as outlined in SSPC Guide 7. If the waste is deemed hazardous per CFR Title 40 261.24 limits, the name and address of the hazardous waste hauler and a copy of their hauling permit shall be submitted along with the name and address of the final disposal site. When the disposal is completed, a copy of the completed EPA manifest shall be submitted to the Owner. If spent abrasive lab results exceed CFR Title 40 261.24 TCLP limits,

hazardous waste disposal costs shall be negotiated with the Owner as an extra cost per the Bid Schedule.

14. Removal/Containment Plan - The Contractor shall provide a written plan for the methods to be employed for surface preparation, containment and collection of debris as outlined in SSPC Guide 6. When designing the system, the Contractor shall recognize the load bearing capacity and integrity of the structure to be coated. The Contractor shall have the containment plan reviewed by the Owner
15. Lead Removal, Containment, Disposal and Environmental and Personnel Protection Plans. The Contractor shall prepare written plans that address the following:
 - a. The handling and site storage of lead-contaminated debris shall be in accordance with the requirements of 40 CFR 262 and 40 CFR 265. The Contractor shall confirm that an EPA identification number will be obtained, that proper manifesting of the waste will be addressed, and that all site storage limitations, including the time of storage, container requirements, contingency plan, and personnel training, will be observed.
 - b. Procedures for sampling and testing of debris shall be followed to determine if it is a hazardous waste. A minimum of eight random samples shall be collected, in the presence of the Owner's representative, for each waste stream generated on the project. A minimum of four samples shall be tested to characterize each waste stream. The four remaining samples for each stream may be tested as directed by the Engineer if the initial test sample average is indicative of hazardous material and there is sufficient sample variability to warrant additional testing in an effort to obtain a non-hazardous sample average. The sampling procedure shall be in accordance with the requirements of SW 846, with the testing accomplished by TTLC, STLC, and TCLP methods as necessary to meet all disposal requirements. The program shall include the name of the EPA approved testing laboratory to be utilized.
 - c. It shall be confirmed that proper transportation of the debris is accomplished in accordance with the requirements of 40 CFR 263. The name of the transporter shall be included.
 - d. It shall be confirmed that the debris is treated and disposed of in accordance with the requirements of 40 CFR 264 and 40 CFR 268. This program shall provide assurance that the debris is handled properly from its acquisition to its ultimate disposal site, and shall

include the necessary notifications and certifications on shipments, provide the name of the disposal facility, and include a schedule for the submittal of the completed manifests.

- e. Reportable CERCLA releases in accordance with 40 CFR 300 and 40 CFR 302 when applicable.
- f. A containment system consisting of shrouded surface preparation equipment with HEPA Vacuum system attachments shall be used. Drapes, tarps or other material shall be utilized to contain all surface preparation debris and water. No debris shall come in contact with the waterway at any time.
- g. At a minimum, the Contractor shall implement an SSPC Guide 6 Class 1A containment plan for abrasive blasting. The Contractor shall prevent dust or water from contaminating surfaces that are fully prepared and ready for the coating application.

16. Ambient Air Quality Program. The Contractor shall prepare a written program for air monitoring at the project site to confirm that dust emissions do not exceed the specified criteria. The following shall be addressed:

- a. Contractor shall monitor emissions of particulate matter equal to or greater than 10 micrometers in aerodynamic size (PM 10) in accordance with 40 CFR 50. The type and number of samplers to be used, their proposed locations, provisions for background monitoring, and the duration of testing shall be provided.
- b. Observations that will be made to verify that the visible emissions criteria of this specification are not exceeded in accordance with 40 CFR 60.
- c. Analysis of airborne lead emissions in accordance with 40 CFR 50 shall be performed. The type and number of samplers to be used, their proposed locations, provisions for background monitoring, and the duration of testing shall be provided by the Engineer.

1.05 SUPERVISION

The Contractor shall provide a full time Supervisor at the work site during the working hours for the duration of the project. The Supervisor shall have the authority to sign change orders, coordinate work, and make decisions pertaining to the fulfillment of the Contract.

1.06 SERVICES OF MANUFACTURER

The Contractor shall require the coating manufacturers to furnish the following services:

1. The manufacturer's representative shall provide technical support to resolve field problems associated with the manufacturer's products furnished under this Contract or the application thereof throughout the duration of the work.
2. The coating manufacturer shall provide written certification that the coating subcontractor's Supervisor and each applicator performing work on the project has been trained and approved to apply the selected coating system.
3. The coating manufacturer's representative shall be present during the final inspection of the finished coating by the Engineer.

1.07 HEALTH AND SAFETY

The interior of the digester is a permit required confined space. The Contractor shall conform to all requirements for confined space entry in accordance with all local, State, and Federal Safety and Protection Requirements necessary for entering and working within a permitted confined space.

The Contractor shall provide access, material and equipment, including but not limited to all head and face protection equipment and respiratory devices, required to safely perform this work. Equipment shall include any applicable masks recommended by the manufacturer while performing blasting or application of the coating materials.

The Contractor shall be responsible for maintain compliance with applicable, local, State, and Federal environmental and worker safety regulations in its execution of this work.

Whenever the occupational noise exposure exceeds maximum allowable sound levels as specified by State and OSHA requirements, the Contractor shall provide and require the use of approved ear protection devices by all personnel working in the areas of excess noise.

All temporary ladders and scaffolding shall conform to applicable safety requirements and shall be properly tagged for use. They shall be erected where requested by the Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.

All blast lines and high pressure hoses will be equipped with cable restraints at all couplings.

