

**BID FOR
A STREET ALLEY SEWER REHABILITATION**

BID # 15/16-016

PWP # WA-2016-167

BIDS DUE NOT LATER THAN: 1:45 PM ON JUNE 8, 2016

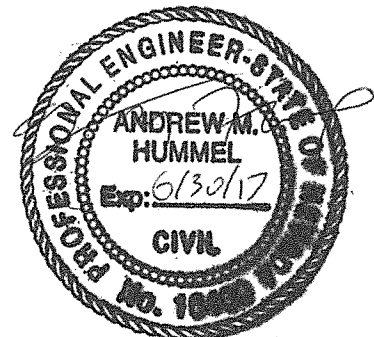
PUBLIC BID OPENING: 2:00 PM ON JUNE 8, 2016

[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
A STREET ALLEY SEWER REHABILITATION
BID #15/16-016 / PWP #WA-2016-167**

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 JUNE 8, 2016**. 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 JUNE 8, 2016**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: This project includes removal and replacement of 796 lf of 8-inch sewer main and associated laterals, removal and replacement/new construction of four sewer manholes, removal and replacement of 14,592 square feet of asphalt driveway to be replaced with reinforced PCC alley, removal and replacement of miscellaneous curb & gutter and sidewalk as necessary, removal and replacement of a single RCB that serves the North Truckee Drain, adjustment and reconnection of existing water service laterals as necessary, installation of protective bollards, construction of a PCC pedestrian access ramp complete with handrail to access the fire station, and other miscellaneous associated work activities.

PRE-BID MEETING: A **NON-MANDATORY** pre-bid meeting will be held at 9:00AM on June 2, 2016 at 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: May 25, 2016
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. _____ “Certificate of Eligibility” (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: A STREET ALLEY SEWER REHABILITATION

BID # 15/16-016, PWP# WA-2016-167

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

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

BIDDER acknowledges receipt of _____ Addenda.

 Bidder Name

 (signature)

Refer to Special Technical Section for a map depicting the street locations

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	796	LF	Install 8" SDR-35 PVC Sewer Main w/Bypass Pumping, Removal and Disposal of Existing Pipe, Temporary Patching, and All Appurtenances. Complete and in place.	\$ _____ /LF	\$ _____
2	46	EA	Remove and Replace Sanitary Sewer Laterals (4"&6") and Install Cleanout w/Temporary Patch and All Appurtenances. Complete and in place.	\$ _____ /EA	\$ _____
3	4	EA	Install Type 1 Sewer Manhole (Flat-top) w/Removal and Disposal of Existing Manhole and All Appurtenances. Complete and in place.	\$ _____ /EA	\$ _____
4	25	LF	Remove and Replace PCC Curb & Gutter w/All Appurtenances. Complete and in place.	\$ _____ /LF	\$ _____
5	133	LF	Remove and Replace PCC Post Curb w/All Appurtenances. Complete and in place.	\$ _____ /LF	\$ _____
6	221	SF	Remove and Replace PCC Sidewalk w/All Appurtenances. Complete and in place.	\$ _____ /SF	\$ _____
7	306	SF	Remove and Replace PCC Commercial Driveway Apron w/All Appurtenances. Complete and in place.	\$ _____ /SF	\$ _____

8	14,949	SF	Install PCC Alley w/Removal and Disposal of Existing Improvements, Protect Existing Utilities in Place, Adjustment of New and Existing Manholes, Cleanouts, Boxes, Valves, and Wells to New Final Grade, and All Appurtenances. Complete and in place.	\$ _____ /SF	\$ _____
9	1,202	SF	Install Permanent Bituminous Pavement Patch w/Sawcut, Removal and Disposal of Existing Pavement, and All Appurtenances. Complete and in place.	\$ _____ /SF	\$ _____
10	1	LS	Remove and Replace North Truckee Ditch Single Reinforced Concrete Box Culvert w/Protection of Existing Utilities and All Appurtenances. Complete and in place.	\$ _____ /LS	\$ _____
11	9	EA	Adjustment and Reconnection of Existing Water Service Laterals Crossing New Sewer Main w/All Appurtenances. (Contingent Item) Complete and in place.	\$ _____ /EA	\$ _____
12	8	EA	Remove and Replace Protective Bollards w/All Appurtenances. Complete and in place.	\$ _____ /EA	\$ _____
13	1	LS	Furnish and Install Handrail w/All Appurtenances. Complete and in place.	\$ _____ /LS	\$ _____
14	1	LS	Traffic Control w/All Appurtenances. Complete and in place.	\$ _____ /LS	\$ _____
15	1	LS	Force Account	\$ 30,000.00	\$ 30,000.00

<p>Total Price for A STREET ALLEY SEWER REHABILITATION</p> <p>\$ _____</p> <p>(written total bid price)</p>	<p>\$ _____</p>
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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 5% 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 **A STREET ALLEY SEWER REHABILITATION, Bid # 15/16-016**, 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.

(Printed Name of Contractor/Bidder) Contractor/Bidder: _____
BY: _____
Firm: _____
Address: _____
City: _____
State / Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____
(Signature of Principal) Signature: _____
DATED this _____ day of _____, 2016.

State of Nevada)
) SS.
County of _____)

On this _____ day of _____, in the year 2016, before me,

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

Notary's Signature: _____ My commission Expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(This form to be signed and returned at the time of bid)**

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

Signature _____ Date _____

CITY OF SPARKS, NEVADA – 5% Bid Bond

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **15/16-016**, PWP # **WA-2016-167**, for the **A STREET ALLEY 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 **A STREET ALLEY 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. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

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 \$250,000 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/publicworks_prevailingwage.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.

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- (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

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(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.):

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:

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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.

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 insurance for the types of coverage, limits of insurance and other terms specified herein, 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 no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. 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. 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/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers’ Compensation	Statutory	✓	N/A	✓
Yes	Employer’s Liability	\$1,000,000	✓	N/A	

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Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

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, or damage to the named insured’s work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

- \$2,000,000** 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, it shall be 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 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, 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. 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.

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

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. 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.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

A policy form or endorsement is required confirming coverage for 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 substitute forms providing additional insured 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.

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or 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.

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Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of 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 10/13 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 10/13.

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.

Nevada law allows the following to reject workers’ compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)

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- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

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 07/11 or substitute form providing equivalent coverage.

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

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 ten (10) days' notice 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

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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 (10) 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 suspended, voided, cancelled or non-renewed, 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:

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- 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.
- (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

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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 wishing to receive benefit of their preference status in the evaluation of bids must submit a copy of their Certificate of Bidder Preference issued by the State Contractor's Board. (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board). Contractors who do not submit a preference certificate at the time of their bid are presumed to have wished not to exercise the benefit of their preference, or do not possess the certificate of eligibility.

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.

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

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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).
- (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.

General Conditions



- (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.

General Conditions



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.

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.

General Conditions



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.

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

General Conditions



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
A STREET ALLEY SEWER REHABILITATION
Bid #15/16-016 PWP WA-2016-167

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction", Latest Edition, and adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the plans and these Special Provisions.

SECTION 1: SCOPE OF WORK

Work scope: The work includes but is not limited to removal and replacement of 796 lf of 8-inch sewer main and associated laterals, removal and replacement/new construction of four sewer manholes, removal and replacement of 14,592 square feet of asphalt driveway to be replaced with reinforced PCC alley, removal and replacement of miscellaneous curb & gutter and sidewalk as necessary, removal and replacement of a single RCB that serves the North Truckee Drain, adjustment and reconnection of existing water service laterals as necessary, installation of protective bollards, construction of a PCC pedestrian access ramp complete with handrail to access the fire station, and other miscellaneous associated work activities necessary to complete the project as stated in the plans and bid specifications. The location of the work is within the City limits of the City of Sparks, Washoe County, Nevada, and is more specifically designated in the plans for this project.

SECTION 2: SPECIAL PROVISIONS

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

SECTION 3: STANDARD SPECIFICATIONS

All materials furnished and work performed shall be done in accordance with the most current edition of the "Standard Specifications for Public Works Construction" (Orange Book) and any revisions thereto if not covered or amended by the Special Provisions. The "Standard Specifications for Public Works Construction" are herein referred to as "Standard Specifications".

SECTION 4: STANDARD DETAILS

All materials furnished and work performed shall be done in accordance with the Plan Set and the most current edition of the "Standard Details for Public Works Construction" (Orange Book) and any revisions thereto if not covered or amended by the Special Provisions. The "Standard Details for Public Works Construction" are herein referred to as "Standard Details".

SECTION 5: NOTICE TO PROCEED AND TIME SCHEDULE

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. 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 time limits. All work described in this document shall be completed within sixty (60) calendar days from the time of issuance of the Notice to Proceed.

SECTION 6: LIQUIDATED DAMAGES

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City:

- FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day delay after the sixty (60) calendar day completion time limit.

In finishing the work in excess of the dates prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges

The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

SECTION 7: EXCUSABLE DELAYS

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

SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS

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

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 bid.

SECTION 9: AUTHORITY OF THE PROJECT COORDINATOR AND INSPECTOR

All work shall be done under the supervision of the Project Coordinator acting on behalf of the City. The Project Coordinator 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. The Project Coordinators estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The Project Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Engineer.

The City shall provide an inspector who will represent the City 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 Project Coordinator.

SECTION 10: CHANGE ORDERS

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

SECTION 11: 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 location of the project.

SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS

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

SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS

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.

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 Culvert (pipe, catch basins, manholes, etc) will be allowed to be stored onsite with the approval of the Project Coordinator or inspector.

