

BID FOR
4TH STREET SEWER REHABILITATION

BID # 13/14-019

PWP # WA-2014-165

BIDS DUE NOT LATER THAN: 1:45 PM ON APRIL 30, 2014

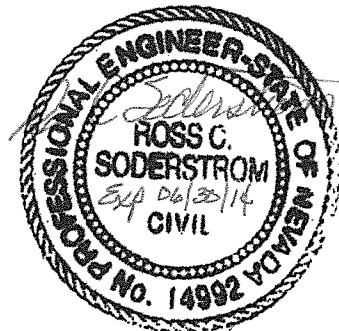
PUBLIC BID OPENING: 2:00 PM ON APRIL 30, 2014

[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
4TH STREET SEWER REHABILITATION
BID #13/14-019 / PWP #WA-2014-165**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, NO LATER THAN **1:45 PM ON APRIL 30, 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 APRIL 30, 2014**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: Rehabilitation of the 4th Street Sanitary Sewer extending 2,450 ft in 4th St. and through Poulakidas Park, Lincoln Park Elementary School site and residential neighborhoods to Stanford Way, Sparks, NV, including: manhole removal and replacement; replacement of 12 inch sewer; sewer pipe cleaning; installation of cured in place pipe; water main stabilization and service lateral relocations; sewer lateral installations; asphalt pavement removal and replacement; and other work for a complete sanitary sewer rehabilitation.

PRE-BID MEETING: A **NON-MANDATORY** pre-bid meeting will be held at 8:30AM on April 17, 2014. Interested contractors should meet at the corner of 4th Street and Wright Way, behind Sparks City Hall, 431 Prater Way, Sparks, NV 89431.

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: April 9, 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
BID ITEM SCHEDULE**

BID TITLE: 4th Street Sewer Rehabilitation

BID # 13/14-019 **PWP#:** WA-2014-165

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.

An authorized representative of the Contractor shall sign this form in space provided. An unsigned bid may be disqualified.

Bidder Name: _____ Signature: _____

Item No.	Quantity	Units	Description	Unit Price (in numerals)	Total Price (in numerals)
1	1	LS	Mobilization and Demobilization, complete-in-place, per lump sum.	\$ _____ /LS	\$ _____
2	1	LS	Provide and operate by-pass pumping system, complete-in-place, per lump sum.	\$ _____ /LS	\$ _____
3	1	LS	Provide and operate traffic control, complete-in-place, per lump sum.	\$ _____ /LS	\$ _____
4	1	LS	Provide and perform CCTV inspection of sewer mains, complete-in-place, per lump sum.	\$ _____ /LS	\$ _____
5	4	HR	Perform tree root mitigation, complete-in-place, per hour. (Contingent item)	\$ _____ /HR	\$ _____
6	4	HR	Perform heavy mechanical pipe cleaning, complete-in-place, per hour. (Contingent item)	\$ _____ /HR	\$ _____
7	2,383	LF	Provide and Install 12 inch CIPP sewer liner, complete-in-place, per linear foot.	\$ _____ /LF	\$ _____
8	13	LF	Remove and replace 12 inch SDR-35 PVC sewer, complete-in-place, per linear foot.	\$ _____ /LF	\$ _____
9	8	EA	Remove and replace Type I manhole, with disposal, complete-in-place, per each.	\$ _____ /EA	\$ _____
10	2	EA	Abandon SSMH, complete-in-place, per each.	\$ _____ /EA	\$ _____
11	7	EA	Install 4 inch active sewer service lateral, complete-in-place, per each. (Contingent item)	\$ _____ /EA	\$ _____
12	1	EA	Install 6 inch active sewer service lateral, complete-in-place, per each. (Contingent item)	\$ _____ /EA	\$ _____
13	4	EA	Install "top hat" sewer service lateral, complete-in-place, per each. (Contingent item)	\$ _____ /EA	\$ _____
14	200	SF	Install permanent A/C patch, behind Driveways, complete-in-place, per square foot. (Contingent item)	\$ _____ /SF	\$ _____
15	1,000	SF	Remove and replace permanent A/C patch, in-Streets, complete-in-place, per square foot. (Contingent item)	\$ _____ /SF	\$ _____

BID ITEM SCHEDULE - CONTINUED

4th Street Sewer Rehabilitation – Continued:

Item No.	Quantity	Units	Description	Unit Price (in numerals)	Total Price (in numerals)
16	8	EA	Protect and adjust manhole frame and cover to finish grade, complete-in-place, per each.	\$ _____ /EA	\$ _____
17	FA	FA	Force Account – Work as Authorized by the City Project Coordinator / Engineer (CONTINGENT ITEM).	\$25,000	<u>\$25,000.00</u>

Total Base Bid Price \$ _____

(Written Amount) _____

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 **4th Street Sewer Rehabilitation, Bid # 13/14-019**, 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 _____

Local Preference Affidavit

NEW Instructions: This form is required to receive a preference in bidding on projects exceeding \$250,000. This form must be submitted no later than two (2) hours following the opening of bids, only if the bidder wishes for their preferential status(established by their current Certificate of Eligibility) to be considered in the evaluation of bids. A copy of the bidder’s Certificate of Eligibility must be submitted at the time the contractor submits their bid.

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **4th Street Sewer Rehabilitation (Bid #13/14-019)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of workers employed on the public work possess a Nevada driver’s license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

These requirements are not applicable to Contractors who do not use the “Bidder’s Preference” eligibility certificate in their bid or do not receive an advantage in ranking of bids due to their preference status.

By: _____ Title: _____

Signature: _____ Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ (name of person making statement).

State of _____)

)ss.

County of _____)

Notary Signature STAMP AND SEAL

CITY OF SPARKS, NEVADA – 5% Bid Bond

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **13/14-019**, PWP # **WA-2014-165**, for the **4th Street Sewer Rehabilitation**.

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 **4th Street Sewer Rehabilitation**, 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.)):

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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	✓		
No	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.

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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 PROVISIONS
4TH STREET SEWER REHABILITATION
Bid Number 13/14-019 / PWP# WA-2014-165

These Special Provisions supplement and modify the Standard Specifications for Public Works Construction, latest edition, as adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the City General Conditions, contract forms, plans, technical specifications and these Special Provisions (all contained within this bid document). (revised: Feb.7, 2012)

Provisions for Civil, Utility and Site Work

- A. Project Specific Conditions
- B. Project Organization and Performance
- C. Preliminary and General Matters

A. PROJECT SPECIFIC CONDITIONS

1. Project Owner, Scope of Work and Location:

Project Owner: The City of Sparks is the Project Owner acting through the Sparks Community Services Department.

Scope of Work: Rehabilitation of the 4th Street Sanitary Sewer extending 2,450 ft in 4th St. and through Poulakidas Park, Lincoln Park Elementary School site and residential neighborhoods to Stanford Way, Sparks, NV, including: manhole removal and replacement; replacement of 12 inch sewer pipe; sewer pipe cleaning; installation of cured-in-place pipe; water main stabilization and service lateral relocations; sewer lateral installations; asphalt pavement removal and replacement; and other work for a complete sanitary sewer rehabilitation.

Project Location: 4th Street from Prater Way to Poulakidas Park; across Poulakidas Park, across the grounds of Lincoln Park Elementary School, and through residential side yards to Stanford Way, Sparks, Nevada. The sewer main and sewer service laterals lie in City of Sparks Rights-of-Way of these streets and easements through private properties.

2. City Project Manager and Design Consultants:

Questions and inquiries regarding the project should be addressed to:

Sparks Community Services Department: Attn. Ross Soderstrom, PE, Sr. Civil Engineer, Sparks City Hall, 431 Prater Way, Sparks, NV 89431.

Office: (775) 353-2212; FAX (775) 353-1635; email: rsoderstrom@cityofsparks.us.

In the absence of the project manager, contact:

Andy Echeita, Capital Projects Coordinator, at 775-353-2201 or aecheita@cityofsparks.us or
Andy Hummel, PE, Utility Manager, at 775-353-2375 or ahummel@cityofsparks.us.

3. Pre-Bid Meeting:

The non-mandatory Pre-bid meeting will be held at the intersection of 4th St x Wright Way, behind Sparks City Hall, Sparks, Nevada on Thursday, April 17, 2014, at 8:30 AM. Questions presented during the pre-proposal meeting will be collected and answered by written addendum after the pre-bid meeting.

4. Method of Determining Lowest Bid:

For this contract, the lowest bid will be determined by the lowest Total Bid for the work in the base bid item(s), including force account.

5. City Council Consideration and Award of Contract

The Sparks City Council may consider and award the contract for the 4th Street Sewer Rehabilitation project during the City Council meeting of Tuesday, May 27, 2014.

6. Contract Working/Calendar Days:

The work to be performed under this contract shall be commenced after all executed Contract Documents have been submitted to the City Purchasing Manager and within five (5) calendar days of the commencement date set forth in the Notice to Proceed.

To coordinate with the summer recess of the elementary school and to permit TMWA to complete water main relocations, the Contractor shall not enter the grounds of Lincoln Park Elementary School nor cut any pavement prior to Monday, June 16, 2014. The Right-of-Entry permit between the City and the School District allows entry on the grounds of the elementary school beginning on Monday, June 16, 2014. The last day of the classes at the elementary school is Friday, June 13, 2014.

The work, including any and all alternates and options, shall be completed within sixty (60) working/calendar days after the commencement date set forth in the Notice to Proceed.

7. 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, TWO HUNDRED DOLLARS (\$200.00) for each and every working/calendar day 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.

8. Traffic Control for this Project: (See "Traffic Control Plans" in Division B for requirements of traffic control plans.) 4th-Street may only be closed to through traffic.

9. Site Access, Parking and Staging:

A. The Contractor will provide portable sanitation facilities for the use of his personnel.

10. Water Main Stabilization and /or Replacement:

Truckee Meadows Water Authority will relocate and adjust existing water mains in the area of SSMH #5 (Sta "B" 23+68.4) and SSM #6 (Sta "B" 25+63.3) to provide clearances from the sanitary sewer manholes. This work will be completed by TMWA prior to the Contractor beginning work.

As part of the work bid for replacement of manholes and sewer service laterals in this project, the Contractor will stabilize or replace sections of existing water mains where the bedding is disturbed or

the water main is susceptible to damage due to the manhole replacement or lateral installation work. A TMWA inspector will be present on-site to determine whether a water main requires stabilization or replacement at each location where the water main bedding is disturbed or the main is uncovered. TMWA will provide the pipe materials for section replacements in water mains. The Contractor will be responsible to pick-up the materials from TMWA or its local supplier, deliver the materials to the site and replace the indicated sections of water main. In the event that bedding / backfill stabilization is required, the Contractor will provide and place low strength concrete bedding mix, i.e. "Flow fill", to complete the stabilization work identified by the TMWA Inspector. This work shall be incidental to the other work in the project.

11. Traffic Detection Loops at Intersection of Prater Way x 4th St.:

This intersection contains traffic detection loops in the pavement in each lane entering the intersection. In order to trench-in the pumped by-pass sewage line, the Contractor may elect to cross the intersection and/ or the existing traffic detection loops. In the event that any traffic detection loops are damaged, the Contractor will be responsible to replace all traffic detection loops affected in the performance of his work. The Contractor will be responsible to properly patch the pavement trench cut used to contain the by-pass sewage line. This work will be incidental to the by-pass pumping bid item.

The Contractor shall call for underground utility locations (USA Dig) in the area of the construction prior to cutting pavement or digging. The Contractor and City Inspector will verify the location and number of traffic loops which may be impacted by the work.

Specifications for the City of Sparks Traffic Signal Equipment are included in this bid book.

12. Estimated Sewage Flows and By-Pass Pumping:

The sewage flows provided in the drawings are estimates of the average daily flows, however the actual flows may vary significantly from these estimated values. It is the responsibility of the Contractor to field verify the actual flows encountered at each location intended for by-pass pumping and to adjust the by-pass pumping equipment and set-up accordingly prior to submittal of his by-pass pumping plan.

The following criteria shall apply to all by-pass pumping:

- Contractor shall submit bypass pumping plan prior to beginning work and shall assume all responsibility for bypass pumping operation.
- Bypass piping shall be approved for this use. Piping shall be protected from damage and vandalism.
- Bypass pumping systems shall be 100% redundant, and shall use a minimum of two (2) pumps to provide said redundancy. If separate power sources are used, a minimum of two (2) sources capable of providing full power shall be available at all times.
- Pumping systems shall be sound attenuated. Odor control will be as required.
- Bypass pumping systems shall be monitored while in operation.

B. PROJECT ORGANIZATION AND PERFORMANCE

1. Project Administration:

The project shall be administered in accordance with the procedures of: the Standard Specifications for Public Works Construction (Orange Book/ SSPWC), current edition, as adopted by the City of

Sparks; the City of Sparks Municipal Code; the Nevada Administrative Code (NAC); and the Nevada Revised Statutes (NRS).

2. Standard Specifications and Details:

All materials furnished and work performed shall be done in accordance with the latest edition of:

- A. The Standard Specifications for Public Works Construction (hereinafter designated “Standard Specifications”), and any revisions thereto if not covered or amended by the Special Technical Provisions; and
- B. The Standard Details for Public Works Construction (hereinafter designated “Standard Details”), except as modified by the drawings.

3. Preconstruction Conference:

After the execution of the contract and prior to the commencement of any work, a preconstruction conference between the Contractor and the City Project Manager and Inspector will be held at a mutually acceptable time and place.

4. Pre- & Post-Construction Site Reviews:

The Contractor, Inspector, and/or Project Coordinator shall conduct a pre- and post- construction site review. This shall be done to determine limits of construction and existing conditions at each site and the surrounding area(s) prior to the Contractor’s activities and to ensure restoration of the site(s) upon completion of the Contractor’s activities.