Failure to comply with health and safety laws, regulations, codes, permits, and Standard Operation Procedures will be grounds for shutting down the Work. All costs resulting due to a shutdown of the Work that are due to the Contractor's negligence or failure to comply with applicable safety requirements shall be borne by the Contractor. After a shutdown of the Work, the

Work will not be permitted to begin again until the Engineer is satisfied that all necessary health and safety precautions are being taken.

The CONTRACTOR shall create a lead compliance program in accordance with OSHA Regulations 29 CFR 1926.62 and the following:

1. A program for determining the level of airborne lead within and around the lead coating removal area. Monitoring shall be performed in accordance with NIOSH Method 7082 using personal pumps on representative workers.
2. An administrative control schedule as required by OSHA 29 CFR 1926.62.
3. A respiratory protection program as required by OSHA 29 CFR 1926.62.
4. A description of the personal hygiene facilities and practices to be used, and protective clothing to be used as required by OSHA 29 CFR 1926.62.
5. A medical surveillance program including the mechanism for submitting pre-job and post-job blood lead level results, and a statement that employees will be removed from the work site if blood lead levels exceed the thresholds established in OSHA 29 CFR 1926.26.
6. An employee training program in accordance with the requirements of 29 CFR 1926.62.
7. A statement that the employee has been informed of the hazards of the project, and of his or her right of access to exposure and medical records as required by 29 CFR 1926.62.
8. A statement confirming that signs will be posted in and around the WORK area as required by 29 CFR 1926.62.

1.08 FIRE/EXPLOSION HAZARD

Flammable, volatile solvents in coating system components constitute a major hazard with regard to fire and explosions wherever flame or spark exposure is possible. All flames, smoking, and welding, etc., are strictly prohibited in work or storage areas. Fire abatement devices shall be readily available and in operating condition. Necessary precautions shall be taken to keep fire hazard to a minimum; all oily rags, waste, and other combustibles not in covered containers shall be removed from the area daily. All coatings, solvents, thinners and related products shall be stored in conformance with applicable State, County and/or Local Fire Codes pertaining to flammable materials.

Operating digesters and methane gas piping in the vicinity of the Work represent potential explosion hazards. The Contractor shall take necessary precautions to prevent damage to existing

facilities that could result in an inadvertent release of methane gas into the Work area, and to minimize the use of open flames and/or potential sparks in the Work area.

1.09 INSPECTION AND TESTING

A. GENERAL:

All work relative to preparation for and application of coatings shall be conducted under the inspection of the Engineer.

Inspection by the Engineer, or the waiver of inspection of any particular portion of the work, shall not relieve the Contractor of responsibility of performing the work in accordance with these Specifications.

Prior to the start of any work, the Contractor shall establish with the Engineer, schedules and notification procedures that will ensure that all surface preparation work has been inspected prior to the application of any coating. These procedures shall remain in effect for the duration of the project. Under no circumstances shall any surfaces be coated without prior approval of the Engineer. Coatings applied without the Engineer's authorization shall be removed and reapplied at the sole expense of the Contractor. Log sheets, approved by the Engineer, shall be used as the permanent record of all inspections with copies forwarded to the Engineer daily.

The Contractor shall give the Engineer a minimum of 7 days-advanced notice prior to the start of any surface preparation work.

Scaffolding or ladders shall be erected or moved to locations where requested by the Engineer to facilitate inspection.

The Contractor shall provide adequate illumination for the conduct of the work and for inspections. Adequate illumination shall include explosion-proof lights and electrical equipment where required to meet safety standards and shall be in accordance with SSPC Technology Guide No. 12.

Water is not available at the digester site. The Contractor shall be responsible for furnishing its own water.

At the completion of all coating work, a final inspection shall be conducted. The Contractor and its Supervisor, the CTR, and the Engineer, shall conduct a final inspection to establish that all work has been completed in accordance with the Contract Documents. Any deficiencies found shall be documented and corrected before final acceptance of the work will be granted. The Contractor shall thoroughly document the conditions of each area of work at the time of inspection using video and still photography. A copy of the photographs and video shall be provided to the Engineer, and the Contractor shall keep the originals. The photographs and video shall be the basis of evaluation of the condition of the coating systems at the warranty inspection.

The Contractor shall measure air temperature, humidity, relative humidity, and surface temperature, and determine dew point prior to abrasive blasting or painting. Repeat measurements shall be recorded no less than every four hours. No coating or abrasive blasting shall be performed when the dew point is less than five degrees above the surface temperature.

The Inspector will provide wet film and dry film thickness readings, results of the holiday testing, and will note any discrepancies with the coating Specifications.

B. SURFACE PREPARATION:

Surfaces prepared as described in this Specification and per the manufacturer's recommendations shall be observed by the Engineer prior to application of coatings to verify compliance. Contractor shall immediately notify Engineer of any severe pitting or perforations in the metal surface. Repairs to the steel surface, if determined necessary by the Engineer, will be paid for using the force account in accordance with Section 20 of the Special Conditions and Specifications.

The Engineer will determine if a pitted area requires an epoxy surfacer repair or a welded plate repair based on the size and depth of the pit. The Contractor shall coordinate with the Agency to allow ample time for the repairs to be completed and cured. Exact dimensions of the weld repair plates will be determined in the field by the Engineer. Repair weld plates shall be of 0.25-inch thickness and shall be fabricated of ASTM A36 or ASTM A283 Grade D steel. Welds shall be inspected by an AWS-certified welding inspector. Plates shall be fillet welded all around; effective through thickness of the fillet welds shall be 0.25 inches. Installed plates shall be surface prepared and coated to match the coating conditions of the surrounding pipe.