SECTION 14: PROTECTION OF EXISTING UTILITIES

The location of existing utilities and drain lines shown on the plans are not guaranteed, but indicates generally their location 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), SBC, 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 inform himself of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utilities. Any damage caused by operation of the CONTRACTOR shall be repaired by the CONTRACTOR at his own expense. It shall be the CONTRACTOR's responsibility to contact the impacted utility for any replacement hardware.

SECTION 15: CONTRACT AMOUNT

The total amount payable under this contract shall be determined by the sum of the amounts earned and the various quantities of repairs actually made and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The various quantities of repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary quantities as may be necessary.

SECTION 16: PRECONSTRUCTION CONFERENCE

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

SECTION 17: 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. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the Project Coordinator 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 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 Project Coordinator.

SECTION 18: SURFACE MOUNTED UTILITY ADJUSTMENT

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 grade of the restored surface.

SECTION 19: PRE/POST-CONSTRUCTION WALK-THRU

The CONTRACTOR, Inspector, and/or Project Coordinator shall conduct a pre and post construction walk-thru. This shall be accomplished to determine limits of construction and existing conditions at each site and the surrounding area. The CONTRACTOR should walk the site and note all existing conditions. Parking lot paving, fencing,

landscaping, etc. are within this area. Any damage and finish back to these landscapes will be included within the scope of work and no additional pay item will be allowed for this work.

The CONTRACTOR will be required to video tape the entire project 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. 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 damaged by 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.

SECTION 20: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

The CONTRACTOR shall not perform any contract work on Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and/or approved by the city Project Coordinator and as specified herein. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the City Project Coordinator and as specified herein.

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 Project Coordinator at least twenty-four (24) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Sunday, he/she shall obtain approval by the Thursday prior to work on the Sunday for which work is planned. If the CONTRACTOR plans to perform work on a legal Holiday, he/she shall first obtain approval from the City Project Coordinator at least 48 hours in advance.

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

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

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

SECTION 21: SUBMITTALS

Submittals for the following items shall be provided at the time of the preconstruction meeting and shall have been performed within the previous 12 months. Two (2) copies of each item should be submitted.

- Pipe Materials
- Reinforced Concrete Box
- Backfill materials
- Aggregate Base
- Portland Cement Concrete Mix Design

- Concrete Curing Compound
- Rebar
- Asphalt Mix Design
- Frames and Covers
- Manholes
- Geotextile Fabrics
- Bollards
- Handrail

SECTION 22: CLEANUP, DUST CONTROL, AND STORMWATER MANAGEMENT

It shall be the CONTRACTOR's responsibility to provide cleanup, dust control, and stormwater management 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 paved street areas 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. 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.

Contractor shall be responsible for preparation, maintenance, and adherence of Stormwater Pollution Prevention Plan (SWPPP), filing of Notice of Intent with NDEP, installation, maintenance, and removal of Best Management Practices (BMPs). Stormwater shall be managed in compliance with the NDEP Construction Stormwater General Permit (NVR100000, current edition). See http://ndep.nv.gov/bwpc/storm_cont03.htm for more information.

Failure of the CONTRACTOR to comply with the City'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 these Special Provisions, may be imposed.

SECTION 23: FORCE ACCOUNT

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

Force Account items as defined by the City of Sparks will be additions to the contract arising within the course and scope of the contract for incidental costs due to unforeseen circumstances. Unforeseen circumstances include but are

not limited to the following:

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

Any force account items shall be adjusted daily upon report sheets, furnished to the Project Coordinator 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 Project Coordinator.

SECTION 24: INSURANCE AND INDEMNIFICATION

The CONTRACTOR shall not commence any work nor permit a Subcontractor to commence work on this project until satisfactory proof has been presented to the City of Sparks Purchasing Division that all insurance requirements as outlined by the City have been met.

The CONTRACTOR shall provide and maintain, during the effective life of the awarded contract, Comprehensive General Liability Insurance covering the CONTRACTOR and the City of Sparks.

SECTION 25: RECORD DOCUMENTS

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

SECTION 26: LOCATION OF WORK, PUBLIC RELATIONS

It shall be the CONTRACTOR'S responsibility to notify, in writing, all residents and businesses adjacent to this project of the construction working hours and duration of work. Notification shall be provided directly to impacted properties (i.e. properties abutting the work) seven (7) calendar days prior to beginning work at that location **excepting** notification for Monday and Tuesday work shall be provided no later than 7:00 PM Thursday. Notification shall be in the form of a "door hanger" or flyer that is hand-delivered by the CONTRACTOR to each residence/business.

In the event of delays that require rescheduling of work, the CONTRACTOR shall re-notify impacted properties in the same manner as described in the paragraphs above.

SECTION 27: CONSTRUCTION STAKING AND MATERIAL TESTING

Construction staking, compaction testing, asphalt and concrete testing will be provided by the city. Twenty-four (24) hour notice must be given by the CONTRACTOR to the Project Coordinator or Inspector prior to any staking and/or testing.

**BID ITEM CLARIFICATIONS
A STREET ALLEY SEWER REHABILITATION
BID#15/16-016 / PWP#WA-2016-167**

GENERAL INFORMATION

Unless indicated otherwise within the specific bid item as described in this section, the Design Engineer's estimated quantity, as contained in the quote schedule, shall be the final pay quantity.

The Design Engineer's estimated quantity, as contained in the bid schedule, is based on the details and dimensions shown on the drawings and no guarantee is made that the quantity, which can be determined by computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity contained in the bid schedule and the quantity or summation of quantities for the same item shown on the drawings, payment will be based on the quantity contained in the bid schedule.

For bid items which are paid based on field measurement, the Design Engineer's representative and the Contractor shall agree upon the quantity daily at which time it shall be recorded and initialed by both the Contractor and the Design Engineer's representative in the Design Engineer's representatives' field report.

CLARIFICATIONS:

Technical Specifications are per the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Item 1 – Install 8” PVC Sewer Main

This item includes providing all labor, materials, equipment, tools, excavation, trenching, compaction, loading, hauling, unloading, and all incidentals necessary to complete the installation of 8-inch SDR 35 PVC sewer pipe. Pipe shall be furnished complete with all joining materials and other necessary appurtenances. All damaged or defective pipe and appurtenances shall be rejected and removed from the Project Site. The work shall include, trenching, dewatering, shoring, bedding, backfill, compaction, disposal of existing pipes, valves and appurtenances, installation of new pipe, connections to new/existing manholes or pipe, sealing of manhole terminations, finishing of the connections to new/existing manholes, disposal of excavated materials, temporary pavement patching, incidentals and appurtenances necessary to complete the pipeline installation work. This item shall also include bypass pumping using noised suppressed equipment as needed through the course of construction (bypass pumping shall have redundancy per specs), removal of the existing sewer main to accommodate the installation of the new replacement sewer main per the project drawings and project specifications, the legal disposal of the sewer main materials and incidentals at a suitable facility, and a temporary pavement patch.

Payment for this item will be based on the contract unit prices per Linear Foot for Install 8” PVC Sewer Main, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 2 – Remove and Replace SS Laterals and Install Cleanout

This item includes providing all labor, materials, equipment, tools, excavation, trenching, dewatering, compaction, shoring, bedding, backfill, loading, hauling, unloading, and all incidentals necessary to excavate the existing sewer service lateral, replacement of existing lateral with new PVC lateral from new main location to the connection to the existing lateral near the Right-of-Way line, installation of “two-way” cleanout at locations as shown in the drawings, pipe connections and fittings, disposal of excavated materials, narrow trench construction, and temporary pavement patching. Installation shall be in accordance with the City of Sparks requirements, 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 Replace SS Laterals and Install Cleanout, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 3 – Install Type 1 Sewer Manhole

This item includes providing all labor, materials, equipment, tools, excavation, trenching, dewatering, compaction, shoring, bedding, backfill, loading, hauling, unloading, and all incidentals necessary to complete the installation of Type 1 Sewer Manholes at locations as shown in the drawings. This item also includes installation of hinged manhole frames and covers to be provided by the City of Sparks as shown in the project drawings, placement of the barrel or box, cone (flat-top), grade rings, temporary asphalt patching, bypass pumping using noised suppressed equipment as needed through the course of construction, the removal of the existing sewer manholes to accommodate the installation of the new sewer manholes per the details shown on the project drawings, the legal disposal of the sewer manhole materials and incidentals at a suitable facility, and delivery of the existing frame and cover to the City of Sparks Corporate Yard. Installation shall be in accordance with the City of Sparks requirements, 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 Install Type 1 Sewer Manhole, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 4 – Remove and Replace PCC Curb & Gutter

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete Type I Curb and Gutter at locations shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings and the removal of the existing curb, gutter, base and/or subgrade to accommodate the installation of the new curb, gutter and base per the details shown on the project drawings. This item also includes the loading, hauling, and legal disposal of the removed curb, gutter, base, and/or subgrade materials at a suitable facility. The curb and gutter to be removed is indicated in the project drawings. Sawcutting is required such that the removal lines are neat and straight so that the replacement curb and gutter to be constructed will blend into existing improvements and provide a contiguous appearance. Installation shall be in accordance with the City of Sparks requirements, 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 Linear Foot for Type 1 Curb and Gutter, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 5 – Remove and Replace PCC Post Curb

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete Post Curb at locations and heights as shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings, the removal of the existing ac or pcc curb, base and/or subgrade to accommodate the installation of the new curb and base per the details shown on the project drawings. This item also includes the loading, hauling, and legal disposal of the removed curb, base, and/or subgrade materials at a suitable facility. The curb to be removed is indicated in the project drawings. Sawcutting is required such that the removal lines are neat and straight so that the replacement curb to be constructed will blend into existing improvements and provide a contiguous appearance. Installation shall be in accordance with the City of Sparks requirements, 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 Linear Foot for Post Curb, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 6 – Remove and Replace PCC Sidewalk