The Contractor will be required to video tape the entire project site prior to any construction including all effected properties and staging locations. This tape will be in a VHS or DVD format and a copy of the tape will be provided to the City Inspector or Project Coordinator. Areas near the property lines, back of sidewalk and driveways, landscaping, mow strips, fences and edging should be filmed in great detail to avoid any damage or disputes with property owners. The Contractor will be required to replace and/ or repair all areas that are damaged by his construction activities. Areas that are in question or concern should be noted on the video and the Contractor should notify the Project Coordinator or Inspector of their existence.

5. Materials Submittals and Coordination:

Submittals for the following items shall be provided to the Project Coordinator before or at the time of the preconstruction meeting. Testing and certification of paving materials and geotechnical mixtures shall have been performed within the previous 12 months. Technical data sheets testing certifications for other materials shall be the most recent published and correspond to the materials proposed for the project. Three (3) copies of each submittal should be provided to the City.

Paving and Geotechnical Materials:

- Aggregate Base(s), aggregates of all types
- Asphalt Mix Designs
- Concrete Mix Designs
- Concrete curing compound
- Expansion Material

Other Materials:

- Pipes
- Cured-in-Place-Pipe: resin and liner materials
- Fittings and connectors
- Manhole frames and covers

- Repair cement or mortar for sewer manholes
- Traffic loop detector wire and conduits

6. Traffic Control Plans:

All traffic control shall conform to the latest editions of the NDOT Work Zone Traffic Control Handbook and the Manual on Uniform Traffic Control Devices (MUTCD) and as directed by the City of Sparks Engineering Division.

The Contractor shall designate a Traffic Control Supervisor (TCS), certified by the American Traffic Safety Services Association (ATSSA), who shall be responsible for planning, initiating, installing and maintaining all traffic control devices, as shown on the traffic control plan, as specified in the MUTCD and these specifications. The designated construction TCS shall be available to be contacted twenty-four (24) hours a day, seven (7) days a week, for the life of this Contract.

The traffic control plan shall scaled such that all proposed signage and traffic control for all streets in the entire unit can be seen on one full size (24"x 36") plan sheet. The CONTRACTOR shall submit two (2) copies of proposed traffic control plan to the Project Coordinator for review and comments five (5) working days prior to the pre-construction meeting. The proposed traffic control plan shall be prepared and signed by a certified TCS, retained by the CONTRACTOR.

The CONTRACTOR's traffic control plans shall include, but not be limited to, the following:

- Proposed construction zone and existing speed limits
- All construction signing
- Message board locations
- Location of flaggers
- Types and locations of traffic control devices
- Temporary lane striping
- Construction phasing
- Lane crossovers between construction phases
- Method for maintaining traffic signal functions
- Special events accommodations
- Detours
- Accommodations for pedestrian, bicycle, and transit facilities

If, during construction, revisions to the accepted plan are necessary for safety or to accommodation traffic conditions, these changes must also be prepared by the ATSSA certified, Traffic Control Supervisor.

The Project Coordinator may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the CONTRACTOR. During such a suspension, the CONTRACTOR shall make passable and shall open to traffic such portions of the project under improvement and such temporary roadways or portions thereof as may be agreed upon between the CONTRACTOR and the City of Sparks Project Coordinator for the accommodation of necessary traffic during the period of suspension. The maintenance of the temporary route, replacement or renewal of any work or materials lost or damaged, removal of any work or materials and temporary maintenance shall be at the expense of the CONTRACTOR.

During non-working hours any hazardous section of the work shall be outlined with markers and flares. If deemed necessary by the Project Coordinator, barricades shall be erected to protect public traffic or he may direct the CONTRACTOR to furnish flagger(s) and pilot cars. Such markers, flares, barricades, flagging or piloting shall be at the expense of the CONTRACTOR.

When the CONTRACTOR's hauling equipment is required to merge with a cross traffic and at such other points which may be necessary to maintain safe traffic conditions, flaggers shall be provided to each side of the impairment to stop and direct traffic.

In case of damage to detours due to storms or other causes, the CONTRACTOR shall at once repair the damage, provide other detours or provide for carrying traffic through construction operations. Water shall be applied at points and in amounts as directed by the Project Coordinator, to keep the roadbed firm, smooth, stable and to reduce the dust hazard to a minimum.

Construction Zone Signs shall be placed on all cross streets where traffic is to be maintained. They shall be placed a sufficient distance from the construction to give motorist's adequate warning of the construction. None of the provisions herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work, which will not interfere with the use of existing streets.

All flagging, piloting, signs, barricades, maintenance of work, streets, structures, detours, temporary approaches, replacement or renewal of work, water applied for these items or for dust control, shall not be paid for directly, but shall be included in various pay items of the proposal and the CONTRACTOR shall not be paid an additional amount for such work. When so ordered by the Project Coordinator, detours shall be surfaced and the materials needed shall be paid for by the cubic yard or ton as set forth in the pay items of the proposal.

Flagger(s) will be required if the Project Coordinator or the Inspector believes it is needed due to current activity or traffic safety. Failure on the part of the CONTRACTOR to comply with Flagger requirements will result in an immediate shut down of all construction activity. Work will resume when the flagger requirement has been satisfied.

7. Contractor's Project Supervision:

The CONTRACTOR will provide a project manager for this project who is available during work day hours. The CONTRACTOR will also provide a superintendent or designate a foreman to provide supervision and coordination of crews, including crews of subcontractors, which are working on site. Supervision of several crews by one foreman will be permitted. The superintendent may also act as the supervisor of the crews however the superintendent must remain on the job at all times during working hours when working in this duty. A "Working Foreman" will not be permitted to supervise daily activities; subcontractors are also subject to this requirement.

8. Cooperation with Other Contractors:

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

9. 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.

10. Protection of Existing Utilities:

The locations of existing utilities and drain lines shown on the plans are not guaranteed, but indicate generally their locations according to the best knowledge of the Project Coordinator. The CONTRACTOR shall notify Underground Services Alert (USA Dig) at 1-800-227-2600, and NV Energy, Truckee Meadows Water Authority (TMWA), AT&T, Charter Communications and other cable companies not less than five (5) working days prior to the start of construction to verify the location and depths of utilities.

The CONTRACTOR shall take inventory of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utility structures. Any damage caused by operations 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 company for any replacement hardware.

The CONTRACTOR shall submit the utility inventory to the Project Coordinator and the utility companies upon the completion of utility lowering activities. The CONTRACTOR shall also keep a copy of the utility location inventory list on the project work site at all times for emergency shutoff purposes.

It shall be the CONTRACTOR's responsibility to adjust all surface mounted utility appurtenances, such as manholes, survey monument covers and valve boxes to grade consistent with the respective restored street surface or finished surface / elevation shown in the plans.

11. Surveying, Testing and System Verification:

The City will not provide construction surveying for the project. The CONTRACTOR should exercise extra care around stakes, PK nails and any reference points. Any re-staking that is required due to damage caused by the CONTRACTOR will be at the expense of the CONTRACTOR.

Compaction testing, asphalt and concrete testing will be provided by the City. 24-hour notice must be given by the CONTRACTOR to the Project Coordinator or Inspector prior to any testing. Three (3) copies of aggregate base, concrete and asphalt submittals will be required for approval prior to any installation.

System testing and verification will be performed by the CONTRACTOR as stated in the project specifications and witnessed by a designated employee of the City of Sparks. The CONTRACTOR will provide 48 hours (working days) notice to the City Project Engineer / Coordinator or Inspector prior to any system testing which is to be witnessed by a City representative.

12. Concrete Flatwork Repairs:

The Contractor will replace any sidewalk, curb, gutter, and/or curb and gutter stones cracked, cut, chipped, disturbed, tilted, rotated, or otherwise damaged in the judgment of the City during construction of this project, in full section, from joint to joint, within 48 hours upon completion of backfill operations at no additional cost to the City.

13. Measurement for Payment:

Whenever possible, the actual quantities installed or work performed on any project shall be measured on the site of the work by a crew composed of both the CONTRACTOR and the Project Coordinator or Inspector. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the City shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the Project Coordinator or Inspector

participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the City Project Coordinator or Inspector.

14. Record Documents:

The CONTRACTOR shall maintain, in a safe place at the job site, one (1) 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. The record drawings shall be kept current and made available to the Project Manager / Coordinator 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 Manager. The City will not release CONTRACTOR's retention moneys until the Record Drawings have been received and reviewed by the City Project Manager / Coordinator.

15. Clean-up and Dust Control:

It shall be the CONTRACTOR's responsibility to provide cleanup and dust control throughout all phases of construction, including suspension of work, and until final acceptance of the project. The CONTRACTOR shall keep the work site and other adjacent areas clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. A power broom will not be an acceptable means of cleaning the site unless used in conjunction with water to prevent dust from the power broom operation. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods. All water used for dust control must be from a potable water source.

All construction procedures shall conform to WCDHD-AQMD standards.

Excess excavated material from trenches, manholes, catch basins or similar structures in public streets shall be removed from the site immediately. At no time will the CONTRACTOR be allowed to store debris or materials on the street overnight. All asphalt, concrete, soil and aggregate base will be hauled off at the conclusion of each working day. Materials for installation of Drop Inlets (Pipe, boxes frame and cover) will be allowed to be stored onsite with the approval of the Project Coordinator or Inspector. Sufficient material may remain for use as backfill, but shall not remain during non-working hours. Forms and form lumber shall be removed from the site as soon as practical after stripping. No screening of excavated material will be allowed in the street. The CONTRACTOR shall remove all trash from the site in a timely manner. At no time shall the CONTRACTOR permit disposal of trash in any excavation.

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

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

Failure of the CONTRACTOR to comply with the 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.

16. 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.

17. Project Close-out:

Before retention moneys will be released to the CONTRACTOR, the following items must be completed by the CONTRACTOR:

A. Record Plans: The CONTRACTOR will prepare and maintain red-lined plans as the work progresses noting changes, additions and deletions to the construction plans. The CONTRACTOR will submit clearly annotated, red-lined plans as a record of the work completed and annotate other observed buried or hidden conditions to the City Project Manager / Coordinator.

B. Testing Reports and Surveys: The Contractor will provide a copy of all required testing reports and surveys to the City Project Manager / Coordinator.

C. Permits and Inspections of Other Agencies: The CONTRACTOR will provide a copy of the completed/ finalized permits, completion or closure letters, etc. filed with or by other agencies having jurisdiction over portions of the work (e.g. Utility Companies; County, State & Federal agencies).

C. PRELIMINARY AND GENERAL MATTERS

1. 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. He 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.

2. Errors, Omissions and Conflicts in Project Conditions, Specifications and Requirements:

In the event of conflict within the several sections of the bid documents and /or between the written text and plans that make up these bid documents, the more stringent or more expensive condition, specification, requirement, material, installation, etc. will be the item to be bid and installed by the Bidder.

The Bidder / CONTRACTOR will immediately notify the City Project Manager /Coordinator in writing for clarification of any errors, omissions, or conflicts in or between the conditions, specifications, terms, requirements, plans or other parts of the contract documents.

Questions presented during the pre-proposal meeting will be collected and answered by written addendum after the pre-bid / pre-proposal meeting.

3. Working Day; Work Hours; Saturday, Sunday, Holiday and Overtime Work:

The CONTRACTOR's normal working hours shall be from 7:00 A.M. until 7:00 P.M., Monday through Saturday. The CONTRACTOR shall not perform any contract work on Sunday, City-recognized holidays or outside of the twelve (12) hours available during a regular working day except as directed and/or

approved by the City Engineer. The CONTRACTOR shall not commence construction operations before seven o'clock (7:00 A.M. Pacific Time) any working day, unless required by these special provisions, or approved / directed by the City Engineer.

If the CONTRACTOR plans to perform work outside of the twelve (12) hours available during a regular working day, the CONTRACTOR shall first obtain approval from the City Engineer at least twenty-four (24) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Sunday, he shall obtain approval by the Thursday prior to the Sunday for which the work is planned. If the CONTRACTOR plans to perform work on a City-recognized holiday, he shall first obtain approval from the City Engineer at least 48 hours in advance of the beginning of said holiday or holiday weekend.

The CONTRACTOR shall be charged for all City of Sparks' employee(s) time spent for overtime, Saturday, Sunday or Holiday work, based on the employee's hourly pay rate plus benefits. The CONTRACTOR shall 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.

Emergency work necessitated by the CONTRACTOR's performance of the contracted work will be performed by the CONTRACTOR at any time and on any day to protect the project work, correct any hazardous condition caused by the work or to protect the work site.

Annual Holidays: The annual holidays recognized by the City of Sparks are:

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

or any day that may be designated by the President of the United States or by the Governor of Nevada as a legal holiday. When a recognized holiday falls on a Saturday, the holiday shall be observed on the Friday immediately preceding the actual holiday and when a holiday falls on a Sunday, the holiday shall be observed on the Monday immediately following the actual holiday.

4. Authority of the Project Manager /Coordinator and the Inspector:

All work shall be done under the supervision of the Project Manager / 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 Engineer/Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Community Services Director.

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 City Project Engineer.

5. Notice to Proceed:

Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated Contract (working or calendar) Days.

6. 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 Engineer / Coordinator in writing of the causes of delay. The Project Engineer's / Coordinator's findings of the facts thereon shall be final and conclusive.

7. 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 that result in decreases and/or increases of quantities and/or dollar amount changes in accordance with the "Standard Specifications".

8. Force Account:

This Item Shall Be Identified As a Contingent Item. The use of this contingent item will be as directed by the City Project Engineer/ Coordinator subject to approval of the Community Services Director. The quantity of the above contingent item of work, as set forth on the bid schedule, represents 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/~~quote~~-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 when 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 containing materials or other hazardous materials; 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 City Project Manager, subject to approval of the Community Services Director.