C. FILM THICKNESS:

Prepared surfaces and all coating system component applications shall be inspected prior to each succeeding application. The procedure for collecting representative thickness data shall be as follows:

1. Engineer shall determine where and how often to test for film thicknesses, and as a minimum the requirements of SSPC PA 2 with a Level 2 thickness restriction and calibration will be followed.
2. At each inspection point, a minimum of three gauge readings shall be taken, moving the gauge 1 to 3 inches for each new gauge reading.
3. Discard any unusually high or low gauge reading that cannot be repeated consistently. Take the average (mean) of the three gauge readings as the spot measurement. The average spot measurement shall meet or exceed the specified dry film thickness for each application per the Level 2 thickness requirement.

4. The Contractor shall perform hardness testing after each application in the presence of the Engineer.

D. COATING PINHOLE AND HOLIDAY DETECTION:

The Contractor shall test the completed coating application for pinholes and holidays using a high voltage spark tester per NACE SP0188. The testing shall be witnessed by the Engineer or Owner's Inspector. The required test voltage shall be established by the manufacturer's recommendations and testing of induced holidays. Pinhole and holiday testing shall be conducted on completed coating sections within 48 hours of final application. The electrode movement over the coating surface shall be continuous and shall proceed in a systematic manner, which ensures 100 percent coverage of the coating surface. The Contractor shall only use a wire brush wand, rubber wands will not be allowed. All visual and sparking defects shall be clearly marked by the Engineer followed by repair and retesting by the Contractor until the holiday is no longer visible or detectable.

1.10 RECORDS

The Contractor shall maintain an accurate, written record of the quantity of coating material applied and the corresponding surface area covered, a description of the area coated, the batch number, surface temperature, ambient temperature, relative humidity, dew point, and applicator on a daily basis. The Contractor shall furnish a signed copy of said record to the Engineer at the beginning of the next working day. These quantities shall be independently verified by the Engineer and reported on the Engineer's log. The Engineer shall immediately investigate and resolve any discrepancies between these reported quantities.

1.11 WARRANTY

The Contractor and manufacturers shall warrant the coating system applications for a period of five years after final acceptance of the work. The Contractor shall submit an unconditional five-year written warranty for the complete coating system. The Contractor, at no additional cost to the Owner, shall perform all work and supply all equipment and materials associated with the performance of the warranty inspection and repair of failures identified in the warranty inspections described below.

PART 2 -- PRODUCTS

2.01 GENERAL

A. STANDARDIZATION:

Materials and supplies provided shall be the standard products of CSMs. Materials in each coating system shall be the products of a single CSM.

B. SUITABILITY:

The Contractor shall use suitable coating materials as recommended by the manufacturers.

C. COMPATIBILITY:

For any coating system, only compatible materials from a single manufacturer or the manufacturer's approved supplier shall be used, including but not limited to thinners, cleaners, driers and additives. Only one coating system shall be used throughout the duration of the project.

D. COLOR:

For coating materials where there is a choice of standard colors, the Contractor shall submit color samples for selection by the Owner.

E. SUBSTITUTE OR "OR-EQUAL" SUBMITTALS:

The materials specified are products that have demonstrated successful performance in similar wastewater environments. Materials by other manufacturers are acceptable provided that they are established as being compatible with and of equal quality to the coatings specified and selected for use. The Contractor shall provide satisfactory documentation and testing as requested by the Owner from the manufacturer of the proposed substitute or "or-equal" material that said material meets or exceeds the requirements and is equivalent or better than the listed materials in the following properties:

1. Quality.
2. Durability.
3. Resistance to abrasion and physical damage.
4. Life expectancy.
5. Ability to recoat in future.
6. Solids content by volume.
7. Dry film thickness per coat.
8. Compatibility with other coatings.
9. Suitability for the intended service.
10. Resistance to chemical attack.

11. Temperature limitations in service and during application.
12. Ease of application.
13. Ease of repairing damaged areas.
14. Stability of colors.
15. Adhesion of total system as per ASTM D-4541 using a Type II gauge

F. COSTS:

The Contractor shall bear all costs associated with the Owner’s evaluation of proposed substitutions.

2.02 ABRASIVES

The type and size of abrasive shall be selected to produce a surface profile that meets the coating manufacturer's recommendations. All abrasives shall be new, clean, and delivered to the project in unopened, weather resistant containers. Abrasive materials shall not be recycled for further use on this project unless approved by the Engineer.

All abrasives shall meet the requirements of the Nevada Division of Environmental Protection Bureau of Air Pollution Control. At no time will silica sand be allowed on the job site.

All abrasives shall be disposed of in accordance with all County, State, and Federal laws at no cost to the Owner.

2.03 COATING SYSTEMS

One of the following polyurethane coating systems, or approved equals, shall be used to coat the entire interior surfaces of the digester cover, including side skirts

Item	System
Type	100 percent solids elastomeric polyurethane
Manufacturer	Global Eco Technologies, International Paint-Polibrid Coatings, or equal
Surface Preparation	SSPC SP5 White Metal with a 3.5 mil minimum profile
Primer	None required
Topcoat	Endura-Flex EF-1988, Polibrid 705, or equal, @ 60 mils DFT (steel)
Roof Plate/Rafter Joint sealant	Backer rod for 3/8-inch or wider gaps and BASF Masterseal P173 primer and NP1, Sikaflex 2c NS or equal
Total system DFT	60 mils DFT (steel, minimum)

PART 3 -- EXECUTION

3.01 WORKMANSHIP

Skilled craftsmen and experienced supervision shall be used on all work.