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete sidewalk at locations as shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings, the removal of the existing sidewalk, base and/or subgrade to accommodate the installation of the new sidewalk and base per the details shown on the project drawings. This item also includes the loading, hauling, and legal disposal of the removed sidewalk, base, and/or subgrade materials at a suitable facility. The sidewalk to be removed is indicated in the project drawings. Sawcutting is required such that the removal lines are neat and straight so that the replacement sidewalk to be constructed will blend into existing improvements and provide a contiguous appearance. Installation shall be in accordance with the City of Sparks requirements, 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 Square Foot for Install Sidewalk, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 7 – Remove and Replace PCC Commercial Driveway Apron

This item includes providing all labor, materials, equipment, tools, excavation, loading,

hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete Commercial Driveway Apron at locations as shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings, installation of rebar as shown in the project drawings, the removal of the existing driveway apron, base and/or subgrade to accommodate the installation of the new commercial driveway apron and base per the details shown on the project drawings. This item also includes the loading, hauling, and legal disposal of the removed driveway apron, base, and/or subgrade materials at a suitable facility. The driveway apron to be removed is indicated in the project drawings. Sawcutting is required such that the removal lines are neat and straight so that the replacement Commercial Driveway Apron to be constructed will blend into existing improvements and provide a contiguous appearance. 6” concrete curb adjacent to commercial driveways shall be paid with the square footage of commercial driveways. Only the face of curb above grade and top of curb shall be included in square footage calculation. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Curb and gutter adjacent to commercial driveways will be paid with the square footage of the commercial driveway and rebar shall extend into the curb and gutter section.

Payment for this item will be based on the contract unit prices per Square Foot for Install Commercial Driveway Apron, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 8 – Install PCC Alley

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete Alley at locations as shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings, installation of rebar as shown in the project drawings, the removal of the existing asphalt, PCC pavement, Brick Pavers, PCC valley gutter, base and/or subgrade to accommodate the installation of the new PCC alley and base per the details shown on the project drawings and Geotechnical Report Titled “Geotechnical Investigation Report for City of Sparks 2016 Sewer Replacement, Phase 1” dated April 2016.

This item also includes the loading, hauling, and legal disposal of the removed asphalt, PCC pavement, Brick Pavers, PCC valley gutter, base, and/or subgrade materials at a suitable facility. The materials to be removed are indicated in the project drawings. Sawcutting is required such that the removal lines are neat and straight so that the replacement PCC Alley to be constructed will blend into existing improvements and provide a contiguous appearance. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Included in this item is the Protection of existing gas, water, electrical, and telephone facilities in place, including utility poles and guy wires. Exploratory excavations are at the Contractor’s expense. The Contractor shall bear full responsibility for the protection of all

utilities.

Included in this item is providing all labor, materials, equipment, tools, excavation, compaction, and all incidentals necessary to complete adjusting the grade of existing manholes, catch basins, water and gas valves, utility boxes and vaults, monuments and other facilities in conflict with the paving work per Orange Book Specifications. This item shall also include installation of new concrete collars. Installation shall be in accordance with the City of Sparks requirements, 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 Square Foot for Install PCC Alley, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 9 – Install Permanent Bituminous Pavement Patch

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Permanent Bituminous Pavement Patch at locations as shown in the drawings and Geotechnical Report Titled “Geotechnical Investigation Report for City of Sparks 2016 Sewer Replacement, Phase 1” dated April 2016 . This item includes sawcutting and removal of existing asphalt improvements, subgrade preparation, providing, installing, and compacting base material, tack coat, providing, installing and compacting bituminous plantmix, protection against vandalism, temporary access ramps, and incidentals necessary to complete each item as specified. Aggregate base and Asphalt Concrete pavement placement shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Included in this item is the Protection of existing gas, water, electrical, and telephone facilities in place, including utility poles and guy wires. Exploratory excavations are at the Contractor’s expense. The Contractor shall bear full responsibility for the protection of all utilities.

Included in this item is providing all labor, materials, equipment, tools, excavation, compaction, and all incidentals necessary to complete adjusting the grade of existing manholes, catch basins, water and gas valves, utility boxes and vaults, monuments and other facilities in conflict with the paving work per Orange Book Specifications. This item shall also include installation of new concrete collars. Installation shall be in accordance with the City of Sparks requirements, 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 Square Foot for Install Permanent Bituminous Pavement Patch, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 10 – Remove & Replace North Truckee Ditch Single RCB Culvert

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the removal and installation of the North Truckee Ditch Single Reinforced Concrete Box Culvert at locations as shown in

the drawings. This item includes installation and compaction of associated structural fill as shown in the project drawings, installation of cast-in place reinforced box culvert as shown in the project drawings, the removal of the existing reinforced concrete box, base and/or subgrade to accommodate the installation of the new reinforced concrete box culvert and structural fill per the details shown on the project drawings. This item also includes the loading, hauling, and legal disposal of the removed reinforced concrete box culvert, base, and/or subgrade materials at a suitable facility. The reinforced concrete box culvert to be removed is indicated in the project drawings. Sawcutting is required such that the removal lines are neat and straight so that the replacement reinforced concrete box culvert to be constructed will blend into existing improvements and provide a contiguous appearance. The North Truckee Ditch will be flowing during construction, bypass pumping or temporary piping will be required to perpetuate 300 gpm during construction. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Nevada Department of Transportation's Standard Plans and Specifications for Road and Bridge Construction, latest edition.

Payment for this item will be based on the contract unit prices per Lump Sum for Remove & Replace North Truckee Ditch Single RCB Culvert, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 11 – Adjustment and Reconnection of Existing Water Service Laterals Crossing New Sewer Main (Contingent Item)

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the adjustment of existing water service laterals at locations shown in the drawings. This item includes installation of 3/4" – 1" polyethylene pipe to the existing water service line required to provide a complete operable water service lateral. Connection of the new polyethylene pipe to the existing water service line shall be made using a transition coupling. The work includes trenching, excavation, removal and disposal of existing unsuitable materials, remove existing pipe, disposal of said pipe, installation of new pipe, fitting for horizontal and vertical offsets, couplers, new service line, restraints, asphalt concrete removal, bedding, backfill, compaction, temporary pavement patching, and all other appurtenances required to complete water service lateral reconnection. Upon completion of testing, the water service lateral can be placed and connected to existing services. The homeowner shall be given 48-hours written notice of the shutdown with the date, time of shut down, and a phone number of the contractor for any customer questions and comments. Customer outages shall be minimized.

Payment for this item shall be made on the applicable unit price for each adjustment and reconnection of existing water lateral. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified.

This item shall be considered a contingent item. The quantity indicated in the Base Bid - Schedule of Prices 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 contained in the Base Bid - Schedule of Prices shall not constitute a basis for claim by the Contractor for extra payment or changed conditions.

The final pay quantity shall be by field measurement per each complete in place.

Item 12 – Remove and Replace Protective Bollards

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Protective bollards at locations as shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings, the removal of the existing bollards, base and/or subgrade to accommodate the installation of the new protective bollards and base per the details shown on the project drawings. This item also includes the loading, hauling, and legal disposal of the removed bollards, base, and/or subgrade materials at a suitable facility. The protective bollards to be removed are indicated in the project drawings. Installation shall be in accordance with the City of Sparks requirements, 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 Install Protective Bollards, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

Item 13 – Furnish and Install Handrail

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of steel ADA handrail at locations as shown in the drawings. This item includes fabrication and installation of an ADA accessible handrail as shown in the project drawings. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book) latest edition, ADA and ABA accessibility guidelines latest edition, and the 2012 International building code.

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

Item 14 – Traffic Control

This item is the provision of traffic control in accordance with these Specifications for all items in the base bid. The work comprising the unit price bid, per lump sum, for this item shall consist of all labor, equipment, materials and incidentals necessary to comply with these Specifications including, but not limited to, preparation and distribution of plans, notices and reports; setup, removal and maintenance of all barricades, signs (including custom signs), channelizing devices, barrels, cones, flag persons, detours, pilot cars, arrow boards, and message boards; temporary striping; temporary paving; temporary aggregate base; and plantmix bituminous ramps.

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 traffic control shall be made at the contract unit price bid per lump sum for entire project. If, for any reason, a portion of the project is deleted, the Engineer may deduct an appropriate percentage

of the lump sum payment for that portion of the traffic control work deleted.

Item 15 – Force Account

The force account amount set forth in the Bid Schedule shall be the same of all contractors providing bids. This amount shall cover furnishing of materials, equipment and labor and all incidentals for any work not included in the plans and specifications that may be directed by the City of Sparks. This quote item has been established to compensate for any costs allowed as a result of unforeseen interferences, changes to the work, or other items in connection with constructing the improvements, which require work or material by the Contractor in addition to those items included in the Contract. The amount to be included in the Contract for such work shall be set forth in the bid schedule and must be included in the total for this bid.

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
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**TECHNICAL SPECIFICATIONS
A STREET ALLEY SEWER REHABILITATION
BID#15/16-016 / PWP#WA-2016-167**

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**TECHNICAL SPECIFICATIONS
A STREET ALLEY SEWER REHABILITATION
BID#15/16-016 / PWP#WA-2016-167**

CLARIFICATIONS:

Technical Specifications are per the Standard Specifications for Public Works Construction (Orange Book), latest edition. Herein referred to as the “Standard Specifications.”