9. Contract Amount:

The quantities of work and material, including optional, alternate and repair items, in the bid item/~~quote~~-schedule are nominal values to quantify the scale of the project and provide a basis of comparison of the bids/~~quotes~~. The work completed under this contract shall be verified by measurement of the actual quantities of work completed in a satisfactory manner including the: plan quantities; various quantities of optional and alternate items; and the various quantities of repair items actually completed. Quantities of repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary the quantities as may be necessary for the needs of the City.

The total amount payable under this contract will be the sum of the work actually completed and materials actually furnished at the respective unit prices of each work and material item stated by the CONTRACTOR in the schedule of prices contained in his proposal. (revised: March, 2014)

BID ITEM CLARIFICATIONS
4th STREET SEWER REHABILITATION
Bid #13/14-019 / PWP #WA-2014-165

Technical Specifications are per the Standard Specifications for Public Works Construction (Orange Book), latest edition. Also see the Special Provisions for additional information regarding coordination and the work in this project.

Item 1 – Mobilization and Demobilization

This item shall include all labor, equipment, materials, services and other incidentals necessary for mobilization/demobilization, set up, site clean-up, dust control, testing, obtaining all required insurance, bonds, permits, and other miscellaneous fees as set forth in these plans and specifications.

Payment for mobilization will be on a lump sum basis with an initial amount of 50% at time of mobilization followed by 50% upon project completion.

Item 2 - Provide By-pass Pumping

This item shall include all labor, equipment, materials, services and other incidentals necessary to setup, operate, teardown, and remove the bypass pumping system. The bypass pumping shall use noise suppressed equipment through the course of construction. If any sewage comes out of the bypass system it shall be sanitized and cleaned up accordingly. A person shall be available to operate and service the bypass system at all times while running. Item includes back up pumps and power supplies for the system. Any problems within the system shall be fixed immediately.

Payment for this item will be made as 30% upon mobilization and the remainder prorated with the work completed for bypass setup, operation, teardown, and removal, completed and accepted including labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 3 – Traffic Control

This item shall include all labor, equipment, materials and other incidentals necessary to provide traffic control in accordance with the plans and specifications. Work shall include, but not be limited to, preparation and distribution of plans, notices and reports, in addition to the setup, removal and maintenance of all barricades, signs, channeling devices, barrels, cones, flag persons, detours, pilot cars, arrow boards, pedestrian fencing, barrier rail, trench plates, message boards, temporary striping, temporary paving, temporary and permanent striping, aggregate base, plant mix bituminous ramps, and incidentals necessary to provide all traffic control throughout the duration of the project. Traffic control shall be performed according to the City of Sparks standards and MUTCD.

There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule. Payment for this item of work will be prorated based upon the percentage of work completed.

Item 4 - CCTV Inspection

This item includes all labor, equipment, materials, services and incidentals required for the inspection using CCTV of the sewer line network post-construction. These videos are intended for use as indisputable evidence in ascertaining the extent of any damage that which may occur during construction. A copy of the video shall be delivered to the engineer and to the City within five days following each set of videos being taken. The location and direction of the video shall be easily navigated and indisputable with text and/or audio.

Payment for this item will be prorated upon the linear footage of pipe surveyed and video files delivered to the engineer and the City of CCTV inspection, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 5 - Perform Root Mitigation by an ISA Certified Arborist (contingent item)

This item shall include all labor, equipment, materials, services and other incidentals necessary to properly perform root mitigation by an ISA certified arborist. The Contractor shall only perform root mitigation by an ISA certified arborist.

Payment for this item will be based on the submitted and approved invoice from the certified arborist. Payment for Perform root mitigation by an ISA certified arborist shall be made at the applicable bid unit price per hour and all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 6 – Heavy Mechanical Cleaning of Existing 12-inch Cast Iron SS Main (contingent item)

This item shall include all labor, equipment, materials, services and other incidentals necessary to perform Heavy Mechanical Cleaning of the existing cast iron sanitary sewer main identified on the plans beneath the existing school building. Heavy mechanical cleaning is defined as cleaning necessary to establish a smooth interior pipe condition acceptable by the City of Sparks and the Engineer. Heavy Mechanical cleaning is defined by the use of mechanical cleaning equipment beyond the typical hydraulic jetting type cleaning performed on all lines prior to installation of C.I.P.P. liner. Mechanical cleaning methods shall be in accordance with the drawings.

Payment for this item will be based on the contract unit prices per Hour for Heavy Mechanical Cleaning of Existing 12-inch Cast Iron SS Main, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 7 – Install 12” C.I.P.P Sewer Liner

This item shall include all labor, equipment, materials, services and other incidentals necessary to Install C.I.P.P. Sewer Lining at locations shown in the drawings. This item includes all pre-measurements, set up of equipment, insertion of the liner, pulling through manholes, and appurtenances to install and harden the Cured in Place Pipe. All terminations at the entrance and exit for each manhole shall be sealed with a resin mixture that is recommended by the manufacturer to provide a water tight seal. The Contractor shall provide the timely submittal of video of the newly cast C.I.P.P. to the City and Engineer. Any wrinkles, dry spots, de-laminations, or other problems in the pipe shall be removed and replaced at no cost to the City to provide a smooth interior liner at the discretion of the City or Engineer. Installation shall be in accordance with the drawings and the specifications Section 02736 herein.

Payment for this item will be based on the contract unit prices per Linear Foot for Install 12" C.I.P.P Sewer Liner, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 8 – Install 12” SDR-35 PVC Sanitary Sewer & Storm Drain Pipe

This item includes providing all labor, materials, equipment, tools, saw cutting, excavation, loading, hauling, shoring, dewatering, installation, unloading, compaction and all incidentals necessary to complete the removal and replacement of the existing sewer main per the project drawings and project specifications. All joining materials and other necessary appurtenances shall be included in this bid item. This item also includes the legal disposal of any excavation materials including the sewer main materials and incidentals at a suitable facility. All damaged or defective pipe and appurtenances shall be rejected and removed from the project site and repaired or replaced at the Contractor's expense.

Payment for this item will be based on the contract unit prices per Linear Foot for Install 12" SDR-35 PVC Sanitary Sewer & Storm Drain pipe, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 9 – Install Type I Manhole

This item includes providing all labor, materials, equipment, tools, saw cutting, excavation, loading, hauling, shoring, dewatering, installation, unloading, backfill, compaction, and all incidentals necessary to complete the removal (if necessary) of the existing Type I sewer manholes and installation of new Type I sewer manholes per the details shown on the project drawings. This item also includes installation of hinged manhole frames and covers to be provided by the Contractor as shown in the project drawings and the legal disposal of the sewer manhole materials and incidentals at a suitable facility and delivery of the old frame and cover to the City of Sparks Corporate Yard. Installation shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition. All utilities surrounding the manhole shall be protected in place unless noted otherwise. Any utilities damaged shall be repaired or replaced at the Contractor's expense.

This item also includes installation of permanent bituminous pavement patch per the details of the roadway, and replacement of any other improvements damaged or removed during the removal of existing, and installation of new Type I manhole, including, but not limited to, existing curb, gutter, sidewalk, landscaping, irrigation, traffic loops, driveways, pedestrian ramps, utility valves, survey monuments, utility meters, catch basins, fencing, striping and signage.

Payment for this item will be based on the contract unit prices per Each for Install Type I Manholes, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 10 –Abandon Manhole

This item includes providing all labor, materials, equipment, tools, dewatering, filling, compaction, and all incidentals necessary to complete the abandoning of manholes. This item also includes the legal disposal of any excavation materials and incidentals at a suitable facility and delivery of the old frame and cover to the City of Sparks Corporate Yard. Abandonment shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition (Section 323). All utilities surrounding the manhole shall be protected in place unless noted otherwise. Any utilities damaged shall be repaired or replaced at the Contractor's expense.

This item also includes installation of permanent bituminous pavement patch per the details of the roadway, and replacement of any other improvements damaged or removed during the abandonment of manholes, including, but not limited to, existing curb, gutter, sidewalk, landscaping, irrigation, traffic loops, driveways, pedestrian ramps, utility valves, utility meters, catch basins, fencing, striping and signage.

Payment for this item will be based on the contract unit prices per Each for Abandon Manholes, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 11 – 4-inch Active service lateral installation (contingent item)

This item includes providing all labor, materials, equipment, tools, saw cutting, excavation, trenching, dewatering, compaction, shoring, bedding, backfill, loading, hauling, unloading, and all incidentals necessary to complete the replacement/installation of 4-inch sanitary sewer lateral and adding sewer cleanouts to the back of sidewalks per the details. Service shall be reinstated as soon as possible from the time the CIPP lining has been installed to the time the lateral is operational. The CIPP liner shall be cut

open at the location of the existing lateral and reconnected using a flexible wye tap saddle. The lateral shall be replaced to the back of sidewalk to a new clean out and then reconnected to the existing lateral. All utilities crossing or running parallel to the lateral shall be protected in place unless noted otherwise. Any utilities damaged shall be repaired or replaced at the Contractor's expense. Installation shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition. Any damaged utilities shall be repaired or replaced at the Contractor's expense.

This item also includes installation of permanent bituminous pavement patch per the details of the roadway, and replacement of any other improvements damaged or removed during the installation of service laterals, including, but not limited to, existing curb, gutter, sidewalk, landscaping, irrigation, traffic loops, driveways, pedestrian ramps, utility valves, utility meters, catch basins, fencing, striping and signage.

Payment for this item will be based on the contract unit prices per Each for 4-inch Active Service Lateral Installation, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 12 – 6-inch Active service lateral installation (contingent item)

This item includes providing all labor, materials, equipment, tools, saw cutting, excavation, trenching, dewatering, compaction, shoring, bedding, backfill, loading, hauling, unloading, and all incidentals necessary to complete the replacement/installation of 6-inch sanitary sewer lateral and adding sewer cleanouts to the back of sidewalks per the details. Service shall be reinstated as soon as possible from the time the CIPP lining has been installed to the time the lateral is operational. The CIPP liner shall be cut open at the location of the existing lateral and reconnected using a flexible wye tap saddle. The lateral shall be replaced to the back of sidewalk to a new clean out and then reconnected to the existing lateral. All utilities crossing or running parallel to the lateral shall be protected in place unless noted otherwise. Any utilities damaged shall be repaired or replaced at the Contractor's expense. Installation shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition. Any damaged utilities shall be repaired or replaced at the Contractor's expense.

This item also includes installation of permanent bituminous pavement patch per the details of the roadway, and replacement of any other improvements damaged or removed during the installation of service laterals, including, but not limited to, existing curb, gutter, sidewalk, landscaping, irrigation, traffic loops, driveways, pedestrian ramps, utility valves, utility meters, catch basins, fencing, striping and signage.

Payment for this item will be based on the contract unit prices per Each for 6-inch Active Service Lateral Installation, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 13 – Active Service Lateral Reinstatement with Top Hat (contingent item)

This item includes providing all labor, materials, equipment, tools, and all incidentals necessary to complete the activation of the existing sanitary sewer lateral by a top hat connection per the details. Service shall be reinstated as soon as possible from the time the CIPP lining has been installed to the time the lateral is operational. The CIPP liner shall be cut open from the inside of the main at the location of the existing lateral and reconnected using a top hat type connection. Installation shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition. Any damaged utilities shall be repaired or replaced at the Contractor's expense.

Payment for this item will be based on the contract unit prices per Each for Active Service Lateral Reinstatement with Top Hat, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 14 – Install Permanent Bituminous Pavement Patch behind Driveways (contingent item)

This item includes all labor, equipment, materials, services and incidentals required for the placement of permanent bituminous pavement patch behind driveways per the details. Any existing improvements adjacent to the new bituminous pavement patch shall be protected. Any existing improvements that are displaced or damaged shall be replaced or restored to their original condition. Permanent bituminous pavement patching depth, placement, and compaction methods shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Permanent bituminous pavement patch associated with the installation of new Type I manholes (Item 9), or new sanitary sewer laterals (Items 11 & 12) will not be paid under this item. Payment for permanent patching is included under those bid items, respectively.

Payment for this item will be based on the contract unit prices per Square Foot for Permanent Bituminous Pavement Patch behind Driveways, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 15 – Install Permanent Bituminous Pavement Patch in Streets (contingent item)

This item includes all labor, equipment, materials, services and incidentals required for the placement of permanent bituminous pavement patch at the discretion of the City of Sparks inspector. Any existing improvements adjacent to the new bituminous pavement patch shall be protected. Any existing improvements that are displaced or damaged shall be replaced or restored to their original condition. Permanent bituminous pavement patching depth, placement, and compaction methods shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Permanent bituminous pavement patch associated with the installation of new Type I manholes (Item 9), or new sanitary sewer laterals (Items 11 & 12) will not be paid under this item. Payment for permanent patching is included under those bid items, respectively. Permanent bituminous pavement patch included in this Item is reserved for expansion of the minimum limits of patching under the discretion of the City of Sparks and shall only be included for payment if it is determined that the excess is not a result of Contractor activities unnecessary for the completion of work per the plans and specifications.

Payment for this item will be based on the contract unit prices per Square Foot for Permanent Bituminous Pavement Patch in Streets, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 16 – Protect & Adjust New 24-inch Manhole Frame & Cover to Finish Grade

This item shall include all labor, equipment, materials, services and other incidentals necessary to protect and adjust new 24-inch frames and covers at manholes after permanent bituminous pavement patching is completed. Adjustment to new finish grade includes raising, installation of concrete collars, grouting grade rings and frame and cover per the details and specifications. In areas where permanent patching is not needed (landscape areas), only raised concrete collars and grouting of grade rings, frame and cover shall be included. Installation shall be in accordance with the drawings and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Each for Protect & Adjust New 24-inch Manhole Frame & Cover to Finish Grade, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 17 – Force Account

The force account amount set forth in the quote schedule shall be the same of all Contractors providing quotes.