All coatings shall be applied under dry and dust-free conditions. Coating shall be done in a workmanlike manner so as to produce an even film of uniform thickness. Edges, corners, crevices, and joints shall receive special attention to ensure that they have been thoroughly cleaned and that they receive an adequate thickness of coating material. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. The hiding shall be so complete that the addition of another coat would not increase the hiding.

3.02 SAMPLING FOR LEAD IN EXISTING COATING

The Contractor shall collect a 2.5 mg coating sample and have it analyzed for lead per EPA Method 6020 at an EPA-certified laboratory. If lead is found in at a concentration greater than 500 mg/kg (ppm) The Contractor shall create a compliance program in accordance with OSHA Regulations 29 CFR 1926.62 for lead exposure in construction.

3.03 PROTECTION OF SURFACES NOT COATED

Remove, mask, or otherwise protect all surfaces not intended to be coated. Provide drop cloths to prevent coating material from falling on, marring, or overspraying adjacent surfaces.

Surfaces not to receive protective coatings shall be protected during surface preparation, cleaning, and coating operations.

The Contractor shall provide and use dehumidification and temperature control equipment during the course of the Work. The Contractor shall be expected to maintain the established production schedule despite these potentially adverse conditions by providing all labor, equipment and materials necessary to maintain a controlled environment in the area where Work is to be performed. The substrate and atmospheric conditions within the controlled environment, with respect to temperature and relative humidity, shall be maintained within the limits established by the manufacturer of the selected coating system to ensure proper application and curing of the coating. If the conditions are not in the specified ranges stated by the manufacturer, the Contractor shall use the following:

Humidity Control – Desiccant or Direct Expansion Refrigeration dehumidification shall be used to control the environment in the space 24 hours a day during blast cleaning, coating application and coating cure. Equipment shall conform to the following requirements:

Equipment – Desiccant dehumidifiers shall be a solid desiccant design having a single rotary desiccant wheel capable of fully automatic continuous operation. No liquid, granular, or loose lithium chloride drying systems will be accepted. The use of direct expansion (DX) refrigeration type dehumidifiers with reheat may be considered if the expected ambient temperature shall remain above 60 degrees F. Heating the space changes relative humidity only and does not change the dew point temperature. Heat alone, therefore, is not a substitute for dehumidification, unless substrate temperature is high enough to meet the dew point differential. The dehumidification system may consist of a combination of desiccant and refrigerant equipment. Dehumidification, if determined necessary by the Engineer, will be paid for using the force account in accordance with Section 355.

Air Changes – Equipment shall be provided that maintains an air change rate for maintaining a required spread of 17 degrees F between inside surface temperature and inside space dew point temperature with a maximum relative humidity of 45% in the space. There shall be 2 to 4 air changes per hour, depending on the air volume of the space to be controlled, to hold the desired degree of cleanliness of the surface.

3.04 SURFACE PREPARATION FOR STEEL SURFACES

The minimum surface preparation shall be as specified in the coating system schedules included at the end of this Section.

The Contractor shall examine all surfaces to be coated, and shall correct all surface defects before application of any coating material. All marred or abraded spots on shop-primed and on factory-finished surfaces shall receive touch-up restoration prior to any coating application.

Damaged or defective coating shall be removed by the specified cleaning method to meet the clean surface requirements prior to recoating.

Surface preparation shall be performed as follows:

1. All oil, grease, debris, welding fluxes and other surface contaminants shall be removed by steam cleaning at 180°F per SSPC-SP 1 prior to blast profiling.
2. All new and existing sharp edges and welds shall be rounded or chamfered and all burrs, surface defects, and weld splatter shall be ground smooth prior to blast cleaning surface preparation profiling per SSPC SP3 and NACE RP0178. Sharp edges shall be rounded to a 1/8-inch radius.
3. After the existing lining is removed the Contractor shall abrasive blast all steel surfaces per SSPC SP5 with a sharp and angular surface profile of 3.5 mils.
4. For every 800 square feet, or less, of steel surface blasted, the surface profile shall be tested with the use of Press-o-Film as manufactured by

Testex, Elcometer 122 Testex Replica Tape, or other RP0287 approved equal, at locations to be determined by the Inspector. The replica tape thickness shall be measured using a dial micrometer manufactured by Testex, Elcometer 124 Thickness Gage, or other ASTM D4417 Type C approved equal. For each test area, one replica tape test shall be performed. For each test area, the three replica tape thickness values shall be recorded and must be within 10% of the coating manufacturer's recommended profile. If the surface profile does not meet the manufacturer's recommended profile, two additional tests will be performed within a 12-inch diameter of the initial test. If the values are not satisfactory, the Contractor shall reblast the affected areas.

5. Prior to using compressed air, quality of air downstream of the separators shall be tested at suitable outlets by blowing the air on clean white blotter for 2 minutes to check for any contamination, oil, or moisture per ASTM D4285.
6. Provide lighting, and manpower to move lighting and scaffolding as determined by the Engineer, to facilitate visual and instrument inspection by the Engineer of each phase of the work and of the completed work. Place as directed to minimize glare and shadows
7. Blast Cleaning (profiling). The type and size of abrasive shall be selected to produce a surface profile that meets the coating manufacturer's recommendation for the particular coating and service conditions. Abrasives for submerged and severe service coating systems shall be clean, hard, sharp cutting crushed slag.
 - a. The abrasive shall not be reused unless otherwise approved by the Engineer. For automated shop blasting systems, clean oil-free abrasives shall be maintained.
 - b. The Contractor shall comply with the applicable federal, state, and local air pollution control regulations for blast cleaning.
 - c. Compressed air for air blast cleaning shall be supplied at adequate pressure from well maintained compressors equipped with oil/moisture separators and air dryers that remove at least 95 percent of the contaminants.