APPLICABLE PUBLICATIONS:

The publications listed form a part of these specifications to the extent referenced. The publications are referred to in the text by the basic designation only.

1. The Standard Specifications for Public Works Construction (Orange Book), Latest Edition
2. Nevada Department of Transportation (NDOT) Standard Specifications for Road and Bridge Construction, Latest Edition
3. The International Building Code, Latest Edition
4. Truckee Meadows Water Authority (TMWA) Engineering & Construction Standards
5. American Society for Testing and Materials (ASTM) Publications.
6. American Association of State Highway and Transportation Officials (AASHTO) Publications.

SECTION 301

REMOVAL OF EXISTING FACILITIES

PART 1 - GENERAL

Furnish all labor, equipment, and incidentals necessary for removal of existing improvements, including the removal and disposal of all materials to construct the work as shown.

PART 2 – MATERIALS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 – Existing Facilities to remain

- A. Existing facilities whether above or below grade shall be protected from damage by the Contractor’s operations. Any damage shall be repaired to the satisfaction of the Project Representative at the Contractor’s expense.
- B. The locations of existing underground utilities shown on the drawings were determined from various sources. It is the Contractor’s responsibility to determine the actual location of underground facilities as noted in the design drawings. Potholing shall be required and shall be incidental to the most appropriate bid item.
- C. Contractor shall be fully and solely responsible for locating sanitary sewer laterals. Repair of sanitary sewer laterals damaged during locating and/or construction activities shall be repaired per the City of Sparks standards.

- D. Removal and disposal of any abandoned utilities, facilities, and/or structures encountered during excavation shall be considered incidental to the work being performed with NO DIRECT PAYMENT to the Contractor.
- E. Irrigation Systems - In the event an existing irrigation system is damaged, it shall be repaired within twenty-four (24) hours. The Contractor shall be required to provide water to the affected area until such time the irrigation is repaired to the satisfaction of the Engineer. Repair or replacement of damaged irrigation parts and/or system shall be made with the same brand name and model or approved equal.

3.2 – Removal of Materials

- A. The existing A.C. pavement surface on all permanent patches shall be cut back on all sides of the trench a distance of not less than nine (9) inches from the trench edge or as directed by the Engineer. This shall be accomplished with an abrasive type saw and the cuts shall be straight.
- B. The removal of composite surfaces for roadway reconstruction consists of the removal of all materials including bituminous, or PCC surfaces, aggregate base, and subgrade to the limits necessary to accommodate the new road base and surface. After removal of composite surface densify the bottom of the existing subgrade to not less than 90 percent compaction per ASTM D1557.
- C. Curb and gutter removal limits shall be from the back of curb to the proposed lip of gutter and from the existing top of curb to the bottom of the proposed aggregate base under the proposed curb and gutter. The contractor shall be required to achieve a vertical, neat line in a location appropriate for the method of curb and gutter placement chosen. The Contractor shall match the existing top of curb and maintain the uniform flow line of the gutter. If a uniform flow line does not exist, the Contractor shall establish a uniform flow line as directed by the Engineer.
- D. Curb, curb and gutter, sidewalk, driveway aprons, pedestrian ramps, sanitary sewer, manholes, sanitary sewer mains, bollards, pcc structures, and pavers to be removed are shown on the improvement plans. Manholes are to be completely removed including the manhole base unless specified otherwise on the Improvement Plans or in these Specifications. Areas where structures are removed surface shall be restored to match the surrounding area as directed by the Engineer. All materials removed shall be hauled from the site at the Contractors expense unless otherwise specified.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for the removal and disposal of bituminous pavement, concrete, base rock, or native subgrade, cobble or boulders required to meet the depth necessary to achieve the elevations and grades noted on the Improvement Plans. There shall be no direct payment for sawcutting and removing existing extended and/or overlaid gutter pans necessary to install improvements and perform the construction specified. Compensation for removal of existing improvements required to perform the construction operations specified shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor.

END OF SECTION

SECTION 302**SUBGRADE PREPARATION****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for the preparation of natural, filled, or excavated subgrade material prior to placement of additional fill and/or improvements.

PART 2 – MATERIALS**2.1 – Geosynthetics**

Geostabilization fabric for use on top of subgrade shall be Mirafi HP370 or approved equal.

PART 3 – EXECUTION**3.1 - Preparation of subgrade**

- A. Subgrade preparation shall conform to the Standard Specifications.
- B. When pavement patching or reconstruction is made over existing base, the top six inches of existing base to remain shall be scarified, moisture conditioned, and compacted.
- C. Areas designated for new construction, reconstruction and pavement patches where new aggregate base is to be placed, the top six inches of subgrade shall be scarified, moisture conditioned, and compacted. A geostabilization fabric shall be placed over the subgrade. Reference Geotechnical Report Titled “Geotechnical Investigation Report for City of Sparks 2016 Sewer Replacement, Phase 1” dated April 2016.

3.2 – Relative Compaction

- A. Relative Compaction shall conform to the Standard Specifications.
- B. Relative compaction for item A, in Subsection 302.3.1 of these Specifications shall be 95% of maximum dry density as determined by ASTM D1557.
- C. Relative compaction for item B, in Subsection 302.3.1 of these Specifications shall be 90% of maximum dry density as determined by ASTM D1557.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for subgrade preparation including supply and placement of sub-base material. Compensation for subgrade preparation required to perform the construction operations specified shall be considered as included in the price bid for other items of work for which the subgrade is prepared.

END OF SECTION

SECTION 305**TRENCH EXCAVATION AND BACKFILL****PART 1 – GENERAL**

Furnish all materials, equipment and labor for excavating, trenching, backfilling and temporary patching of all sanitary sewer work delineated on the Improvement Plans, in these Specifications or as directed by the Engineer.

The Contractor shall verify all inverts, sizes of connection point, confirm grades, and make exploratory excavations as required to locate all possible conflicting utilities and notify the Engineer in writing of all conflicts prior to ordering materials and prior to commencement of underground construction.

It is anticipated that storm, surface and ground or other waters will be encountered at various times during the work herein contemplated. The contractor shall be responsible for all removal of said water to facilitate the work. All costs associated with removal of groundwater including, but not limited to, bypass pumping shall not be subject to additional payment and be included in applicable pipe installation bid item. Disposal of groundwater into the storm drain system shall not be allowed. The Contractor, by submitting a Proposal, acknowledges that they have investigated the risks arising from such waters and has prepared the Proposal accordingly, and the Contractor by submitting a Proposal assumes all of said risk.

The Contractor shall conduct their operation in such a manner that storm or other waters may proceed uninterrupted along their existing street and drainage courses. Drainage of water from existing catch basins and inlets shall be maintained at all times. Diversion of water for short reaches to protect construction in progress will be permitted if public or private properties are not damaged, or in the opinion of the Engineer, are not subject to probability of damage.

If public or private property becomes damaged by flood or other waters because of the Contractor's operations, the Contractor shall repair such damage to the satisfaction of the appropriate owner at their expense. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water will be permitted by the Engineer.

Wherever necessary in order to provide proper evacuation of water from the trench and construction area, the Contractor shall at their expense, furnish and operate all necessary pumping equipment, drainage sumps, wellpoint systems and other drainage facilities. Discharge of pumpage shall be at points approved by the Engineer.

PART 2 – MATERIALS**2.1 – Trench Backfill Material for Sanitary Sewer Pipe**

Trench backfill material shall be aggregate base materials that conform to the requirements of Section 200.01.03 – “Crushed Aggregate Base” Type 2, Class B or Section 200.01.04 -- “Recycled Aggregate Base” Type 1 (Import) of the Standard Specifications. Crushed or pulverized asphalt concrete, not meeting these requirements, will not be acceptable as aggregate base.

2.2 – Bedding Material for Sanitary Sewer Pipe

The bedding materials shall conform to the requirements of Section 200.03.04 “Class C Backfill” of the Standard Specifications. A Geotextile fabric conforming to these Specifications shall be used with Class C Backfill. It shall be placed between the backfill and the pipe zone.

2.3 – Geosynthetics

Filter fabric shall be non-woven MIRAFI 180N or approved equal.

PART 3 – EXECUTION**3.1 – Maximum length of open trench**

Maximum length of open trench shall be 300 feet or the amount that can be excavated, pipeline installed, and backfilled within one working day, whichever is less. For work across roads (transverse cuts) the maximum length of open trench shall be 200 feet. The length of time that intersections are closed to traffic must be kept to a minimum. All vehicle travel lanes affected by construction activities shall be opened to traffic before the end of each working day except where approved by the Engineer, or specifically indicated on the construction drawings.

The trench shall be backfilled before the end of each working day. The Contractor may use steel plating over excavations to satisfy the vehicle travel lane requirements before backfill and temporary pavement placing is completed. The use of steel plates shall conform to the following requirements:

- A. Steel plating shall be flush to existing grade with cold mix applied underneath and around all edges of plate to prevent vibration and minimize noise when vehicles travel over plate.
- B. Use plate locks around the perimeter of the road plate or plates. Plate Locks should not be extended beyond the end of the road plate.
- C. The appropriate sized Plate Shims shall be placed under the road plate where there is not direct contact with the road surface giving the plate full bearing aligning Plate Shim holes with Plate Locks mounting holes as per the manufacturers’ recommendations.
- D. 3/8” x 4” threaded concrete anchors with washers shall be placed through the Plate Locks and Plate Shim securing holes into the road surface.
- E. Spacing for the concrete anchors shall be at minimum intervals of 24” or less. Anchor a minimum of 4” and a maximum of 8” from each end. Under high traffic conditions, more frequent spacing may be required to eliminate plate creep.