There is no direct payment for this item. Payment will be made only for additional authorized work performed and the amount included in this item may be used entirely, partially, or not at all. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks representative.

END OF BID ITEM CLARIFICATIONS

SECTION 02736

CURED-IN-PLACE PIPE (CIPP)

PART 1 GENERAL

1.1 DESCRIPTION

This Section covers the work necessary to furnish and install, complete and in place, cured-in-place pipe (CIPP) lining. The Contractor shall furnish all labor, equipment and materials necessary to complete the lining of sanitary sewers as specified herein and as shown on the Contract Drawings. As becomes applicable to this Contract, the work shall include the preparation of the construction site and manholes, including cleaning (including root removal), manhole channel alterations, flushing and pre-installation television inspection of sewer to be lined; bypass pumping of sewage flows in mains and services; protection of existing conditions during installation work, liner installation, reinstatement of service connections, repair of service connections, pipe sealing at manholes, re-channeling or reforming altered manhole bases, final television inspection and testing of the lined pipe sewer system, and other accessories as required for the proper installation; protection of the site during the life of the Contract, including protection of inspection personnel, warning lights, barricades, traffic control, dust control and maintenance of detours, as required; the cleanup of the work site, including maintenance and replacement of surfaces such as paving, seeding, sodding and graveling, if damaged.

It is the intent of this Specification to provide for the reconstruction of sanitary sewer mains by the installation of a CIPP liner into the existing gravity sewer line. When formed, the liner shall extend over the length of the pipe between manholes in a continuous, tight fitting, watertight pipe-within-a-pipe. The liner shall be installed using "Trenchless Technology", i.e., no excavation or surface restoration shall be necessary for this item of work.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. 02951 - TV Video Inspection of Sewer Pipelines (CCTV)
- B. 02961 - Cementitious Manhole Rehab
- C. 02965 - Sewer Line Cleaning

1.3 QUALITY ASSURANCE

- A. This Specification references standards from the American Society for Testing and Materials, such as: ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Sewer Pipe), ASTM D790 (Test Methods for Flexural Properties of Un-Reinforced and Reinforced Plastics and Electrical Insulating Materials), F2454 (Standard Practice for Sealing Lateral Connections and lines from the mainline Sewer Systems by the Lateral Packer Method, Using Chemical Grouting) and D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification shall govern.

- B. The contracting company shall have a minimum of three years experience installing CIPP liners. The Contractor shall submit a minimum of four (4) projects of like size and same lining material with references for work previously performed.
- C. Correction of failed liner or liner pipe deemed unacceptable, as a result of the post video inspection and/or test reports for structural values, thickness, chemical resistance, etc., shall always be the responsibility of the Contractor, at no extra cost to the City. Method of correction/repair shall be approved by the City with prior field demonstration, if required. It shall be understood that minimum criteria of the specification shall not be lowered to compromise with lower than the required test values, unless approved in writing.
- D. The finished liner shall be continuous over the entire length of run between two manholes and shall be free from visual defects. The finished liner shall meet or exceed the requirements of Section 2.01, "Materials: Cured-In-Place Pipe Lining" of this specification.
- E. The Contractor shall televise the installed pipe after existing services have been reconnected and manhole work has been completed. The original television inspection video tape shall be provided to the Engineer. The Contractor shall repair all damages found during the reviewing of these final TV inspection video tapes. The damages shall include but not be limited to leaks, cracks, unsecure joints, visual defects, and others which in the opinion of the Engineer are not acceptable and would impair the serviceability of the new piping system.

1.4 SUBMITTALS

After award of the Contract and before any sewer system materials are delivered to the job site, the Contractor shall submit to the Engineer a complete list of all materials proposed to be furnished and installed.

- A. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data and furnish the manufacturer's recommendations as to method of installation.
- B. Upon approval of the Engineer, the manufacturer's recommendations shall become the basis for acceptance or rejection of actual methods of installation used in the work.
- C. The Contractor shall not permit any sewer lining component to be brought onto the job site until it has been approved by the Engineer.
- D. Engineering calculations for the design of the CIPP liner thickness. Liner design calculations shall be supported by field analysis, technical assumptions, and Section 2.01, "Materials: Cured-In-Place Pipe Lining" of this specification. Final approval of the design calculations shall be given by the Engineer.
- E. Television inspection reports and video tapes (DVD) made prior to and after pipeliner insertion.
- F. The Contractor shall submit a sewage bypass pumping and/or diversion plan for review by the Engineer at least 10 days prior to pipe installation. The sewage bypass pumping and/or diversion plan shall include an emergency response plan to be followed in the event of a failure of the bypass pumping and/or diversion system. The Contractor shall notify the

Engineer 24 hours prior to commencing the bypass pumping operation. The Contractor's plan for sewage bypass pumping and/or diversion shall be satisfactory to the Engineer before the Contractor shall be allowed to commence sewage bypass pumping and/or diversion.

1.5 PRODUCT HANDLING

- A. Protection - The Contractor shall use all means necessary to protect sewer lining materials before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacement - In the event of damage, immediately make all repairs and/or replacements necessary to the approval of the Engineer, at no additional cost to the City.

1.6 EXISTING SEWER SYSTEM

- A. Active Sewers - The Contractor shall maintain in operating condition all active main line sanitary sewers encountered in the sewer lining installation. The Contractor shall also monitor the status of all blocked service laterals and provide relief pumping as required.
- B. Connections to Existing Sewers and Manholes - The Contractor shall make all required connections to existing sewers and manholes and carry out such work in accordance with local standards and requirements and as directed by the Engineer. Extreme care to prevent debris from entering into existing sewers to be lined shall be exercised.
- C. The Contractor shall furnish, prior to use of the materials, satisfactory written certification of his compliance with the manufacturer's standards for all materials and conformance with the methods of the manufacturer and ASTM requirements.

PART 2 MATERIALS

2.1 CURED-IN-PLACE PIPE LINING

- A. The liner pipe material shall be designed for use in gravity sanitary sewers and shall be in strict conformance with all applicable sections of ASTM F1216 specifications including Appendix XI. All materials and procedures used in the cured-in-place pipe rehabilitation process shall be equal to or exceed the manufacturer's standards. The CIPP design shall assume no bonding to the original pipe wall. Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The pipe liner shall have at a minimum the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- B. Tube - The liner tube shall be fabricated to meet the requirements of ASTM F1216 or ASTM F1743, Section 5 and the performance requirements as specified herein. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
 - 1. The wet-out Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.

2. The tube shall be free of tears, holes, cuts, foreign materials and other defects and will be subject to inspection by the Owner.
3. Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes, unless otherwise specified. Contractor shall field verify the lengths in the field prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of run.
4. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
5. The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall include the Manufacturers name or identifying symbol.
6. Fiber Felt Tube System
 - a. The felt tube shall be a sewn thermoplastic polyester or acrylic tube consisting of one or more layers of flexible needled felt or an equivalent woven and/or non-woven material capable of carrying resin, and with sufficient needling and crosslapping and strength to withstand the installation pressures and curing temperatures. The felt tube to be furnished shall be compatible with the resin and catalyst systems to be utilized.
 - b. The finished lining shall consist of an inner polyurethane and an outer polyester felt layer (or layers) impregnated with a thermosetting resin and fabricated to fit tight against the existing pipe wall. An allowance shall be made for circumferential stretching during inversion.
 - c. The Tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 - d. The outside layer of the Tube (before wet-out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) procedure.
 - e. Seams in the Tube shall be stronger than the non-seamed felt.

C. Resin/Catalyst Tube

1. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
2. The resin used shall be compatible with the rehabilitation process used, and designed for a wastewater environment. The resin shall be able to cure in the presence or absence of water, and the initiation temperature for cure shall be as recommended by the resin manufacturer and approved by the Engineer. The resin shall have sufficient

thixotropic properties to obtain non-draining characteristics when impregnated into the fiber fabric.

3. The Engineer shall also be informed in advance, for verification and inspection of the resin material at the "wet-out" of the tube. The inspection shall be at the discretion of the Engineer, which shall not relieve the Contractor of his responsibilities. The wet-out procedure shall utilize the resin and catalyst in sufficient quantities to ensure complete impregnation of the liner and provide the properties specified herein.
4. The catalyst system shall be compatible with the resin and other materials to be utilized in the rehabilitation process. Quantity and type of catalyst shall be selected based on the curing conditions and recommendations of the resin manufacturer.

D. Liner Design Criteria

1. The Cured-In-Place Pipe thickness shall be calculated and designed based on ASTM F1216, Appendix XI, and the following physical conditions of the existing pipe to be rehabilitated:
 - a. All pipes shall be considered fully deteriorated.
 - b. Groundwater shall be assumed to be two feet below the ground surface.
 - c. All pipes shall be subjected to a soil load of 120 lbs./cu. Ft., with applicable live load. Pipes in good condition shall have a minimum of 2% ovality in the circumference. A higher value of ovality shall be used if the pipe is deteriorated.
 - d. Factor of safety (N) of 2.0 shall be used for calculations.
 - e. Hydraulic Capacity: Overall, the hydraulic profile shall be maintained as large as possible. The pipe liner shall have at a minimum the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
 - f. The Contractor shall measure the inside diameter of the existing pipe in the field so that the liner can be lined in a tight fitted condition.
2. Finished and Cured Liner Properties
 - a. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separations of the layers occur during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work. Replacement of a defective liner shall be the responsibility of the Contractor.
 - b. The finished CIPP liner shall fit tightly and neatly against the existing pipe walls. The liner shall be fabricated from materials which, when cured, will be suitable for continuous service in sewerage environments containing hydrogen sulfide, carbon monoxide, carbon dioxide, methane, dilute (10%) sulfuric acid at an average wastewater temperature of 80°F, dilute (10%) phosphoric acid, petroleum hydrocarbons, gasoline, vegetable oil, tap water (pH 6.5 - 9), up to 1 hour per day exposure to 5 percent sodium hydroxide up to a pH of 11, moisture

saturation, and external exposure to soil bacteria and chemical attack which may be due to materials in the surrounding ground or sewage within.

- c. The CIPP system shall conform to and comply with the requirements above, and with the minimum standard physical properties as follows:

MINIMUM PHYSICAL PROPERTIES

STRUCTURAL/ MECHANICAL PROPERTY	ASTM TEST METHOD	ASTM SHORT TERM VALUE	ASTM LONG TERM VALUE
Flexural Strength	D-790	4,500 psi.	
Flexural Modulus	D-790	250,000 psi.	125,000 psi.
Impact Strength	D-256	1.9 in. -lb.	

E. Installed Liner shall be homogeneous throughout and free of:

1. Serious abrasion, cutting, or gouging of the outside surface extending to more than 10 percent of the wall thickness in depth.
2. Cracks
3. Kinking (generally due to excessive or abrupt bending)
4. Flattening
5. Holes
6. Blisters
7. Other injurious defects

They shall be uniform in color, opacity, density, and other physical properties. Any pipe and fittings not meeting these criteria shall be rejected.

F. Liner Color: Pipe and fittings shall conform to the following:

1. Inside: The inner wall shall be white, light green, light red (vitrified clay color), or natural. Yellow, black, and light purple are not acceptable.

PART 3 EXECUTION

3.1 GENERAL

This section is intended to provide the Contractor with general guidance on the methods to be used to install the sewer pipe using the CIPP liner method. Nothing contained herein shall relieve the Contractor from completing the pipe rehabilitation in the most feasible, efficient and safe manner, using required materials to the lines and grades shown on the plans and to the requirements of these specifications.

3.2 EXISTING CONDITIONS

- A. Site Review - Prior to ordering, fabrication, or the commencement of lining any pipes, the contractor shall perform a site review, pre-cleaning and CCTV video inspection to verify existing field conditions prior to lining.
1. The liner shall be fabricated to a size which, when installed, will neatly fit the internal circumference of the conduit shown on the Plans. Allowance for circumference expansion during installation shall be made.
 2. The Contractor shall verify that the sewer liner shall be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards and the manufacturer's recommendations.
- A. Discrepancies
1. In the event of discrepancy, the Contractor shall immediately notify the Engineer.
 2. The Contractor shall not proceed with the installation in areas of discrepancy until all such discrepancies have been fully resolved with the City or Engineer and noted in that days log.

3.3 FIELD MEASUREMENTS

The Contractor shall make all necessary measurements in the field to ensure precise fit of items in accordance with the drawings.

3.4 INSPECTION OF PIPELINER

No pipe shall be lined without proper notification of the Engineer. Each pipeliner shall be subject to inspection by the Engineer immediately prior to installation. Defective liner will be rejected and replaced at the Contractor's expense.

3.5 PREPARATION

The following installation procedures shall be adhered to unless otherwise approved by the Engineer.

- A. Safety - The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements working with hazardous/combustible materials, scaffolding and entering confined spaces.
- B. Cleaning of Sewer Line - Prior to pipe rehabilitation, the Contractor shall perform an initial sewer cleaning of all debris, roots and other materials that would prevent the proper installation of the liner. Several passes, if necessary, with a piece of high-pressure jet cleaning equipment shall be performed until all debris is removed from the pipe. If roots are present, root cutters or mechanical brushes shall be attached to the jet nozzle and sent through the line to remove all root intrusions. All spoils removed from the pipe shall be properly disposed of by the Contractor.
- C. Inspection of Pipelines - The Contractor shall provide experienced personnel trained in locating breaks, obstacles and service connections by closed circuit color television. The interior of the pipelines shall be carefully inspected to determine the location of any

condition which may prevent the proper installation of the liner into the pipeline. It shall be verified in writing to the City so that these conditions can be corrected. A VHS or DVD color video tape and suitable legible log shall be kept for later reference by the City.