8. Surfaces shall be cleaned prior to painting of all dust and residual particles by dry air blast cleaning, vacuuming, or other approved methods. Testing shall be performed per ISO-8502-3 to verify surface cleanliness. Enclosed areas and other areas where dust settling is a problem shall be vacuum cleaned.
9. Spent abrasive blast media and removed coating materials shall be tested to classify these wastes as hazardous or non-hazardous shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services. At a minimum, the samples shall be tested for total concentrations of the 17 heavy metals identified in Title 22 California Code of Regulations (CCR) § 66261.24 for comparison to TTLC values. The California Waste Extraction Test (WET) shall be performed for each analyte of each sample for which the TTLC exceeds 10 times the TTLC value, if any, as specified in Title 22. Toxic Characteristic Leaching Procedure (TCLP) testing shall be performed for each analyte of each sample for which the total concentration exceeds 20 times the TTLC values, if any, specified in the Federal Resource Conservation and Recovery Act.

3.05 COMPONENT MIXING

Unless otherwise specified herein, the coating manufacturer's printed recommendations and instructions for thinning, mixing and handling its coating materials shall be strictly observed. Prepare multiple component coatings using all of the contents of the container for each component as packaged by the manufacturer. Do not use partial batches. Do not use multiple component products that have exceeded their pot life. Provide four kits for touch-up and small area work. Mix only the components specified and furnished by the manufacturer. Do not intermix additional components for reasons of color or otherwise.

3.06 PROCEDURES FOR APPLICATION OF COATINGS

A. GENERAL:

1. All coating applications shall conform to applicable standards of the OSHA, SSPC, NACE, ASTM, and the manufacturer's printed instructions. Material applied prior to approval of surface by the Engineer shall be removed and reapplied to the satisfaction of the Engineer at the expense of the Contractor.
2. After each component of the coating system has been thoroughly heated, the Contractor shall perform a paint/pump ratio test on the first day of spraying and at least once a day thereafter in the presence of Owner's Coatings Inspector. The Contractor shall set up two see-through containers with preprinted volumetric marks used for the paint/pump ratio test on a flat surface. The hose valve for each component shall be opened

simultaneously and each component flow rate shall be allowed to stabilize by pouring the discharging materials into separate disposable containers. After the flow is stabilized, the hoses shall be transferred to the pre-printed volumetric containers and the valves shall be shut off after one of the containers has been filled to 32 or 48 fluid ounces, depending on the mixing ratio recommended by the manufacturer. If the volumetric quantity of coating in the containers does not match the manufacturer's recommendation, the Contractor shall reduce or increase the pressure and temperature until it meets the specified mixing ratio. No spraying shall be performed until the ratio test result has been accepted by the Inspector.

3. The Contractor shall spray onto a piece of 10'x10' plastic prior to each application. The sample will be retained for the duration of the project. Each sample shall be dated and marked with the batch number of the product used for that application.
4. All gauges on pump shall be in working order prior to start up, if a defective gauge is found, coating operations will not begin until gauge is removed and replaced.
5. Urethane base drum shall be premixed prior to each application. Band heaters used to heat the drums containing the coating materials shall be pre-approved by the coating manufacturer.
6. The Contractor's coating equipment shall be designated for application of the materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps, air dryers and filters to remove water and oils from the air. The Contractor's equipment shall be subject to approval of the Engineer. All gasoline or diesel powered equipment shall be parked over a lined containment area to minimize environmental impacts due to leaks or spills.
7. Remove dust, blast particles, and other debris from blast cleaned or previously coated surfaces by dusting, sweeping, or vacuuming. Allow ventilator fans to clean airborne dust to provide good visibility of working area prior to coating applications.
8. The Contractor shall install a primer and 3/8-inch thick flexible polysulfide sealant in the space between the roof plate and all rafters of the steel roof and at all overlapping roof plate joints . A closed-cell backer rod shall be installed for gaps that are greater than 3/8 of an inch. The sealant shall be applied 24 hours before the application of the coating system. Approved products include BASF Masterseal P173 primer and NP-1 sealant, Sikaflex 2C NS or approved equal. The quantity of materials installed will be paid for using the force account in accordance with Section 355.

9. Apply primer, or the first coating application, within 24 hours after blast cleaning and before any dust, dirt, or foreign matter has accumulated.
10. Stir, strain, and keep coating materials at a uniform consistency during application. Apply each coating evenly, at the specified film thickness, to achieve a finish free of pinholes, drops, brush marks, ridges, waves, sags, runs, and other evidence of poor workmanship. Bolt threads, nuts, edges, corners, crevices, and joints shall receive special attention to ensure thorough surface preparation and adequate thickness of coating material per SSPC PA Guide 11. Prior to the final coating application, stripe coat all edges, corners, joints and other protrusions. Use a different shade or tint on succeeding coating applications to indicate coverage where possible. Finished surfaces shall be free from defects, pinholes, runs, drips, holidays or blemishes. Care shall be exercised to prevent coatings from being splattered onto surfaces that are not to be coated. Surfaces, from which material cannot be removed, shall be recoated, as required, to produce a finish satisfactory to the Engineer.
11. The Contractor shall verify the wet film thickness with a notched gauge in conformance with ASTM D4414. Wet film thickness readings shall be recorded a minimum of every 50 square feet.
12. Where dry film thickness is specified, the “total dry film thickness” (DFT) is considered to be a minimum on flat surfaces, sharp corners, and edges. Apply coating systems to the specified minimum dry-film thickness as measured from above the peaks of the surface profile. The Contractor shall apply additional coats as necessary to achieve the specified total thickness.
13. All coatings shall be applied in a “CROSS HATCH” manner recommended by the manufacturer to achieve a pinhole free barrier, which will be verified by high voltage spark testing.
14. Coating procedures and recoat/topcoat cycles are critical for interior coating application. It is imperative that the coating manufacturer’s recommendations be strictly followed. Any deviation from printed literature must be approved in writing by the manufacturer prior to starting alternate procedures. If minimum/maximum recoat times are not stated in the coating manufacturer’s standard product literature, the Contractor must supply such information to the Engineer, prior to starting of coating application, or supply a written statement from the coating manufacturer that limitations for recoat times do not apply to the coating specified on the project.
15. When overlapping transitions between sections of coating applied on different days, abrasive blast or mechanically abrade an 18-inch wide strip of the previously applied coating, measured from the leading edge, to remove all gloss. Vacuum prior to application of primer and/or fresh topcoat