- F. A “non-slip” surface plate shall be used in crosswalks or high pedestrian areas.
- G. Warning signs must be appropriately placed to caution motorists.
- H. Plate lock holes shall be filled with an epoxy grout. Excessive damage to existing asphalt due to plate locks shall be repaired to the satisfaction of the Engineer.

Steel trench plates will not be allowed if snow or freezing temperatures are expected.

3.2 – Trench Width

The trench width shall be kept to a minimum within all areas due to existing underground utility conflicts. All conflicting utilities shall be supported in the trench section or removed and replaced. Above ground utilities shall also be supported where necessary. No additional compensation will be allowed the contractor including, but not limited to, additional excavation, backfill, paving and surface restoration for wider trench widths greater than the minimum.

3.3 - Shoring

Shoring and bracing shall conform to the Standard Specifications and Federal OSHA Safety and Health Standards. In addition to the Standard Specifications, all shoring, sheeting, sheet piling, lagging, and bracing shall be accomplished in such a manner as to maintain the required excavation or trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation. Horizontal strutting below the barrel of a pipe and the use of pipe as support is not acceptable. The construction of sheeting, shoring, and bracing shall not disturb the state of soil adjacent to the trench and below the excavation bottom.

3.4 – Bedding

In addition to the Standard Specifications, bedding material shall be placed to the limits specified in the Improvement Plans or as shown on the Standard Details. Bedding material shall be compacted to 90% of maximum dry density. Compaction by jetting will not be permitted. Bedding material required for the work day use may only be stored within the limits of the section under construction that is properly cordoned off by traffic control.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for trench excavation, bedding, trench backfill (native and/or imported), filter fabric and densification. Compensation for trench excavation, bedding, trench backfill (native and/or imported), filter fabric, densification and temporary patching as specified to perform the construction operations shall be considered as included in the linear foot price bid for the applicable sanitary sewer main replacement bid items, and no additional compensation will be allowed the Contractor.

END OF SECTION

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SECTION 306**SANITARY SEWER CONSTRUCTION****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for installation of sanitary sewer mains and laterals.

PART 2 – MATERIALS**2.1 – PVC solid wall sanitary sewer pipe**

Materials for PVC sanitary sewer shall conform to the Standard Specifications unless otherwise specified in these specifications. SDR-35 PVC sewer pipe shall meet the requirements of ASTM D2412, and shall meet the minimum stiffness of 46 P.S.I. as defined by the requirements of ASTM D3034 or ASTM F679 applied based on diameter. PVC pipe shall be joined by means of gasketed bell and spigot joints and shall have a home mark on the spigot end to indicate proper penetration when joint is made.

2.2 – Pipe connections

Pipe clamps shall be stainless steel, including bolts and lugs as manufactured by JCM Industries Type 108 or approved equal. Contractor shall furnish full circle, universal clamp couplings with a minimum three-sixteenths (3/16) inch thick neoprene, grid-type gasket. Clamps shall be constructed to fit outside diameter of pipe. Minimum clamp length shall be eighteen (18) inches for replacement pipe O.D. of less than ten and three-quarters (10.75) inches. Flexible couplings shall conform to ASTM C425, as manufactured by Fernco, series 5000 strong back RC couplings or approved equal.

2.3 – Pipe pillows at main connections

The concrete pillow shall be Portland Cement Concrete (P.C.C.), 3,000 PSI minimum compressive strength at 28 days, minimum of six sacks of cement per cubic yard with a slump of one to four inches.

2.4 – Mechanical service lateral connections

Push on “wye” fittings shall be used for all service lateral connections into mains 8” to 15” unless otherwise approved.

PART 3 – EXECUTION**3.1 – Quality control**

Testing and inspection of new installations shall conform to Section 336 of these Specifications. The replacement pipe shall not have sags and/or bellies in the main that cause pooling. Contractor shall repair or replace any section of new sewer pipe with sags/bellies at their own expense.

3.2 – Gravity lines

Construction of gravity lines including sewer service laterals shall conform to Standard Specifications Subsection 306. In addition to the Standard Specifications, all sanitary sewer pipe shall be constructed with SDR-35 PVC. Sanitary sewer pipe shall be laid from the downstream discharge point or connection point to the existing system. The new system shall be constructed so laterals are connected so that any sanitary sewer/storm runoff will drain freely. Sanitary sewer shall be laid with the socket or collar ends of the pipe upgrade unless otherwise authorized by the Engineer. Bell and spigot ends shall be cleaned and lubricated just prior to installation. Pipe shall not be stuck past the home mark.

Fernco flexible couplings or approved equal may be utilized for field joining new pipe to existing pipe at all connection locations. Connections shall be watertight. A concrete pillow shall be constructed beneath the new pipe connection for support. The pillow material shall conform to Section 306.2.3 of these Specifications. The pillow shall have a minimum coverage of six (6) inches under the pipe and the length shall be determined in the field by the Engineer. Contractor shall allow sufficient time for concrete pillow to cure and harden prior to backfill. Contractor shall note it is critical that the transition flowlines at pipe junctions are flush and smooth. Joints that have settled causing a vertical offset or separation at the pipe connection flowline shall be repaired at the contractor's expense.

Connections to different types of pipe shall be made by means of flanges, specified adapters, or transition fittings. Where sleeve type couplings are used, both shall be uniformly torqued in accordance with pipe manufacturer's recommendation. Foreign material shall be removed from the interior of the pipe prior to assembly.

Prior to starting construction/excavation of sewer pipe between any two manholes, the Contractor shall verify the location of all sewer laterals serving each parcel or structure delineated within the area identified on the plans regardless if the sewer lateral is shown on the plans or not. For sewer laterals confirmed to be modified by the proposed improvements, the Contractor shall pothole and verify the physical location, depth and size of the sewer laterals along the alignment at the sewer lateral point of connection. This information shall be provided to the Engineer at least 48 hours in advance of starting sewer pipe construction/excavation.

3.3 – Conflicting Utilities

The Contractor shall verify all inverts and make exploratory excavations (potholing) as required to locate all possible conflicting utilities and notify the Engineer in writing of all conflicts at least forty-eight (48) hours prior to commencement of any underground construction unless stated otherwise on the Construction Drawings.

The Contractor shall coordinate the relocation of existing private utilities to be performed by said private utility where shown on the improvement plans and where it is determined during construction that said relocation will be necessary due to conflicts with new facilities to be installed or constructed under this Contract.

The Contractor shall cooperate fully with all utility forces, other Contractors, and forces

of other public or private agencies engaged in any type of work which may interfere with the progress of the Contractor's work. The Contractor shall schedule the work so as to minimize any interference with the hereinbefore mentioned forces.

3.4 – Construction Debris

The Contractor shall in no way interfere with the operation of existing sewers, storm drains or other pipelines, except as specified herein and shall exercise every precaution to ensure that debris and material from construction operations do not enter the sewer system. Any debris or blockage entering into the sewer or storm drain as a result of the Contractor's work shall be immediately removed at the Contractor's expense.

3.5 – Bypass pumping

Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the construction work in accordance with these Specifications.

Sanitary sewer mains shall remain in service at all times throughout the duration of the project. Contractor shall be responsible for diverting flow away from the limits of construction through the use of bypass pumping or flow diversions with prior approval by the Engineer.

Service to laterals shall be disrupted for a period of no more than 8 hours. Laterals within residential areas shall only be out of service between the hours of 8:00 am to 5:00 pm, Monday through Friday. Laterals within business areas shall be addressed on a case by case basis. If Contractor feels that it is necessary to disrupt lateral services for a period longer than 8 hours, Contractor shall provide alternate means of service without disrupting use of the service by the owner/resident.

Bypass routing shall be the responsibility of the Contractor.

Project bypass pumping system requirements are defined below. Projects that are in environmentally sensitive areas or that have high sewage flows may require addition site specific measures.

Criterion 1 Bypass Pumping System with flows equal to or less than 2.5 MDG

Contractor shall maintain on site, the following minimum requirements for all bypass pumping systems:

1. Sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. The COMPLETE bypass system, including all piping, shall be continuously monitored by Contractor personnel.
2. A system of pumps and piping operating on site to maintain a minimum 50% over capacity of the anticipated maximum flow (as determined by the Contractor). In addition, the Contractor shall have a standby pump, equal in capacity to the largest pump in the system, piped, plumbed and ready for operation. Standby pumps shall be fueled and operational at all times.

3. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, hoses and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary.

3.6 – Sewer service lateral verification

The Contractor shall verify active or inactive (false tap) sewer service laterals by field reconnaissance, direct contact with users, CCTV observation (crawler and push type cameras), dye tracing, use of locator devices, excavation, or any other approved practical technique. All service laterals shall be reconnected except for the capped false taps shown on the improvement plans.

3.7 – Sewer service lateral installation

All sewer service lateral connections to new mains shall be reconnected by a “wye” fitting unless other means are required by these plans and specifications. All sanitary sewer service laterals shown on the Improvement Plans or located in the field prior to excavation shall be replaced with new PVC pipe from the point of connection at the mainline to the right-of-way. A new sanitary sewer “two-way” lateral cleanout shall be installed at the right-of-way and a clean connection shall be made to the existing lateral a minimum of eighteen inches beyond the cleanout. Any sanitary sewer service laterals damaged during construction shall be replaced at the Contractor's expense. All sewer service laterals that terminate in manhole structures shall be plugged at the manhole and rerouted to the sewer main per these Specifications.