- D. Bypassing Flow - The Contractor, when required, shall provide for the flow around the section of pipe designated for the liner. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Contractor shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around the pipeline reach in which work is to be performed. The plug shall be provided with a tag line. The pumping system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. Standby pumps shall be provided as required. Pumping shall be done by the Contractor in such manner as will not damage public or private property or create a nuisance or health menace. The pumped sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system. Sewage shall not be allowed to free flow in gutters, streets or over sidewalks, etc. Nor shall any sewage be allowed to flow into the storm inlets or conduits. After the work has been completed, flow shall be restored to normal.

The Contractor shall also monitor the status of all blocked service laterals and provide relief pumping as required.

- E. Line Obstruction - It shall be the responsibility of the Contractor to clear the line of obstructions or collapsed pipe that will prevent the insertion of the liner or closed circuit television camera. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation work shall be considered extra work requiring the written approval of the Engineer prior to the commencement of the work.
- F. Manhole Protection - The Contractor shall protect the manholes to withstand forces generated by equipment, water or air pressure used while inserting the liner. The Contractor shall be fully responsible for any damages to existing utilities caused by the Contractor's operations.
- G. Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be blocked, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. In the event that a service lateral is blocked for more than 8 hours, the Contractor shall provide temporary pumping as required before restoring service. At all times during the project, the Contractor shall monitor the status of all blocked service laterals and provide relief pumping as required.

A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

1. Written notice to be delivered to each home or business 48 hours prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.

2. Personal contact to be made with any home or business which cannot be reconnected within the time stated in the written notice.
- H. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing the pipeliner.

3.6 INSTALLATION

- A. The Contractor shall be an approved licensed installer of the proposed pipeliner system.
- B. The liner shall be installed through the existing manholes, in accordance with the manufacturer's recommendations and procedures. The finished pipe on mainline reaches shall be continuous over the entire length between manholes and cleanouts, and be as free as commercially practical from visual defects such as foreign inclusions and pin holes. The beginning and end of the pipe lining shall be cut flush at the inlet and outlet points in the manhole by using a rotary cutter, and the ends shall be sealed to the rehabilitated pipeline. The sealing material shall be compatible with the pipeliner pipe and shall provide a watertight seal.
- C. If sewage backup occurs and enters buildings, the Contractor shall be responsible for clean-up, repair, property damage cost and claims.
- D. If the liner fails to install properly, the Contractor shall remove the failed liner and replace it with a new liner. This work shall be performed at the Contractor's expense without additional cost to the City. It shall also meet the leakage requirements or pressure test specified herein.
- E. Any defects which will affect, in the foreseeable future or warranty period, the integrity or strength of the liner shall be repaired at the Contractor's expense. Allowance shall be given for the excess pipe when the cross-sectional area has been reduced due to offset joints, partial collapse, out-of-round sections, etc.
- F. Cure-In-Place Pipe Lining - CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
1. The host pipeline shall be cleaned and televised as specified herein. The outside diameter of the tube being inserted shall be properly sized to allow for expansion so that the CIPP liner can fit tightly against the host pipe.
 2. During the curing process, the Contractor shall keep logs, charts and/or graphs of the liner temperatures at the upstream and downstream manholes to ensure that proper temperatures and cure times have been achieved. These documents may be required by the Engineer at any time during and after the curing process.
 3. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage.
 4. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
 5. A pre-liner shall be used in areas where ground water is above the existing pipe invert to protect the resin from contact with water unless the tube has an inner and outer coating.

G. Sealing Liner At Manholes

1. The beginning and end of the pipe lining shall be cut flush at the inlet and outlet points in the manhole by using a rotary cutter, and the ends shall be sealed to the rehabilitated pipeline. The sealing material shall be compatible with the pipeliner pipe and shall provide a watertight seal.
2. Restore manhole bottom and invert.
3. If, due to broken or off-set pipe at the manhole wall, the liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the liner material.
4. The cost for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in providing a water tight seal between the liner and the manhole shall be considered as included in the contract prices paid for sanitary sewer main pipeliner installation and no additional compensation will be allowed therefore.

H. Service Lateral Reinstatements

The Contractor shall be responsible for identifying and reconnecting the laterals to the lined pipe. Two methods of reinstatement are identified on the plans. They consist of installation of a Wye Tap Saddle requiring the excavation of each connection point or Cured-In-Place Lateral Lining Method (i.e. "Top Hat") (Specification Section 02963) at connection locations that are not accessible due to existing structures. For service lateral extensions using Wye Tap Saddles, a new sewer clean out will be installed behind the sidewalk per the plans and details.

The following section describes two possible installation options for the Wye Tap Saddle requiring excavation of each connection point.

The first option consists of reinstatement of the laterals as identified by CCTV, not as shown on the plans, shall be completed by internal reinstatement using a pivot-head CCTV camera and a remote cutting tool to locate the lateral from the inside of the lined pipe and cutting a hole matching in diameter. The contractor may then return and excavate the lateral connection using either hand dig methods (or small sized equipment if access allows). The lateral to main connections shall be excavated, and the existing lateral exposed and removed. If the existing mainline hole is clean and circular, it may be used for the Wye Tap Saddle. If not, the hole shall be enlarged or a new hole sawn, and the existing hole covered with a repair clamp. The Wye Tap Saddle shall be installed, and the lateral reinstated with a new cleanout installed behind sidewalk per the plans and details.

The second option is to have all the service lateral connections excavated before performing the CIPP installation. Then immediately after completing the CIPP process saw a new mainline hole, and install the lateral, Wye Tap Saddle, and the new cleanout per the details.

The service connection shall be specifically designed for connection to the sewer main being installed, and shall be Wye Tap Saddle as shown in the details, or approved equal. Install using procedures and equipment as referenced in manufacturer's written installation instructions. Connection to the main using Inserta Tees will not be acceptable on this project.

The Contractor shall provide a nearly full-diameter hole, free from burrs or projections by brushing the lateral connection area to provide a smooth and crack-free edge. The hole shall be 95% minimum and 100% maximum of the original lateral connection. The invert of the lateral connection shall match the bottom of the reinstated lateral opening and be flush with the rehabilitated sewer main. The maximum amount of time sewer laterals can remain inoperable due to the Contractor's operations is 8 hours unless otherwise authorized in writing by the Engineer. The Contractor shall have a back-up remote control cutting device on site in case of malfunction.

No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

Recorded CCTV inspection shall be done in each sewer service lateral from the mainline sewer connection to 1 foot passed the first joint in the sewer service lateral.

I. Clean-up

1. The Contractor shall restore or replace all removed or damaged paving, curbing, sidewalks, gutters, manhole flow lines, shrubbery, fences, sod or other disturbed surfaces or structures to a condition equal to that before the work began, to the satisfaction of the Engineer and appropriate property owner, and shall furnish all labor and material incidental thereto.
2. Surplus liner material, tools and temporary structures shall be removed by the Contractor. All dirt, rubbish and excess earth from operation shall be legally disposed of by the Contractor and the construction site shall be left clean to the satisfaction of the Engineer.

J. Inspection and Testing

Upon completion of the installation a visual inspection shall be performed of the pipeliner in place via a closed circuit television camera. A videotape (DVD) of the inspection shall be provided to the Owner. The Engineer may require a low pressure air test to check the integrity of the pipeliner and verify that the pipeliner has not been damaged during installation. The video camera shall include tilt head technology and shall include full view of service laterals and views up all service laterals.

K. Warranty

The Contractor shall Warrant all work to be free from defects in workmanship and materials for a period of one (1) year from the date of final acceptance of all construction work by City except for the lining and sealing of sanitary sewer manholes which requires a five (5) year warranty.

CITY OF SPARKS TRAFFIC SIGNAL EQUIPMENT

(Select portions of specifications taken from the above master specification.)

Loop Detection: Loop detector wire shall be I.M.S.A. Spec. 51-5-1984 #14 AWG to #20AWG with Polyethylene (XLPE/XHHW) encasing tube or approved equal. Loop Detector lead-in cable (LLC) shall be I.M.S.A. Spec 50-2-1984 # 16 AWG or approved equal. Splicing of the LLC is not permitted between the signal cabinet and loop detector wire. Loops shall be a minimum of 6' x 6' with 3 turns per loop. Loops in adjacent lanes shall be wound in opposite directions. Preformed loops shall be encased in PVC and shall be placed between the structural and wearing courses unless otherwise approved by the City Transportation Manager. All new roadways shall have the loops placed between the structural and wearing courses. Loops shall be placed in accordance to the Nevada Department of Transportation, Standard Drawing T-30.1.4 called "Loop Detectors".

The LLC shall have 4 to 6 turns per foot between the end of the saw slot and the detector to prevent separation of the wires. When making the final connections in the controller cabinet, crimp type connectors should be soldered for additional security and the screws on the terminal strip securely tightened. The shield must be floated (left unconnected and insulated) at the splice end and shall be grounded to earth ground at the cabinet end only. All loops shall have a 1" long non-metallic backer rod placed at 2 ft intervals to secure the wires and lead-ins during the sealing operation. The backer rod shall be at least 1 inch below the top of pavement. All loops shall be sealed with hot applied asphalt sealant Craftco 34272 or approved equal. Quadrapole loop layouts shall not be used. Loop amplifiers shall be EDILMD622T Loop Amplifier or approved equal. One Loop Amplifier shall be EDI-ORACLE 2E or approved equal. The saw cut depth for all home runs shall be a minimum of 2½ inches. There shall be no more than 2 twisted pairs per sawed loop slot. The maximum area of asphalt allowed to be displaced shall be no more than 6" x 6" when installing loops. LLC shall be connected to no more than 4 loops and be clearly marked by permanent means (tag and marker) in the pull box splice point and the traffic signal cabinet.

Conduit: All intersection signal conduits shall be a minimum of 3" ID. Utilize "Schedule 80" (PVC) for all underground runs. Rigid metal conduit shall be used under driveway sections and riser sections. All spare conduits shall have a single 12 AWG (min) copper tracer wire coated with a 30-mil (min) polyethylene jacket designed specifically for buried use.

RE: **Geotechnical Investigation**
City of Sparks 4th Street Sewer Rehabilitation Project
Sparks, Nevada

Dear Mr. Johnson:

Black Eagle Consulting, Inc. (BEC) is pleased to present the results of our geotechnical investigation for the proposed City of Sparks 4th Street Sewer Rehabilitation Project. Our scope of work included, research, field exploration, field and laboratory testing to develop the geotechnical data and to formulate associated geotechnical recommendations for the proposed sanitary sewer improvement.

Project Description

The subject sanitary improvement project will involve the open-trench replacement of the existing, approximately 1,100-foot-long, sewer line segment along the 4th Street, south of Prater Way in Sparks, Nevada (refer to Plate 1 [Plot Plan]). In addition, the project will also include the re-lining of the existing sanitary sewer as it turns east from the southern terminus point of the open-trench replacement line near the Poulakidas Park. The overall alignment of the open-trench replacement and liner rehabilitation will terminate at Stanford Street.

Rehabilitation along the 4th Street is expected to include the replacement of existing sewer main lines and manholes, installation of new sewer main lines and manholes, relocation of existing sewer laterals, installation of new sewer line laterals, and abandoning of existing sewer lines. Replacement of sewer pipes will require excavation, removal, and replacement of old pipelines and may include changes in alignment and/or slope of the pipeline to adapt to changes in flow, future demand, or right-of-way considerations. The rehabilitation east of 4th Street will only include the re-lining of the existing sewer main line and, therefore, does not require information with respect to the existing soil conditions. In the re-lining, the installation of a pipe liner typically involves placement of a resin-coated geotextile within the pipe between manholes. Manholes are easily accessed and do not require any excavation. Once the resin cures, the existing pipe performs like new pipe and will extend the design life by as much as 50 years.

Site Conditions

The proposed open-trench replacement of sanitary sewer lies within the City of Sparks right-of-way for the 4th Street. The re-lining segment would extend through Poulakidas Park, Lincoln Park Elementary School, and possibly through some private properties. The 4th Street sewer rehabilitation alignment and our subsurface exploration sites (borings) are shown in Plate 1

The segment of the 4th Street to host the proposed sewer rehabilitation is an urban minor collector, based on the information contained in the Nevada Department of Transportation (NDOT) Annual Traffic Report (NDOT, 2007). The existing structural section along the 4th Street in the proposed sanitary sewer rehabilitation area



consists of approximately 6 to 8.5 inches of asphalt concrete (AC) pavement underlain by approximately 5 to 6 inches of aggregate base (AB) material.

The subject segment of the 4th Street includes Portland cement concrete (PCC) curbs and gutters and PCC walkway on one or both sides. This street is surrounded by private residential properties and public properties including the Sparks City Hall, a US Post Office, and the Poulakidas Park. Underground sanitary sewer, water and gas main lines and laterals are present along the entire length of 4th Street. Underground storm drains are also present in the project area. Over-head power and communication lines run along 4th Street and extend into the surrounding properties.

Exploration

Prior to site exploration, BEC contacted Underground Service Alert (USA) to identify and mark all utilities in the area of each boring location.

The site was explored on December 6, 2013, by drilling three (3) test borings using 6-inch-outside-diameter (O.D.), 4.25-inch-inside-diameter (I.D.), hollow stem augers and a truck-mounted CME 75 soils sampling drill rig. All borings were generally advanced a minimum of 5 feet from any USA utility location markings. The maximum depth of exploration was 21.5 feet below the existing ground surface. The locations of the test borings are shown in Plate 1.