material feathered at least 12 inches into the abraded area. Avoid application onto glossy or untreated areas of the existing coating.

16. The finished coating application shall be protected from damage during curing and shall be cured as recommended by the manufacturer, prior to returning the affected area to service.
17. Topcoat – Topcoats shall be applied over the prepared substrate in a single application, which may consist of several increments, achieved by multiple passes of the spray gun all applied within the recommended recoat window. Each pass shall be applied in a manner that will produce an even film, control exothermic reaction heat and minimize out-gassing effects. If out-gassing effects are significant, the topcoat may be applied in increments of approximately 20 to 30 mils DFT, allowing the increment to set-up tack free before application of additional increments.
18. Pipe Penetrations - Protective coating systems shall be bonded to all interface points with existing pipe interior at the locations indicated in the Contract Drawings. The pipe shall be cleaned to remove all deposits, grease and other materials that may affect adhesion, in strict accordance with the coating manufacturer's instructions. The Contractor shall submit the coating manufacturer's recommended application instructions for approval by the Engineer.
19. Construction/Expansion Joints – The coating manufacturer's standard details, submitted for approval by the Engineer, shall be used for coating applications over construction and expansion joints.

3.07 CURING OF COATINGS

The Contractor shall provide curing conditions in accordance with the conditions recommended by the coating material manufacturer or by this section, whichever is the highest requirement, prior to placing the completed coating system into service.

Forced air ventilation (heated when necessary) in enclosed areas may be required to fully and properly cure coatings.

Forced air ventilation is required for the application and curing of coatings on the interior surfaces of enclosed structures. Continuously exhaust air during curing periods from the lowest level of the structure using portable ducting. After all interior coating operations are complete, provide a final curing period as required by the manufacturer and continuously operate the forced ventilation system.

3.08 TESTING AND INSPECTION

The inspection devices listed below, or approved equivalents, shall be provided by the Contractor to the Engineer as required in good working condition and with current calibration certificates prior to beginning any work. These items shall remain available until final acceptance of the coating applications per the parameters listed below:

1. Wet film notched gauge meeting ASTM D4414
2. Metallic Surfaces: Magnetic dry film thickness gauge
 - a. Mikrotest Model FM, Elcometer Model 456
3. Pinhole and Holiday Detection: High voltage holiday detectors
 - a. Tinker-Razor Model AP-W/6,000 or D.E. Stearns Model 14/20
4. Pinhole and Holiday Detection: Low voltage holiday detectors
 - a. Tinker & Razor Model M1
 - b. Elcometer 270/4
 - c. or equivalent
5. Psychrometer - Sling, mechanized or digital.
6. Surface Temperature: Magnetic surface temperature gauge.
7. Durometer Hardness: Barber-Colman Barcol Impressor
8. Coating Adhesion Testing: Elcometer Model 106, Defelsko Positest

Scaffolding or ladders to facilitate inspection shall be erected and moved to locations where requested by the Engineer.

Whenever required by the Engineer, the Contractor shall provide additional illumination required for inspections. Adequate illumination shall consist of explosion-proof lights and electrical equipment required to meet safety standards. The Engineer shall determine the level of illumination for inspection purposes.

Surfaces prepared as described in this Specification and per the manufacturer's recommendations shall be observed by the Engineer prior to application of coatings to verify compliance.

During application all coating applications shall be inspected prior to each succeeding application. The procedure for collecting representative thickness data shall be as follows:

1. On ferrous metals, the dry film coating thickness shall be measured in accordance with the SSPC PA 2 with a Level 2 thickness restriction using an ultrasonic thickness dry film thickness gauge. No measurements shall be made until at least 8 hours after application of the coating. A theoretical thickness shall also be calculated from the quantities of materials applied. The instruments shall have the capability of measuring 25% over the specified coating thickness and shall produce an actual reading and shall not be estimated. No measurements shall be made until at least 8 hours after application of the coating.
2. On non-ferrous metals and other substrates, the coating thicknesses shall be measured at the time of application using a wet film gauge.
3. Engineer shall determine where and how often to test for film thicknesses, and as a minimum the requirements of SSPC PA 2 with a Level 2 thickness restriction will be followed.

After the specified coating has met the manufacturer's recommended hardness requirement using the shore durometer, the Contractor shall test the coating application for pinholes and holidays using a high voltage spark tester witnessed by the Engineer. The required test voltage shall be established by using an ultrasonic thickness gauge and in accordance to NACE SP0188. The electrode movement over the coating surface shall be continuous and shall proceed in a systematic manner, which ensures 100 percent coverage of the coating surface. All defects shall be clearly marked by the Engineer followed by repair and retesting by the Contractor.

For surfaces having a total dry film coating thickness exceeding 20 mils, a high voltage holiday detector shall be used. The unit shall be adjusted to operate at the voltage required to cause a spark jump across an air gap equal to twice the specified coating thickness.