PART 4 – METHOD OF PAYMENT

4.1 – Installation of 8” Sanitary Sewer Pipe

Sanitary sewer pipe installation, eight (8) inches and greater in-diameter shall be measured along the longitudinal axis between the ends of the actual pipe in place, per linear foot. Measurement shall not include the inside dimensions of the new/existing structures. Payment shall be per linear foot based on field measurements, and for full compensation for all materials, labor, equipment, tools and incidentals necessary to saw cut existing roadway, pothole investigation, protect existing utilities, excavate trench, dewatering, removal and disposal of retired utility, pipes, valves and appurtenances, installation of new pipe, bedding, connections to new/existing manholes or pipe, sealing of manhole terminations, finishing of the connections to new/existing manholes, disposal of excavated materials, backfill, slurry backfill (if required), compaction, temporary and permanent pavement patching, clean-up, CCTV inspection, site restoration equal to or better than existing conditions, furnish, place and compact aggregate base for surface restoration, landscape restoration, fence repair, native soil restoration, and incidental work necessary to complete the work. Includes encasement as required when crossing water laterals.

4.2 – Installation of Sanitary sewer lateral and cleanout

The Contractor shall be paid lump sum for each active sewer service lateral constructed less than eight (8) inches in diameter that is connected to the new main based on field measurement. Payment shall be for full compensation for all materials, labor,

equipment, tools and incidentals necessary to excavate the sewer service lateral, replacement of existing lateral with new PVC lateral from new main location to the connection to the existing lateral near the right-of-way, installation of “two-way” cleanout, rerouting of laterals from manholes to new main, pipe connections and fittings, disposal of excavated materials, narrow trench construction, backfill, slurry backfill (if required), compaction, temporary pavement patching, permanent pavement patching, adjustments to utility boxes, surface restoration in landscaped areas to equal to or better than pre-construction conditions, clean-up and incidental work necessary to complete the work.

4.3 – Bypass pumping

There shall be no direct payment for bypass pumping. Compensation for bypass pumping as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed to the Contractor.

END OF SECTION

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SECTION 308**AGGREGATE BASE COURSES****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for placing and compacting aggregate base courses constructed in accordance with the requirements hereinafter set forth and in reasonably close conformity with the lines, grades, thicknesses and cross sections as shown on the Improvement Plans, Standard Details or in the Standard Specifications.

PART 2 – MATERIALS**2.1 – Aggregate base materials for sidewalks, curb & gutters, driveway aprons, and alleys**

The aggregate base materials shall conform to the requirements of Section 200.01.03 – “Crushed Aggregate Base” of the Standard Specifications for Type 2, Class B Aggregate. Crushed or pulverized asphalt concrete, not meeting these requirements, will not be acceptable as aggregate base.

2.2 – Aggregate base materials for temporary and permanent asphalt hot patch

The aggregate base materials shall conform to the requirements of Section 200.01.03 – “Crushed Aggregate Base” Type 2, Class B Aggregate or Section 200.01.04 -- “Recycled Aggregate Base” Type 1 (Import) of the Standard Specifications. Crushed or pulverized asphalt concrete, not meeting these requirements, will not be acceptable as aggregate base.

PART 3 – EXECUTION**3.1 – General requirements**

All work shall be performed in strict compliance with Section 308 of the Standard Specifications.

PART 4 – METHOD OF PAYMENT

Payment for Aggregate Base placed as base material under concrete structures, PCC pavements, PCC Alley ways, sidewalk, curb and gutter, post curb, driveway aprons, driveway approaches, access pedestrian ramps, valley gutters, and other concrete and structural work shall be included in the applicable bid item to which said concrete work pertains.

Payment for aggregate base surface restoration shall be included in the applicable pipe installation bid item. There will be no direct payment for surface restoration with aggregate base.

Payment for Aggregate Base placed as base material for all temporary and permanent hot patches shall be included in the applicable bid item for permanent hot patches. There will be no direct payment for aggregate base under patching.

END OF SECTION

SECTION 311**CONCRETE STRUCTURES****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for placing concrete culverts, manholes, retaining walls, footings, foundations and similar structures. All concrete structures shall be constructed to the lines and grades given by the Engineer and in accordance with the design shown on the Improvement Plans.

PART 2 – MATERIALS**2.1 – Manhole components**

All cast in place manhole components shall conform to Section 200 of the Standard Specifications.

All pre-cast manhole components shall conform to the requirements of ASTM C478.

2.2 – Cast iron frame and cover

Gray iron frame and cover castings shall conform to ASTM designation A48, Class 35B. The cover and frame shall be machined so that the cover may be rotated to any position in the frame and maintain a satisfactory seat. Manhole frames and covers shall be traffic rated 24 inch cast iron frame and cover No. A-1032 for vented application.

2.3 – Reinforced concrete box culvert

- A. Concrete: The concrete shall have a minimum 28 day compressive strength of 3,250 PSI. Concrete shall conform to the NDOT Standard Specifications for Road and Bridge Construction, Latest edition.
- B. Reinforcing Steel: All reinforcing steel to be ASTM A615 Grade 60.

PART 3 – EXECUTION**3.1 – Manhole Bases**

Manhole bases shall be pre-cast, with the approval of the Engineer. Cast-in-place bases are also allowed.

- a) Inverts: Invert channels shall be smooth and accurately shaped as detailed on the drawings. Invert channels may be formed directly in the freshly poured concrete, or may be constructed by laying the pipe through the manhole and breaking out the top of the pipe. All concrete shall be troweled smooth to prevent obstruction of the waterway channel. All working areas shall be medium broom finish.
- b) Precast Bases: When approved by the Engineer, precast bases manufactured in accordance with ASTM C 478 may be used.

3.2 – Manhole Shafts

Manhole shafts shall be constructed from:

- a) Precast Shafts: Precast shafts may be constructed of precast concrete riser sections manufactured in accordance with ASTM C 478. Precast riser section joints shall be sealed with preformed mastic joint sealants in accordance with these Specifications.
- b) Cast-in-Place: Cast-in-place manholes shall be constructed in accordance with Section 311 – “Concrete Structures”

3.3 – Cast iron frame and cover

Manhole cast iron frames shall be set in full concrete beds unless otherwise shown on the Plans. Frames shall be set such that the cover or grate will set accurately to the final elevations as indicated on the Plans.

Do not place traffic on concrete collars until the compressive strength of the concrete has reached a minimum of 3,000 psi, as measured by Test Method ASTM C39. Use the fast-setting concrete according to the manufacturer’s recommendations. Furnish a copy of the manufacturer’s installation recommendations before beginning the installation.

3.4 – Reinforced concrete box culvert

Construction and Installation of the RCB culvert shall be per NDOT Standard Specifications for Road and Bridge Construction, Latest edition and the details in the construction drawings. The Ditch will be flowing at time of construction. Bypass pumping or temporary piping will be required to perpetuate 300 gpm during construction.

3.5 – Subgrade for concrete structures

All structures shall have a minimum of six (6) inches of Type 2 Class B aggregate base as provided in the Standard Specifications, except as noted on the plans. Manholes and structures constructed below the water table shall have a minimum of twelve (12) inches of Type 1 Class A aggregate base.

3.6 – Backfilling around manholes

Thoroughly compact the base or backfill material under the concrete collars around manholes and valves to not less than 90% of maximum density as determined by Test Method No. Nev. T101. The in-place density will be determined by Test Method No. Nev. T102 or T103.

3.7 – Handling and placing concrete

Concrete shall be ready-mixed, supplied from an off-site commercial ready-mix plant approved by the Engineer. Each load shall be accompanied by a bonded weightmaster’s certificate listing the quantity of each concrete ingredient, admixture quantity, water content and slump, and time of loading and departure from the plant. Notations shall be included which verify the drum was checked and found to be free of contaminants prior to batching, and number of drum rotations in transit. Adding of water shall be under observation of the Engineer. Each mixer truck shall arrive at the site with its water tank full. In the event the water tank is not full, or the slump is greater than specified, the load may be subject to rejection. No water shall be added to placed concrete other than what would be used to maintain the cleanliness of tools

utilized in the achievement of a smooth and even finish.

PART 4 – METHOD OF PAYMENT

4.1 – Install Type 1 manholes

Contractor shall be paid for each manhole structure complete, in-place. Payment shall be for full compensation for all materials, labor, equipment, tools and incidentals including but not limited to clearing and grubbing, bypass pumping, excavation, excavation shoring, disposal of excavated materials, subgrade preparation, drain rock, aggregate base, concrete, reinforcing steel, pouring and forming of the base (if cast-in-place), placement of the barrel or box, cone (flat-top), grade rings, frame, new cover & adaptor, backfill, compaction, grouting unused stub outs, temporary asphalt patching, permanent asphalt patching, surface restoration and clean-up. Surface restoration shall be equal to or better than existing conditions.

There shall only be one direct payment for adjustment of manhole frame and cover to final finish grade per Section 323 of the Contract Documents for each manhole. There shall be no direct payment for additional adjustments of manhole frame and cover that may be required after completion of the sanitary sewer manhole installation and prior to the final roadway construction. The Contractor has the option of plating manholes until roadway improvements are complete. If the Contractor chooses to plate manholes, the Contractor shall record the exact location and type of utility by labeling the assembly with numbers at locations visible for verification per Section 323 of the Contract Documents. Compensation for final adjustment to new finish grade including concrete collar is considered included in separate adjustment bid item.

There shall be no direct payment for base material, anchor bolts/rebar, galvanized steel grates and attachment materials, concrete pipe collars, pipe transition grout, pipe plugs or caps, concrete saddles or cleanouts. Compensation for these items as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor.