The existing pavement section was initially bored to approximately 12 inches in diameter using the drill rig and a specially designed pavement bit. The subsurface soils were then sampled in-place every 2.5 to 5 feet by use of a standard, 2-inch O.D., 1.25-inch I.D., split-spoon sampler driven by a standard 140-pound drive hammer with a 30-inch stroke. The number of blows to drive the sampler the final 12 inches of an 18-inch penetration (Standard Penetration Test [SPT] – American Society for Testing and Materials [ASTM] D 1586) into undisturbed soil is an indication of the density and consistency of the material.

A geotechnical engineering technician with the bachelor's degree in geology examined and identified all soils in the field in accordance with ASTM D 2488. During drilling, split-spoon samples were placed in sealed plastic bags and returned to our Reno, Nevada, laboratory for testing. Additional soil classification was subsequently performed in accordance with ASTM 2487 (Unified Soil Classification System [USCS]) upon completion of laboratory testing, as described in the Laboratory Testing section. Logs of the borings are presented as Plate 2 (Boring Logs), and an USCS chart has been included as Plate 3 (USCS Soil Classification Chart).

Laboratory Testing

All soils testing performed in BEC's laboratory is conducted in accordance with the standards and methodologies described in Volume 4.08 of the ASTM Standards.

Samples of each significant soil type were analyzed to determine their in-situ moisture content (ASTM D 2216), grain size distribution (ASTM D 422), and plasticity index (ASTM D 4318). The results of these tests are shown



on Plate 4 (Index Test Results). Test results were used to classify the soils according to ASTM D 2487 and to verify field logs, which were then updated as appropriate.

Chemical testing was performed on representative samples of site soils. The samples were tested for soluble sulfates. The results of the chemical tests are shown on Plate 5 (Chemical Test Results). Chemical testing was performed by Sierra Environmental Monitoring of Sparks, Nevada.

General Geologic and Soil Conditions

The Nevada the Nevada Bureau of Mines and Geology (NBMG) has mapped the majority of the area as Alluvium of the Truckee Meadows and the southernmost portion lies on the boundary of the same unit and Fluvial Gravel of the Truckee River (Bell and Bonham, 1987). The alluvial unit is described by NBMG as *"gray to brown, pebble to cobble sand and medium sand, silty sand, and sandy silt; derived from reworking of Truckee River deposits and deposition along large drainages from Sun Valley and Spanish Springs Valley."* The Fluvial unit is described by NBMG as *"gray, sandy, cobble to boulder gravel composed dominantly of well-rounded volcanic and granitic clasts."*

Subgrade material encountered during exploration generally matched the descriptions provided by NBMG. The soil units include clayey sand, silty sand with gravel, poorly graded sand with gravel, poorly graded gravel with silt and sand, and poorly graded gravel with sand. The subgrade soils profile consists of an approximate 4 to 5-foot-thick, moist, loose to medium dense native clayey sand soil layer and containing approximately 35 to 40 percent low to medium plasticity fines, 60 to 63 percent fine to coarse sand, and a trace of gravel. This upper layer is underlain by moist to wet, dense to very dense sand and gravel soils that are typical of alluvium deposits within the Truckee Meadows to the maximum depth of exploration. These sand and gravel alluvium soils contain approximately 5 to 10 percent non-plastic fines, 20 to 65 percent sand, and 30 to 70 percent subrounded to subangular fine to coarse gravel. The presence of cobbles were also indicated by drilling response in some layers of the subsurface sand and gravel soils profile.

During the exploration, ground water was encountered approximately 10, 11.9, and 10.5 feet below the roadway grade in borings B-01, B-02 and B-03, respectively.

Faulting

No geologic hazards map is available for the project area. The geologic map for the Vista Quadrangle (Bell and Bonham, 1987) does not show any faults within the vicinity of the project area, however the earthquake hazards map of the Reno quadrangle (Bingler, 1974) shows an active Holocene age fault approximately 2,400 feet northwest of the project location. Since no fault structures are mapped to cross the sewer line alignment or were identified during exploration on or adjacent to the site, however, no further fault investigation or hazard mitigation is considered necessary.



Discussion and Recommendations

All pavements shall be saw-cut in accordance with Drawings 1-16 of the *Standard Details for Public Works Construction (SDPWC, 2011)*. In no case shall the saw-cut be located in or within 12 inches on either side of a wheel path.

Native soils encountered in the project area are granular at depth with a 4 to 5 feet thick, near surface clayey sand soil layer at each boring location. The near surface clayey sand soils are relatively poor subgrade material and, when encountered at the subgrade elevation, will need to be over-excavated to a depth of 1.5 feet below AB subgrade elevation in areas to receive new AC pavement.

Soils encountered in the area of the 4th Street sewer rehabilitation project are summarized below in Table 1 (Summary of Subsurface Soil Profile Properties).

TABLE 1 - SUMMARY OF SUBSURFACE SOIL PROFILE PROPERTIES					
Boring (B) Number	Soil Conditions and Dominant OSHA Soil Type (Type)	Moisture Level (Laboratory Moisture Content In Percentage) ¹	Excavation Difficulty	Suitability for Final Backfill	Clay Backfill Separation From Pavement ²
B-01	5-foot-thick clayey sand layer, followed by sand and gravel alluvium soils (Type B over Type C)	Moist to wet (20.6)	Not difficult	Unsuitable clayey sand (within 1.5 feet below pavement); Suitable (sand and gravel)	1.5-foot separation required
B-02	4-foot-thick clayey sand layer, followed by sand and gravel alluvium soils (Type B over Type C)	Moist to wet (14.0)	Not difficult	Unsuitable clayey sand (within 1.5 feet below pavement); Suitable (sand and gravel)	1.5-foot separation required
B-03	4-foot-thick clayey sand layer, followed by gravel alluvium soils (Type B over Type C)	Moist to wet	Not difficult	Unsuitable clayey sand (within 1.5 feet below pavement); Suitable (sand and gravel)	1.5-foot separation required

¹ Refer boring logs and laboratory test results for depth of the soil sample tested in the laboratory.
² Excluding aggregate base section.

Temporary trenches with near-vertical sidewalls should be stable to a depth of approximately 4 feet. Temporary trenches are defined as those that will be open for less than 24 hours. Excavations to greater depths will require shoring or laying back of sidewalls to maintain adequate stability. Regulations contained in Part 1926, Subpart P, of Title 29 of the Code of Federal Regulations (CFR, 2010) require that temporary sidewall slopes be no greater than those presented in Table 2 (Maximum Allowable Temporary Slopes).



TABLE 2 - MAXIMUM ALLOWABLE TEMPORARY SLOPES

Soil or Rock Type	Maximum Allowable Slopes ¹ for Deep Excavations less than 20 Feet Deep ²
Stable Rock	Vertical (90 degrees)
Type A ³	3H:4V (53 degrees)
Type B	1H:1V (45 degrees)
Type C	3H:2V (34 degrees)
<i>Notes:</i>	
1. Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.	
2. Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.	
3. A short-term (open 24 hours or less) maximum allowable slope of 1H:2V (63 degrees) is allowed in excavation in Type A soils that are 12 feet or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet in depth shall be 3H:4V (53 degrees).	

The State of Nevada, Department of Industrial Relations, Division of Occupational Safety and Health (OSHA), adopted and strictly enforces these regulations, including the classification system and the maximum slopes. In general, Type A soils are cohesive, non-fissured soils, with an unconfined compressive strength of 1.5 tons per square foot (tsf) or greater. Type B are cohesive soils with an unconfined compressive strength between 0.5 and 1.5 tsf. Type C soils have an unconfined compressive strength below 0.5 tsf. Numerous additional factors and exclusions are included in the formal definitions. The client, owner, design engineer, and contractor shall refer to Appendix A and B of Subpart P of the, previously referenced, Federal Register for complete definitions and requirements on sloping and benching of trench sidewalls. Appendices C through F of Subpart P apply to requirements and methodologies for shoring.

On the basis of our exploration, the native soils in the 4th Street are predominantly Type C, except for the near surface clayey sand soil layer that can be considered as Type B. Dominant OSHA soil type was previously presented for each boring site in Table 1. Any area in question shall be examined by the geotechnical engineer during construction. All trenching shall be performed and stabilized in accordance with local, state, and OSHA standards.

A minimum of 6 inches of Type 2, Class B, AB or Class C, drain rock shall be placed beneath the new sewer manholes or vaults (*Standard Specifications for Public Works Construction [SSPWC]*, 2012). The AB shall be compacted to a minimum of 95 percent relative compaction (ASTM D 1557), while Class C drain rock shall be compacted using a vibratory plate or other appropriate piece of construction equipment until no further consolidation is observed.



Bedding and initial backfill 12 inches over sewer pipe will require import and should conform to Class A, B, or C requirements (SSPWC, 2012). Bedding and initial backfill shall be placed in maximum 14-inch-thick loose lifts that are subsequently densified to at least 90 percent relative compaction (ASTM D 1557).

When Class B or C materials (drain rock) is used as trench backfill, it shall be considered a rock backfill (greater than 30 percent retained on the 3/4-inch sieve) and shall be placed in maximum 12-inch-thick loose lifts, with each lift densified by at least five complete passes with approved compaction equipment and until no deflection is observed. A separator geotextile such as Mirafi® 140N shall be placed between the drain rock and any native soil backfill.

Native granular soil will provide adequate final backfill as long as oversized particles are excluded. The maximum particle size in final trench backfill shall be 8 inches to within 12 inches of AB subgrade elevations, and 4 inches within 12 inches of AB subgrade. Native clayey sand soils can be used as final backfill below the required separation for the pavement section, however, they are commonly well above optimum moisture and may need drying. Alternately, the clayey sand could be stockpiled separately and used as deeper backfill so that the granular alluvium soil could be placed to subgrade.

If imported backfill is required on this project, we recommend it satisfy the specifications of Table 3 (Guideline Specification for Imported Structural Fill and Backfill).

TABLE 3 - GUIDELINE SPECIFICATION FOR IMPORTED STRUCTURAL FILL AND BACKFILL		
Sieve Size	Percent by Weight Passing	
3 Inch	100	
3/4 Inch	70 – 100	
No. 40	15 – 70	
No. 200	5 – 30	
Percent Passing No. 200 Sieve	Maximum Liquid Limit	Maximum Plastic Index
5 – 10	50	20
11 – 20	40	15
21 – 30	35	5

These recommendations are intended as guidelines to specify a readily available, prequalified material. Adjustments to the recommended limits can be provided to allow the use of other granular, non-expansive



material. Any such adjustments must be made and approved by the geotechnical engineer, in writing, prior to importing fill to the site.

All utility trench backfill shall be placed in maximum 12-inch-thick (loose) lifts, each densified to, at least, 90 percent relative compaction (ASTM D 1557). When drain rock is used as trench backfill, it shall be considered a rock backfill (greater than 30 percent retained on the 3/4-inch sieve) and should be placed in maximum 12-inch-thick loose lifts, with each lift densified by at least five complete passes with approved compaction equipment and until no deflection is observed. A separator geotextile such as Mirafi® 140N shall be placed between the drain rock and any native soil backfill.

Saw-cutting and patching of affected pavement sections shall adhere to the requirements of Details 1-16 of the *SDPWC* (2011). All AB beneath asphalt pavements shall be densified to, at least, 95 percent relative compaction (ASTM D 1557). The pavement section shall match the existing structural section or satisfy the minimum section for the corresponding street classification as outlined in the Drawing No. S-1 (for the City of Sparks) *SDPWC* (2011), whichever is greater. The existing structural sections and expected minimums for the City of Sparks are summarized in Table 4 (Pavement Patching Summary). In all cases the City of Sparks' minimum would perform adequately. The thickness of some AC sections is the result of overlays, presumably over AC that is well beyond its design life.

TABLE 4 - PAVEMENT PATCHING SUMMARY

Street/Location	Street Category	Boring (B) Number	Existing Structural Section		City of Sparks Minimum	
			Asphalt Concrete (in)	Aggregate Base (in)	Asphalt Concrete (in)	Type 2, Class B, Aggregate Base (in)
4 th Street	Urban Minor Collector	B-01	6	6	4*	10*
		B-02	8.5*	5*	4	10
		B-03	7	6	4*	10*

* Delineates section with the higher structural capacity. Assumes a structural coefficients of 0.39 and 0.11 for new AC and AB, respectively (RTC, 2007). Reduced coefficients of 0.28 (AC) and 0.10 (AB) were assumed for the existing structural sections. No * indicates the section are equivalent.

Where the area to be patched extends well beyond the trench walls, subgrade soils may begin to pump and rut after the existing structural section is removed. It is common to find very moist to wet subgrade soils beneath existing pavements, as verified by our test results. Areas of soft soils will need to be over-excavated and stabilized. Typically, an over-excavation depth of 18 inches below subgrade is adequate if a woven geotextile is placed on the over-excavated surface and backfill consists of compacted AB or AC grindings. Shallow utilities may limit the depth of practical over-excavation so that geogrid/AB "sandwiches" or even cement slurry backfill may need to be used on a case-by-case basis.



Soluble sulfate content has been determined for representative samples of the site soils, and in general the results of the testing indicate that concrete in contact with the site foundation soils should experience minimal degradation due to reaction with soil sulfate in most areas. Therefore, Type 2 cement can be used with standard 4,000 pounds per square inch (psi) concrete for any PCC flatwork on this project.

Closing

This report has been prepared in accordance with generally accepted geotechnical practices. The information submitted is based on field exploration performed as described in this report. This report does not reflect soils variations that may become evident during the construction period.

This report has been produced to provide information allowing the engineer to design the project. The client is responsible for distributing this report to all designers and contractors whose work is affected by geotechnical aspects. The geotechnical engineer makes no other warranties, either expressed or implied, as to the information included in this report.

We appreciate being of service to you on this project. If you have any questions, or require any additional information, please do not hesitate to contact us.