Adhesion Testing – The Contractor shall provide three 6-inch by 6-inch steel coupons to be coated in the field at the time of the coating application. Each steel coupon surface shall receive the same preparation as the surface to be coated and shall receive the same coating system as the metallic surfaces. The coating adhesion to the steel substrates shall be tested on the steel plate samples using a Type II or Type V instrument per ASTM D4541 and shall be witnessed by the Owner's Coatings Inspector or Engineer. Elcometer 106, Defelsko Positect, or equal, shall be used to perform the test. All dollies shall be submitted to the Owner at the completion of the testing. The procedure is as follows:

1. The new lining material shall be abraded and wiped with solvent per SSPC SP1 prior to applying the adhesive on the dolly.
2. A minimum of one new 20 mm diameter dolly shall be affixed to the coated surface. Each test sample shall be identified and recorded by Inspector.

3. After the dolly is affixed to the new lining, but prior to conducting the pull-off test, the Inspector shall score around the dolly without disturbing the dolly or bond within the test area. The scoring shall penetrate through the newly applied coating, and abrade the substrate.
4. The adhesive used to attach the dollies to the liner shall be rapid setting with a tensile strength in excess of the coating material and permitted to cure in accordance with the manufacturer's recommendations. Failure of the dolly adhesive shall require re-testing.
5. The Inspector shall record the type of adhesive used, the length of time the adhesive was allowed to cure and the type of failure observed on the dolly.
6. The adhesion values shall be recorded and shall be a minimum of 700 psi for each coupon, or as otherwise approved by the Owner. Adhesion pulls between 600 psi and 700 psi shall be acceptable if the dolly contains 50% of coating. An additional pull test will be required for results less than 600 psi for steel as stated below.
7. If the first adhesion test at each test area does not meet the minimum adhesion criteria, an additional test shall be performed on the coated steel plate sample of the lowest result. If the second adhesion test does not meet the adhesion requirements, an additional location shall be tested on the interior surfaces of the digester cover. The adhesion values of the retests and passing results shall be recorded and shall average a minimum of 700 psi for steel, or as otherwise approved by Owner. If all adhesion tests fail to meet the adhesion requirements, the liner shall be removed and replaced at the Contractor's expense.
8. The Contractor shall repair the coating or lining at the locations of the adhesion tests on the digester cover per the manufacturer's recommendations. The testing dollies shall be retained by the Owner's Coating Inspector or the Engineer at the conclusion of the testing.

At the completion of all coating work, a final inspection shall be conducted. The Contractor, a coating manufacturer representative, the Engineer, and an Owner's representative shall jointly conduct a final inspection to establish all work is complete per the Contract Documents. Any deficiencies found shall be documented and corrected before granting final work acceptance. The Contractor shall use video and still photography to thoroughly document each work area condition during the final inspection. A copy of all photographs and video shall be provided to the Owner, and the Contractor shall keep the originals on file. The photographs and video shall be the basis for condition evaluation of the coating systems at the warranty inspection.

3.09 WARRANTY INSPECTION

Warranty inspections shall be conducted in the last warranty year following work acceptance. All coating applications found deficient or defective during the warranty period shall be repaired or replaced by the Contractor, to the satisfaction of the Owner. These repairs or replacements shall be in accordance with this specification and the material manufacturer's recommendations at no cost to the Owner. Deficient or defective areas in the coatings include blisters, peeling, disbondment or cracking. The final inspection shall be used to assist in determining deficient or defective areas in the coating systems.

The Owner shall establish a date for the inspection and provide 30 days advance notice to the Contractor, so the Contractor and a coating manufacturer's representative can be present during the inspection. The Owner will arrange for and cover the cost of the warranty inspection. The Contractor shall arrange for and cover all costs for repair work under the warranty.

3.10 REPAIRS

If an area is found to have an improper finish, insufficient film thickness or other deficiencies; then the Contractor shall clean, prepare, abrade, de-gloss and topcoat the coating surface per the manufacturer's recommendations to obtain the specified finish and coverage. Work shall be free of runs, bridges, shiners, laps, or other imperfections.

3.10 CLEANUP

Upon completion of the work, all staging, scaffolding, containers and work related material or debris shall be removed from the site to the satisfaction of the Engineer. Coating overspray and oil spots or stains on all surrounding surfaces shall be removed and the job site cleaned. All damage to surfaces resulting from the Contractor's work shall be cleaned, repaired or refinished, to the satisfaction of the Engineer at no cost to the Owner.

All coating pumps, mixing areas, and materials shall be placed in a temporary secondary containment area to contain possible spills. Asphalt, gravel or ground surfaces that are damaged shall be repaired by the Contractor at no additional cost to the Owner.

The Contractor shall provide a letter to the Owner stating that the Digester lining system is fully cured and ready to be placed into service.

Disposal of spent solvents, thinners, coating components and other related materials shall be the Contractor's responsibility and shall meet all City, County, State, and Federal regulations and Section 01351 for safe disposal.

3.11 COATING SCHEDULE

Steel surfaces for interior of anaerobic digester cover, side skirt:

Item	Requirement
System	100 percent solids polyurethane
Surface preparation	SSPC/Sp#5 White Metal
Anchor Profile	3.5 Mils minimum
Application	Heated Plural Component
Primer	None required
Topcoat	Endura-Flex EF-1988, Polibrid 705, or equal
Total system DFT	60 mils minimum on steel
Roof Plate/Rafter Joint sealant	Backer rod for 3/8-inch or wider gaps and BASF Masterseal P173 primer and NP1, Sikaflex 2c NS, or equal

** END OF SECTION **

SECTION 11025

MODIFICATION OF EXISTING EQUIPMENT

PART 1--GENERAL

1.01 SCOPE:

A. GENERAL:

This section specifies work to be completed in the recoating of the metallic surfaces associated with the interior surface of the Digest 5 cover.