4.2 – Install Reinforced Concrete Box Culvert (Single Span)

Contractor shall be paid per lump sum for the removal and replacement of the North Truckee Ditch RCB culvert structure complete, in-place. Payment shall be for full compensation for all materials, labor, equipment, tools and incidentals including but not limited to clearing and grubbing, bypass pumping, excavation, excavation shoring, disposal of excavated materials, removal and disposal of existing culvert, subgrade preparation, drain rock, aggregate base, concrete, reinforcing steel, pouring and forming of the box (if cast-in-place), placement of the incompressible form and compressible form at crossing with sewer, tie new box to existing at matching grades and dimensions, backfill, compaction, surface restoration and clean-up. Surface restoration shall be equal to or better than existing conditions.

END OF SECTION

SECTION 312**CONCRETE CURB & GUTTER, SIDEWALK, ALLEY,
AND DRIVEWAY APRON****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for placing concrete used for fence footings, sidewalks, curbs, gutters, driveways, alleys, aprons, utility adjustments to finish grade, slurry backfill at crossings, and protective bollards.

PART 2 – MATERIALS**2.1 – Composition of mixtures**

The Contractor shall submit in writing for approval a mix design conforming to the requirements of Subsection 337.10 - “General” of Section 337 – “Composition of Mixtures” of the Standard Specifications. All Portland Cement Concrete, unless otherwise indicated, shall have a coarse aggregate gradation conforming to Size No. 67 in Subsection 200.05.03 - “Coarse Aggregates” of the Standard Specifications. Cement shall be Type II.

2.2 – Portland Cement Concrete

Concrete shall have a coarse aggregate gradation conforming to Size No. 67 in Section 200 of the Standard Specifications. Concrete shall have between 6 and 8 sacks of cement per cubic yard, a maximum of 5 gallons of water added per sack of cement, a 1 to 4 inch slump, 5 to 7 percent entrained air, 0.45 maximum water/cement ratio and have a minimum 28 day compressive strength of 4,000 P.S.I. except where specified otherwise. Fiber-reinforcing shall be collated, fibrillated polypropylene fiber or cellulose fibers at 1.5 pounds per cubic yard of concrete, as manufactured by Fiber Mesh or approved equal.

Cellulose Fibers shall conform to the requirements of Subsection 202.02.02.03 – “Cellulose Fibers” of the Standard specifications.

Polypropylene Fibers shall conform to the requirements of Subsection 202.02.02.04 – “Polypropylene Fibers” of the Standard Specifications.

Portland Cement Concrete used for adjustments in the street section shall attain 3,000 psi within 18 hours. Traffic control shall remain in place until 3,000 psi is attained. The Engineer may consider other Contractor alternatives in lieu of the 18-hour strength requirement.

2.3 – Slurry Backfill

Slurry backfill shall conform to Section 207.02.02 Slurry Cement Backfill, Class A – Excavatable, 50 to 200 psi 28 day strength - of the Standard Specifications for Road and Bridge Construction, Nevada Department of Transportation, latest edition. The compressive strength of the slurry shall be tested in accordance with ASTM D4832 at least four times per traffic control section/stage at equally spaced testing locations to verify compliance with this

specification requirement.

Excavatable slurry backfill in trenches shall cure for minimum of 24 hours prior to backfill and compaction on top of slurry.

2.4 – Rebar

Materials shall conform to Section 206 and 207 of the Standard Specifications. In addition to the Standard Specifications, reinforcement steel shall be deformed steel bars, cold-drawn steel wire, or fabricated forms of those materials. Materials shall conform in quality to the requirements of the "Specifications for deformed Billet Steel Bars for Concrete Reinforcement", Grade 40, 60 (ASTM A615).

PART 3 – EXECUTION

3.1 – Placement

Concrete curbs and gutters, sidewalks, driveways, and alley shall be replaced to the original line and grade or as shown on the Improvement Plans. The Contractor shall match the existing top of curb and maintain the uniform flow line of the gutter. If a uniform flow line does not exist the Contractor shall established a uniform flow line as directed by the Engineer. If the concrete curb height varies, there shall be No Direct Payment for the additional work and materials to match the existing sidewalk surface and/or the existing sections on either side of the replaced item.

Expansion joint material shall not be used unless approved by the Engineer. Weaken planed joints shall be placed as shown on the Plans (Details). The Contractor shall assure access to all driveways at the end of each shift by dropping the forms and/or placing steel plates. There shall be No Direct Payment for this additional work if necessary.

Slip forms shall not be used on this project

Contractor shall note that final longitudinal and cross slopes for PCC sidewalks shall conform to the American Disabilities Act Accessibility Guidelines (ADAAG) and no direct payment shall be made for field changes to comply with ADAAG.

Replacement of topsoil – Topsoil shall be replaced within ten (10) working days after the completion of sidewalk and curb and gutter replacement

3.2 – Protection

Contractor shall conform to section 312 of the Standard Specifications.

PART 4 – METHOD OF PAYMENT

Payment will be made at the contract unit price bid as itemized in the “Bid Schedule” for work as shown on the Improvement Plans and/or as directed by the Engineer. Payment shall be full compensation for all materials, labor, equipment, sawcutting, cold-weather protection, protection against vandalism, temporary access ramps and incidentals necessary to complete

each item as specified.

There shall be no direct payment for removal, aggregate base, additional base material and/or subgrade excavation on those items designated "complete-in-place" as listed in the "Bid Schedule". Compensation for aggregate base, additional base material and/or subgrade excavation as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor

4.1 – PCC Curb and gutter

This work shall include all materials, equipment, labor and incidentals for the neat saw cutting, removal and disposal of existing materials and construction of new curb and gutter as indicated on the Plans. This work includes neat sawcutting, removal and disposal of the existing PCC curb and gutter, aggregate base and/or subgrade materials to the proposed bottom of the new aggregate base as indicated on the Plans, to furnish, place, grade and compact 6-inches depth of new Type 2, Class B aggregate base material, provide and place new PCC in accordance with these specifications, and provide curb paint if the existing curb was painted.

The final pay quantity shall be by field measurement at the flow line to the nearest tenth of a lineal foot. The final quantity shall be measured after the all landscaping is replaced.

4.2 – PCC Post curb

This work shall include all materials, equipment, labor and incidentals for the neat saw cutting, removal and disposal of existing materials and construction of new post curb as indicated on the Plans. This work includes neat sawcutting, removal and disposal of the existing PCC or AC post curb, aggregate base and/or subgrade materials to the proposed bottom of the new aggregate base as indicated on the Plans, to furnish, place, grade and compact 6-inches depth of new Type 2, Class B aggregate base material, provide and place new PCC in accordance with these specifications, and provide curb paint if the existing curb was painted.

The final pay quantity shall be by field measurement at the front face of post curb to the nearest tenth of a lineal foot. The final quantity shall be measured after the all landscaping is replaced.

4.3 – PCC Sidewalk

This work shall include all materials, equipment, labor and incidentals for the neat saw cutting, excavation, removal and disposal of existing materials to the proposed bottom of the new aggregate base, including, furnish and place 4-inch depth new Type 2, Class B, aggregate base and to provide and place 4-inch depth PCC in accordance to the plans and these specifications.

The final pay quantity shall be by field measurement to the nearest tenth of a square foot. The final quantity shall be measured after the all landscaping is replaced.

4.4 – PCC Commercial driveway apron

This work shall include all materials, equipment, labor and incidentals for the neat saw cutting, excavation, removal and disposal of existing materials to the proposed bottom of the new aggregate base, including, furnish and place 6-inch depth new Type 2,

Class B, aggregate base, rebar and to provide and place 6-inch depth PCC in accordance to the plans and these specifications. 6" concrete curb adjacent to commercial driveways shall paid with the square footage of commercial driveways. Only the face of curb above grade and top of curb shall be included in square footage calculation.

Curb and gutter adjacent to commercial driveways will be measured to a tenth of a foot and paid with the square footage of the commercial driveway and rebar shall extend into the curb and gutter section.

The final pay quantity shall be by field measurement to the nearest tenth of a square foot. The final quantity shall be measured after the all landscaping is replaced.

4.5 – PCC Alley

This work shall include all materials, equipment, labor and incidentals for the neat saw cutting, excavation, removal and disposal of existing asphalt, PCC pavement, and base materials to the proposed bottom of the new PCC Alley grade, properly prepared subgrade to a depth of 6", placement of geostabilization fabric, furnish and place 6" Type 2, Class B, aggregate base, and provide and place 6-inch depth PCC in accordance to the plans and these specifications. Also included in this item is the protection of existing gas, water, electrical, and telephone facilities in place, including utility poles and guy wires, providing all labor, materials, equipment, tools, excavation, compaction, and all incidentals necessary to complete the adjustment of grade of existing and proposed manholes, cleanouts, water and gas valves, utility boxes and vaults, wells, and other facilities in conflict with the paving work per Orange Book Specifications.

Also included in this item is the replacement of striping to match existing conditions, and removal and replacement of existing signs with new posts.

The final pay quantity shall be by field measurement to the nearest tenth of a foot. The final quantity shall be measured after the all landscaping, adjacent paving, and fencing is replaced.

END OF SECTION

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SECTION 316**TACK COAT****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for the preparation and application of tack coat to the surfaces shown on the plans and/or as specified herein.

PART 2 – MATERIALS**2.1 – Tack coat**

Bituminous material shall be emulsified asphalt grade SS-1h per Standard Specifications Subsection 201.04. Tack coat shall be prepared by mixing by weight one (1) part of emulsified asphalt with 1 part of water per Standard Specifications Subsection 316.02.