Sincerely,

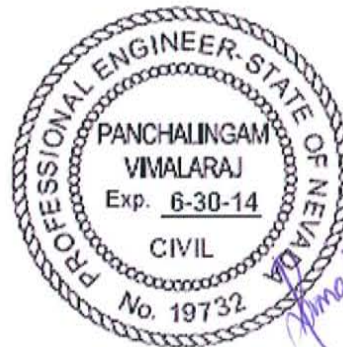
Black Eagle Consulting, Inc.



Dal Hunter, Ph.D., P.E.
Vice President

DH:VP:mrc/ajd

Copies to: Addressee (4 copies and PDF via email)



Vimal P. Vimalaraj, P.E.
Project Engineer



Enclosures: Plates 1 – Plot Plan
 Plate 2 – Boring Logs
 Plate 3 – USCS Soil Classification Chart
 Plate 4 – Index Test Results
 Plate 5 – Chemical Test Results

References

American Society for Testing and Materials (ASTM), 2012, *Soil and Rock; Dimension Stone; Geosynthetics*, Volume 4.08.

Bell, J. W. and H. F. Bonham, 1987, *Geologic Map, Vista Quadrangle*: Nevada Bureau of Mines and Geology, Map 4Hg.

Bingler, E. C., 1974, *Earthquake Hazards Map, Reno Quadrangle*: Nevada Bureau of Mines and Geology, Map 4Ai.

Code of Federal Regulations, 2010, Title 29, Part 1926, Subpart P – Excavations.

Nevada Department of Transportation (NDOT), 2007, *Standard Plans for Road and Bridge Construction*.

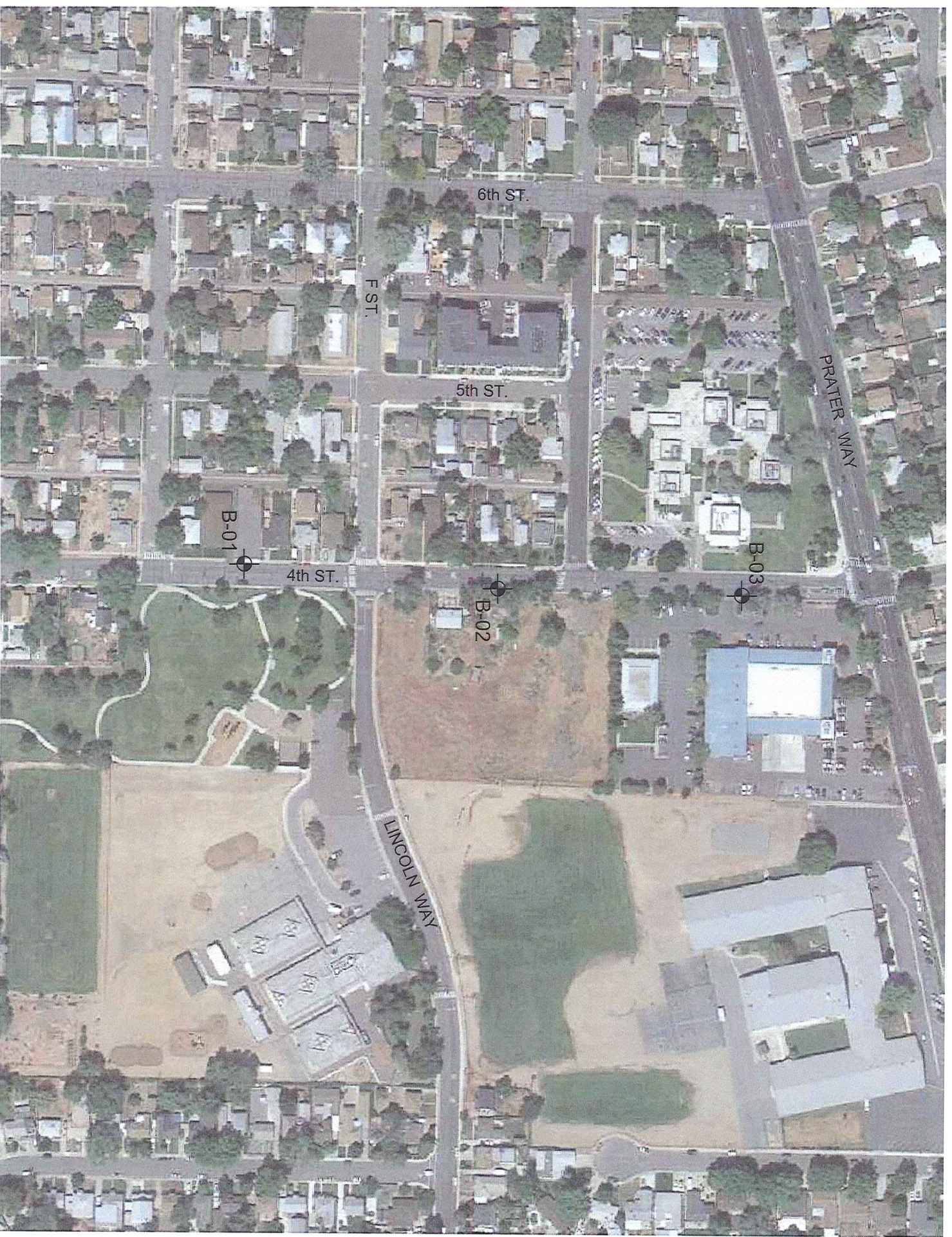
Regional Transportation Commission (RTC), 2007, *Flexible Pavement Design Manual*, Prepared by Sierra Transportation Engineers, Inc., February 2007.

Standard Details for Public Works Construction (SDPWC), 2011, (Washoe County, Sparks-Reno, Carson City, Yerington, Nevada).

Standard Specifications for Public Works Construction (SSPWC), 2012 (Washoe County, Sparks-Reno, Carson City, Yerington, Nevada).



PLATES



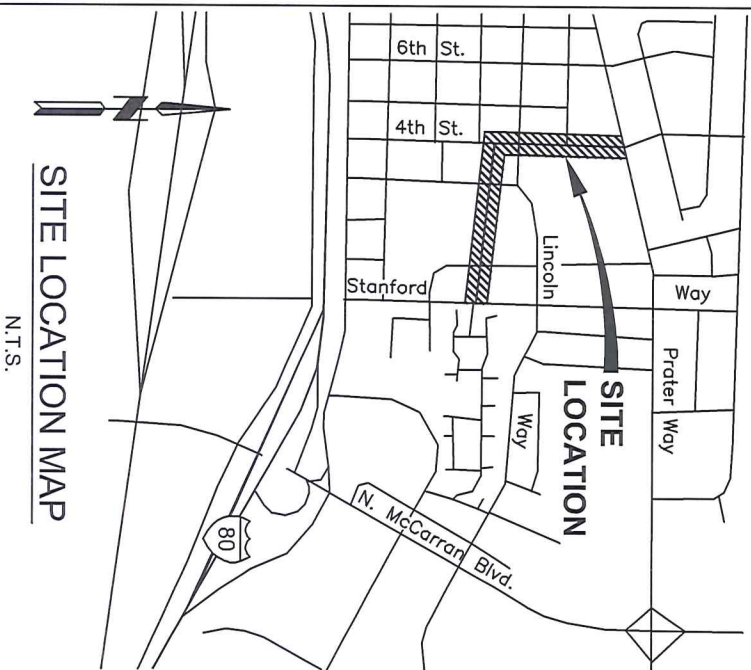
SCALE: 1"=200'

LEGEND

B-01  APPROXIMATE BORING LOCATION

NOTES

1. BASE MAP PROVIDED BY GOOGLE EARTH, INC.



SITE LOCATION MAP
N.T.S.

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Geotechnical & Construction Services
1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140
Telephone: 775/359-6800
Facsimile: 775/359-7766

CFA, INC.
PLOT PLAN
CITY OF SPARKS SEWER REHAB PROJECT 4TH STREET
SPARKS, NEVADA

Project No.
0091-40-1

Plate 1

BORING LOG

BORING NO.: B-01

DATE: 12/6/2013

TYPE OF RIG: CME 75

DEPTH TO GROUND WATER (ft): 10

LOGGED BY: MW

GROUND ELEVATION (ft): N/A

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					0			Asphalt 6-inch-thick layer of asphalt.
A	X SPT	7	20.6	10	2	GP-GM		Poorly Graded Gravel with Silt and Sand 6-inch-thick aggregate base layer that is described as brown, moist, dense to very dense, with an estimated 10% non-plastic fines, 30% fine to coarse sand, and 60% angular gravel up to 2 inches in diameter. Fill.
B	X SPT	28			4	SC		
C	X SPT	43			6	SC		Clayey Sand Brown, moist, loose, with 36% low to medium plasticity fines, 63% fine to coarse sand, and 1% angular gravel up to 0.5 inches in diameter. Clayey Sand Brown, slightly moist, medium dense, with an estimated 40% low plasticity fines, 60% fine to medium sand, and trace amounts of angular gravel up to 1.25 inches in diameter. This sample contains a crushed cobble up to 4 inches in diameter accounting for approximately 30% of this sample.
D	X SPT	38			8	GP-GM		
E	X SPT	37			10	GP-GM		Poorly Graded Gravel with Silt and Sand Brown to reddish brown, slightly moist to wet, dense, with an estimated 10% non-plastic fines, 30% fine to coarse sand, and 60% angular to rounded gravel up to 1.25 inches in diameter. The sample taken at 7.5 feet contains a broken cobble up to 4 inches in diameter accounting for approximately 25% of the sample.
F	X SPT	50 (5)			12	SM		
					14	GP-GM		Silty Sand with Gravel Brown, wet, dense, with an estimated 30% non-plastic fines, 40% fine to coarse sand, and 30% rounded gravel up to 1.25 inches in diameter. Poorly Graded Gravel with Silt and Sand Brown, wet, very dense, with an estimated 10% non-plastic fines, 30% fine to coarse sand, and 60% angular to rounded gravel up to 1.25 inches in diameter. This sample contains a broken cobble up to 5 inches in diameter accounting for approximately 40% of the sample.
					16	GP-GM		
					18			
					20			
					22			
					24			

BORING_LOG 0091401.GPJ BLKEA3LE.GDT 12/26/2013



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CFA, Inc.
Sparks Sewer Rehab Project 4th
Street
Sparks, Nevada

PROJECT NO.:
0091-40-1

PLATE:
2

SHEET 1 OF 1

BORING LOG

BORING NO.: B-02

DATE: 12/6/2013

TYPE OF RIG: CME 75

DEPTH TO GROUND WATER (ft): 11.9'

LOGGED BY: MW

GROUND ELEVATION (ft): N/A

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					0		Asphalt	Asphalt 8.5-inch-thick layer of asphalt.
A	SPT	17	14.0	21	2	SC	Poorly Graded Gravel with Silt and Sand	Poorly Graded Gravel with Silt and Sand 5-inch-thick aggregate base layer that is described as brown, moist, dense to very dense, with an estimated 10% non-plastic fines, 20% fine to coarse sand, and 70% angular gravel up to 2 inches in diameter. Fill.
B	SPT	65			4		Clayey Sand	Clayey Sand Brown, moist, medium dense, with 35% medium plasticity fines, and 63% fine to coarse sand, and 2% angular gravel up to 0.5 inches in diameter.
C	SPT	50 (5)			6		Poorly Graded Gravel with Sand	Poorly Graded Gravel with Sand Brown, moist to wet, dense to very dense, with an estimated 5% non-plastic fines, 35% fine to coarse sand, and 60% subangular to subrounded gravel up to 1.25 inches in diameter. The samples from this layer contain broken cobbles up to 6 inches in diameter.
D	SPT	32			8	GP	Poorly Graded Sand with Gravel	Poorly Graded Sand with Gravel Brown, wet, very dense, with an estimated 5% non-plastic fines, 65% fine to coarse sand, and 30% rounded gravel up to 1 inch in diameter.
E	SPT	60			10	SP	Poorly Graded Sand with Gravel	Poorly Graded Sand with Gravel Brown, wet, very dense, with an estimated 5% non-plastic fines, 55% fine to coarse sand, and 40% subangular to rounded gravel up to 1.25 inches in diameter.
F	SPT	66			12	SP	Poorly Graded Sand with Gravel	Poorly Graded Sand with Gravel Brown, wet, very dense, with an estimated 5% non-plastic fines, 55% fine to coarse sand, and 40% subangular to rounded gravel up to 1.25 inches in diameter.
					14			
					16			
					18			
					20			
					22			
					24			

BORING LOG 0091401.GPJ BLKEAGLE.GDT 12/26/2013



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Sparks Sewer Rehab Project 4th
Street
Sparks, Nevada

PROJECT NO.:

0091-40-1

PLATE:

2

SHEET 1 OF 1

BORING LOG

BORING NO.: B-03
 TYPE OF RIG: CME 75
 LOGGED BY: MW

DATE: 12/6/2013
 DEPTH TO GROUND WATER (ft): 10.5
 GROUND ELEVATION (ft): N/A

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					0	GP-GM	Asphalt	Asphalt 7-inch-thick layer of asphalt.
					2	SC	Poorly Graded Gravel with Silt and Sand	Poorly Graded Gravel with Silt and Sand 6-inch-thick aggregate base layer that is described as brown, moist, dense to very dense, with an estimated 10% non-plastic fines, 20% fine to coarse sand, and 70% angular gravel up to 2 inches in diameter. Fill.
A	SPT	58			4		Clayey Sand	Clayey Sand Brown, moist, medium dense, with an estimated 40% low plasticity fines, and 60% fine to medium sand.
					6	GP	Poorly Graded Gravel with Sand	Poorly Graded Gravel with Sand Brown, slightly moist, very dense, with an estimated 5% non-plastic fines, 35% fine to coarse sand, and 60% angular to rounded gravel up to 1.25 inches in diameter.
					8			
B	SPT	55			10		Poorly Graded Gravel with Silt and Sand	Poorly Graded Gravel with Silt and Sand Brown, wet, very dense, with an estimated 10% non-plastic fines, 20% fine to coarse sand, and 70% angular to rounded gravel up to 1.25 inches in diameter.
					12	GP-GM		
					14			
C	SPT	30 (3)			16	GP-GM	Poorly Graded Gravel with Silt and Sand	Poorly Graded Gravel with Silt and Sand Brown, wet, very dense, with an estimated 10% non-plastic fines, 30% fine to coarse sand, and 60% angular to rounded gravel up to 1.25 inches in diameter.
					18			
D	SPT	50 (5)			20	GP	Poorly Graded Gravel with Sand	Poorly Graded Gravel with Sand Brown, wet, very dense, with an estimated 5% non-plastic fines, 25% fine to coarse sand, and 70% angular to rounded gravel up to 1.25 inches in diameter.
					22			
					24			