1.02 SUBMITTALS

Submittals shall be provided in accordance with Section 100.31 (Attached to Special Conditions and Specifications), and specific technical specification sections.

PART 2--DELETED

PART 3--EXECUTION

3.01 GENERAL

The Contractor shall schedule the work under this section to provide the least possible interference to the plant operation.

3.02 DIGESTER 5 RECOATING OF INTERIOR DIGESTER COVER

The existing cover is a 90 foot-diameter fixed steel cover installed in 1986. The digester is currently out of service, empty and clean. A detailed design and shop drawing showing the cover are provided in the contract drawings for reference.

When installed, the cover and skirt were specified to receive a protective coating of 10 to 12 mil thickness of Sikagard 62 epoxy. According to information provided from an inspection of the interior of Digester 5 performed in 2006, the installed coating may have been coal tar epoxy. The existing coating is damaged or missing in many areas of the cover and skirt. Photographs taken during an inspection on November 7, 2006 of the cover, skirt and coating are provided on the Drawings.

The interior of the digester cover, including the interior surface of the skirt and all metallic surfaces associated with the cover, cover supports and attachments shall be cleaned and coated as specified in Section 09800.

****END OF SECTION****

Forms

(to be used following award of bid)

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



PROJECT TITLE

BID # _____

PWP# _____

THIS CONTRACT made and entered into on this ____ day of MONTH, 20____, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **CONTRACTOR**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

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

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

2. Payment for Project Services

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

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



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

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

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

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

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within _____ days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

4. No Unlawful Discrimination:

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Contractor shall constitute a material breach of contract.



In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

5. No Illegal Harassment:

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Contractor, its officers, employees, agents, vendors, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of contract.

6. Lawful Performance:

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

7. Preferences (This Section IS IS NOT Applicable to this contract):

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

- 1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- 2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
- 3. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any



requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

8. Prevailing Wages

A. The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects." The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. A copy of the rates are attached hereto and included herein. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

When federal money is associated with the project making the Contract subject to both state and federal wage rates, the Contractor shall not pay less than the higher rate when the two rates differ for similar kinds of labor.

Questions involving the Prevailing Wage Rates for the City of Sparks should be referred to the Labor Commissioner, State of Nevada, at (775) 687-4850.

B. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.

C. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.

D. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:

- (1) The name of the worker;
- (2) The occupation of the worker;



- (3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (4) The actual per diem, wages and benefits paid to the worker.

In addition, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

E. The records in Section D above must be open at all reasonable hours to the inspection of the City of Sparks, and its officers and agents. A copy of the each record for each calendar Month for the General Contractor and all Sub-Contractors must be submitted to the City of Sparks no later than 15 days after the end of each month for the previous months' wages.

9. Acceptance by the City:

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

10. Waiver:

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

11. Notices:

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

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

CONTRACTOR:

12. Arbitration:

Any and all disputes, controversies or claims arising under or in connection with this Contract, including



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

13. Jurisdiction and Venue:

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

14. Indemnification:

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

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.



In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

15. Licenses and Permits:

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All Contractors, Sub-Contractors and Suppliers doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

16. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms



specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications,

Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
	General Liability	\$1,000,000	✓	✓	✓
	Automobile Liability	\$1,000,000	✓	✓	
	Workers' Compensation	Statutory	✓		✓
	Employer's Liability	\$1,000,000	✓		
	Professional Liability	\$1,000,000	✓		
	Pollution Legal Liability	\$1,000,000	✓		

Commercial General Liability

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

- \$1,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 12/04 or substitute form providing equivalent coverage.



Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Primary and Non-Contributory

Contractor's insurance coverage shall be primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

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

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or a substitute form providing equivalent coverage for products and completed operations.

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/01, CA 00 05, CA 00 12 or substitute form providing equivalent coverage for Automobile Liability Symbol 1 for "Any Auto". If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned,



occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 02/99 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/01.

Workers' Compensation and Employer's Liability

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

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

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

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 04/92 or substitute form providing equivalent coverage.

Waiver of Subrogation Endorsement

Contractor and its insurer agree to waive their rights of subrogation for any payments made under this coverage. A policy endorsement at least as broad as the unmodified NCCI Waiver of Our Right to Recover From Others endorsement WC 00 03 13 04/84 or a substitute form providing equivalent coverage is required



waiving the insurer's right to recover payments from the City.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

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

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

ALL COVERAGES

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for nonpayment of premium.

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

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



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

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.

- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance



-
- with the requirements hereof; or,
c. Terminate the Agreement.

17. Liquidated Damages:

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

18. Material Breach of Contract:

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

19. Force Majeure:

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

20. Termination:

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

21. Assignment:

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

22. Entire Contract:

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

23. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this



Contract which will remain in full force and effect.

24. Headings:

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

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

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

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

26. Execution:

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

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

(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Geno R. Martini, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

Teresa Gardner, City Clerk

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **(CONTRACTOR NAME)** hereinafter designated as the "Principal" a contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT TITLE** and

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

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **(WRITTEN COST)** 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 bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Sparks in the State of Nevada, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

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

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

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

Principal

By _____

Surety
By _____

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

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTOR**, hereinafter designated as the “Principal” a Contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT TITLE** and

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

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTEN AMOUNT** 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.

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

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

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

Principal

By _____

Surety
By _____