BORING LOG 0091401.GPJ BLKEAGLE.GDT 12/26/2013



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Street
Sparks, Nevada

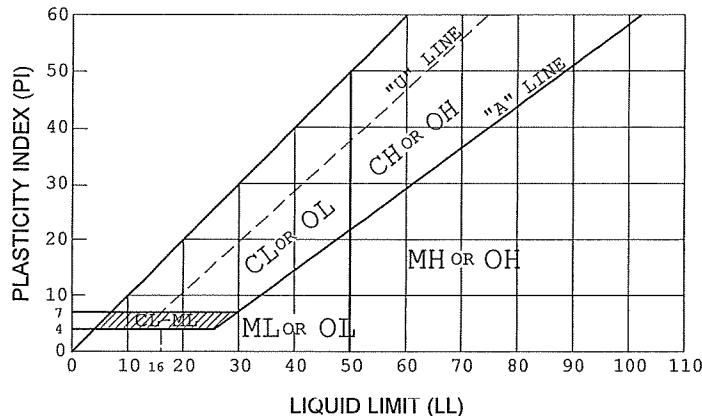
PROJECT NO.:
 0091-40-1
 PLATE:
 2
 SHEET 1 OF 1

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS	TYPICAL
			GRAPH LETTER	DESCRIPTIONS
COARSE GRAINED SOILS <small>MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE</small>	GRAVEL AND GRAVELLY SOILS <small>MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE</small>	CLEAN GRAVELS <small>(LITTLE OR NO FINES)</small>		GW WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GP POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	SAND AND SANDY SOILS <small>MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE</small>	CLEAN SANDS <small>(LITTLE OR NO FINES)</small>		SW WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SP POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SM SILTY SANDS, SAND - SILT MIXTURES
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SC CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS <small>MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE</small>	SILTS AND CLAYS <small>LIQUID LIMIT LESS THAN 50</small>		ML INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
			CL INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
			OL ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS <small>LIQUID LIMIT GREATER THAN 50</small>		MH INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
			CH INORGANIC CLAYS OF HIGH PLASTICITY	
			OH ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS				PT PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS
FILL MATERIAL				-- FILL MATERIAL, NON-NATIVE

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS.

PLASTICITY CHART



FOR CLASSIFICATION OF FINE-GRAINED SOILS AND FINE-GRAINED FRACTION OF COARSE-GRAINED SOILS

EXPLORATION SAMPLE TERMINOLOGY

Sample Type	Sample Symbol	Sample Code
Auger Cuttings		Auger
Bulk (Grab) Sample		Grab
Modified California Sampler		MC
Shelby Tube		SH or ST
Standard Penetration Test		SPT
Split Spoon		SS
No Sample		

GRAIN SIZE TERMINOLOGY

Component of Sample	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 2mm)
Sand	# 4 to #200 sieve (2mm to 0.074mm)
Silt or Clay	Passing #200 sieve (0.074mm)

RELATIVE DENSITY OF GRANULAR SOILS

N - Blows/ft	Relative Density
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
greater than 50	Very Dense

CONSISTENCY OF COHESIVE SOILS

Unconfined Compressive Strength, psf	N - Blows/ft	Consistency
less than 500	0 - 1	Very Soft
500 - 1,000	2 - 4	Soft
1,000 - 2,000	5 - 8	Firm
2,000 - 4,000	9 - 15	Stiff
4,000 - 8,000	16 - 30	Very Stiff
8,000 - 16,000	31 - 60	Hard
greater than 16,000	greater than 60	Very Hard

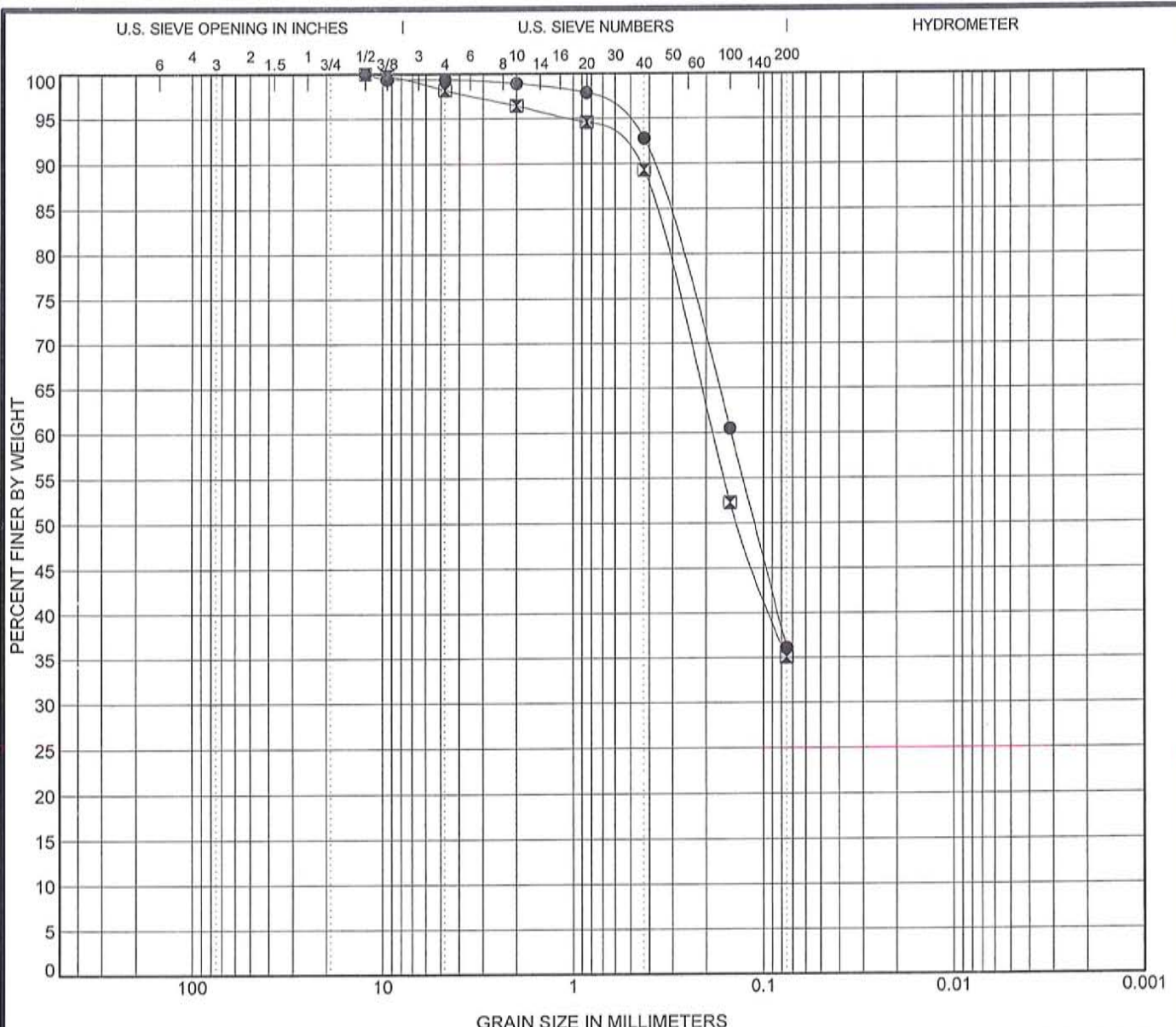
USCS CHART 0091401.GPJ US LAB.GDT 1/7/2014



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 Fax: (775) 359-7766

USCS Soil Classification Chart

Project: Sparks Sewer Rehab Project 4th Street
 Location: Sparks, Nevada
 Project Number: 0091-40-1 Plate:



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	USCS Classification	LL	PL	PI	Cc	Cu
● B-01 2.5'	CLAYEY SAND (SC)	29	19	10		
☒ B-02 2.5'	CLAYEY SAND (SC)	35	14	21		

Specimen Identification	D100	D60	D30	D10	MC %	%Gravel	%Sand	%Silt	%Clay
● B-01 2.5'	12.5	0.148			20.6	0.6	63.3		36.1
☒ B-02 2.5'	12.5	0.186			14.0	1.8	63.1		35.1

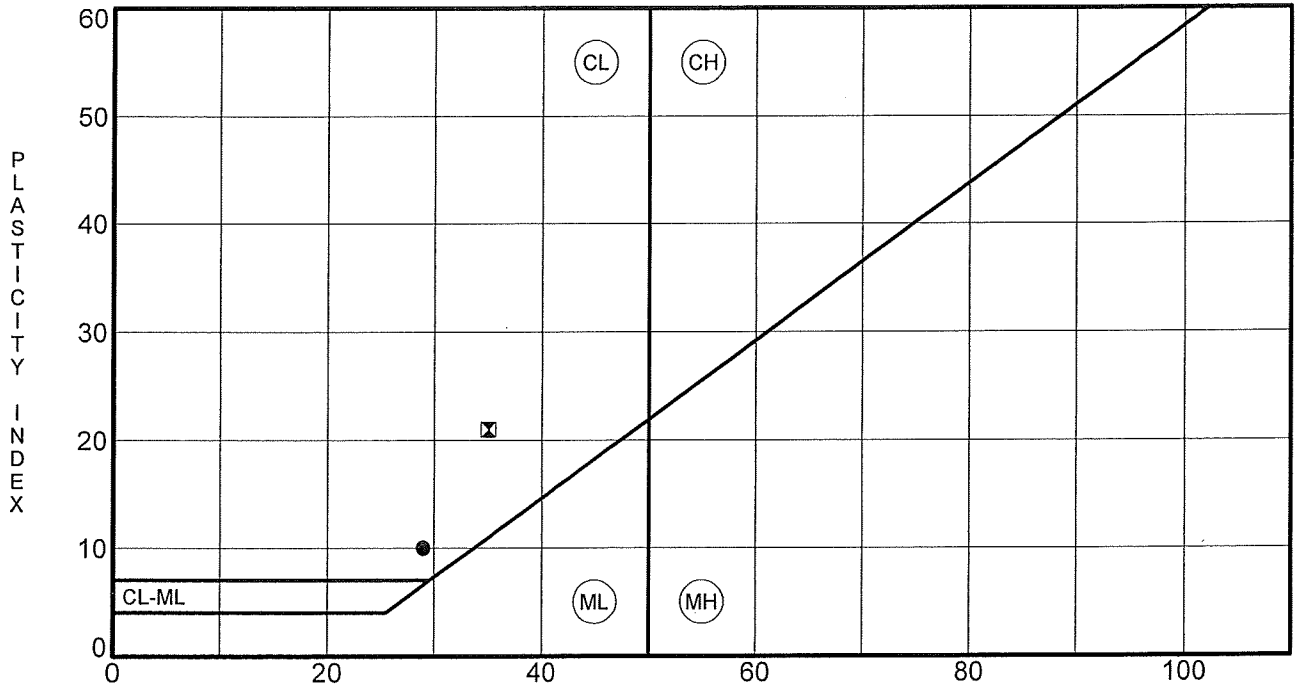


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GRAIN SIZE DISTRIBUTION

Project: Sparks Sewer Rehab Project 4th Street
 Location: Sparks, Nevada
 Project Number: 0091-40-1 Plate: Page 80a

US GRAIN SIZE2 0091401.GPJ US LAB.GDT 12/18/2013



Specimen Depth in Feet.

LIQUID LIMIT

Specimen Identification	LL	PL	PI	Fines	USCS Classification
● B-01 A 2.5'	29	19	10	36	CLAYEY SAND (SC)
☒ B-02 A 2.5'	35	14	21	35	CLAYEY SAND (SC)

US ATTERBERG LIMITS 0091401.GPJ US LAB.GDT 12/18/2013



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ATTERBERG LIMITS RESULTS

Project: Sparks Sewer Rehab Project 4th Street
 Location: Sparks, Nevada
 Project Number: 0091-40-1 Plate: 4b



Laboratory Report
Report ID: 132056

**Sierra
 Environmental
 Monitoring, Inc.**

Black Eagle Consulting, Inc.
 Attn: Pat Pilling
 1345 Capital Blvd., Suite A
 Reno, NV 89502-7140

Date: 12/18/2013
Client: BEC-100
Taken by: M. Wickes
PO #:

Analysis Report

Laboratory Sample ID	Customer Sample ID	Date Sampled	Time Sampled	Date Received	Reporting Limit	Analyst	Date Analyzed	Data Flag
S201312-0422	0091-40-1 B-01 A 2.5ft	12/6/2013	8:00 AM	12/12/2013	2	Faulstich	12/16/2013	
Parameter	Method	Result	Units	Reporting Limit	Analyst	Date Analyzed	Data Flag	
Sulfate - Ion Chromatography	EPA 300.0	25	mg/Kg	2	Faulstich	12/16/2013		

Data Flag Legend:

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 _____