PART 3 – EXECUTION**3.1 – Application**

Tack coat for the plantmix bituminous surface shall be uniformly applied at a rate of 0.08 gallons per square yard of surface.

Tack coat shall be applied to all cold pavement joints, gutter faces, manholes, and any other surface as per Subsection 316.03.04 - "Application of Bituminous Materials" of the Standard Specifications for Public Works Construction, is herewith amended as follows:

Unless otherwise directed by the Engineer, cleaning and the application of a tack coat shall be provided between bottom and top paving lifts that are not placed during the same shift. No more tack shall be applied than can be covered in the same shift. Place the covering course over tack that is clean, free of tracking and adequately set.

Tack coat shall be applied between all Plantmix Bituminous Pavement courses, as directed by the Engineer.

Tack Coat shall be allowed to "break" and sufficient water to evaporate prior to placement of other materials.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for preparation and application of tack coat. The quantity of tack coat applied shall not be measured. Compensation shall be considered included in other items of work.

END OF SECTION

SECTION 320**PLANTMIX BITUMINOUS PAVEMENT****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for the preparation, mixing, hauling, placement, and compaction of plantmix bituminous pavement, as specified, and/or as directed by the Engineer.

Plantmix Bituminous Pavement to be used for all temporary asphalt patches and permanent asphalt patches shall conform to Section 201 of the Standard Specifications.

The contractor shall install a 3-inch temporary hot mix patch over exposed utility trench excavated areas at the end of each work day. Cold mix may be used as a temporary alternative in the event that asphalt hot mix is not immediately available. The finish surface of the temporary hot mix patches shall be free from ruts, humps, depressions or irregularities. It will be the contractor's responsibility to maintain until the permanent asphalt patch is placed or surface improvements have started.

PART 2 – MATERIALS**2.1 – Composition of mixtures**

Bituminous Plantmix shall conform to the requirements of Section 320 - "Plantmix Bituminous Pavement" of the Standard Specifications for Public Works Construction, except as modified herein.

The Contractor shall submit in writing for approval a job mix formula conforming to the requirements of Subsection 337 – "Composition of Mixtures" of the Standard Specifications.

Type 3 aggregate conforming to the requirements of the Standard Specifications for Public Works Construction Subsection 200.02.03 – "Plantmix and Roadmix Aggregate" shall be used for permanent patch (area's not within street section).

Type 2 aggregate conforming to the requirements of the Standard Specifications for Public Works Construction Subsection 200.02.03 – "Plantmix and Roadmix Aggregate" shall be used for permanent patch.

Unless otherwise approved by the Agency, Asphalt Cement shall be PG64-22. Asphalt binders shall conform to the requirements of Section 201 - "Bituminous Material" of the Standard Specifications.

2.2 – Temporary Bituminous Hot Patch

Type 2 with lime, PG 64-22, 50 Blow – 3% Voids shall be used for all temporary hot patching. Cold mix asphalt is not permitted on this project however; the Engineer may consider this as a temporary alternative in the event that asphalt hot plant is not immediately available.

2.3 – Permanent Bituminous Patch (not within street section)

Type 3 with lime, PG 64-28NV, 50 Blow – 3% Voids shall be used for all permanent asphalt patching not within a street section (parking lots). Reference Geotechnical Report Titled “Geotechnical Investigation Report for City of Sparks 2016 Sewer Replacement, Phase 1” dated April 2016.

2.4 – Permanent Bituminous Patch

Type 3 with lime, PG 64-28NV, 50 Blow – 3% Voids shall be used for permanent asphalt patching on the following: 16th Street and A Street. Reference Geotechnical Report Titled “Geotechnical Investigation Report for City of Sparks 2016 Sewer Replacement, Phase 1” dated April 2016.

PART 3 – EXECUTION**3.1 – Construction**

The Contractor shall install Permanent Patch over exposed utility trench excavated areas on streets identified on the Improvement plan set and the following shall apply:

1. Prior to Permanent Patching, sawcuts shall be made a minimum of 9-inches beyond each side of trench and permanent patch shall be constructed to match the thickness of the contiguous pavement, but in no instance shall the patch be less than five (5) inches in depth or greater than eight (8) inches in depth within roadway section.
2. In parking lot areas and other areas not within a roadway section, Prior to Permanent Patching, sawcuts shall be made a minimum of 9-inches beyond each side of trench and permanent patch shall be constructed to match the thickness of the contiguous pavement, but in no instance shall the patch be less than three (3) inches in depth or greater than six (6) inches in depth.
3. Saw cuts that extend into the existing pavement surface that was not removed shall be filled with a crack sealant compound such as CRAFCO 222 or equivalent, as approved by the Engineer.
4. If sawcut is within two (2) feet from the gutter lip line, then the contractor shall remove the pavement to the gutter lip line and place Permanent Patch.

3.2 – Spreading and finishing

Plantmix bituminous pavement shall be laid in courses (lifts) as shown in the Contract Documents. The thickness of each course shall not exceed three (3) inches, nor be less than two (2) inches.

Tack coat shall be applied between paving courses as directed by the Engineer.

3.3 – Rolling

Establishment of rolling patterns shall be the responsibility of the Contractor, and shall be approved by the Engineer.

3.4 – Density

Compaction after rolling shall be between ninety-two percent (92%) and

ninety-seven (97%) of the Rice Theoretical maximum density. Refer to the Geotechnical Report for additional criteria. Final densities will be determined from core samples.

3.5 – Voids

Type 3 with lime, PG 64-28NV, 50 Blow- 3% Voids: In place air voids as determined by Theoretical Maximum Rice versus in-place weight, shall be between three percent (3%) and eight percent (8%).

3.6 – Mitigation of unacceptable plantmix bituminous pavement

The Engineer will consider input from the Contractor, the materials testing lab, and sound engineering analysis and judgment before requiring mitigation (i.e. removal and replacement, increased thickness, or surface treatment) and/or payment reduction for plantmix bituminous pavement which deviates from specified target ranges. The Engineer may, upon consideration of the specific circumstances, reduce or waive mitigation and/or pay reduction, or combine portions of mitigation and pay reduction.

If the Engineer makes a preliminary determination that mitigation, and/or pay reduction is necessary, the Contractor may submit a written request to the City of Sparks for retests. The retests may be performed by the City of Sparks's testing consultant, or by any other approved independent testing laboratory. The Contractor shall submit a written request to the City of Sparks for the approval of the laboratory. Retests shall be undertaken at the Contractor's expense. If the result of any retest is significantly different from initial testing, an independent testing laboratory that is mutually acceptable to the City of Sparks and the Contractor will perform a "referee" test. Fifty percent (50%) of the cost of the "referee" tests shall be paid by the City of Sparks and fifty percent (50%) shall be paid by the Contractor. The City of Sparks may elect to make full payment, and deduct the Contractor's fifty percent (50%) from progress or final payment to the Contractor. The City of Sparks shall make a final determination regarding mitigation and/or pay reduction based upon the preponderance of test results, and other factors.

PART 4 – METHOD OF PAYMENT

Payment will be made at the contract unit price bid as itemized in the "Bid Schedule" for work as shown on the Improvement Plans and/or as directed by the Engineer. Payment shall be full compensation for all materials, labor, equipment, for; sawcutting, pulverizing, excavating and removal of existing improvements, subgrade preparation, providing, installing, and compacting base material, tack coat, providing, hauling, installing and compacting bituminous plantmix, protection against vandalism, temporary access ramps, and incidentals necessary to complete each item as specified.

There shall be no direct payment for supplying and installing hot mix ramps, steel plates or grade transitions at driveways, valley gutters, intersections, etc., and as directed by the Engineer.

There shall be no direct payment for temporary patching or temporary asphalt concrete curbs, whether installed at the end of the work day or installed as the final product. Compensation shall

be considered included in other items of work.

There shall be no direct payment for temporary patching associated with the installation of sanitary sewer mains and laterals. All temporary patching associated with these items shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the contractor.

4.1 – Permanent Bituminous Pavement Patch

Payment shall be full compensation for all materials, labor, equipment, for; sawcutting, excavating and removal of existing improvements, subgrade preparation, providing, installing, and compacting base material, tack coat, providing, installing and compacting bituminous plantmix, protection against vandalism, temporary access ramps, and incidentals necessary to complete each item as specified. Also included in this item is the protection of existing gas, water, electrical, and telephone facilities in place, including utility poles and guy wires, providing all labor, materials, equipment, tools, excavation, compaction, and all incidentals necessary to complete the adjustment of grade of existing and proposed manholes, cleanouts, water and gas valves, utility boxes and vaults, wells, and other facilities in conflict with the paving work per Orange Book Specifications.

Also included in this item is the replacement of striping to match existing conditions.

The item shall be paid based on field measurement to the nearest square foot.

END OF SECTION

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SECTION 323**ADJUSTMENT OF MANHOLES, CLEANOUTS, UTILITY BOXES, AND VALVES TO NEW FINAL GRADE****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary to adjust new and existing manholes, cleanouts, utility vaults and boxes, water and gas valves, and similar structures to final grade.

Work shall conform to Standard Specifications Section 323. In addition to the Standard Specifications, it shall be the responsibility of the Contractor to reference, locate and make all necessary adjustments, either temporary or permanent, to maintain adequate accessibility of water and gas valves, utility vaults and monitor wells at all times during construction. The Contractor shall be responsible for any damages incurred to the facilities being adjusted.

Before lowering manholes, valves and vaults, the Contractor shall take inventory of the utilities to be adjusted. The Contractor shall record the exact location and type of utility by labeling the assembly with numbers at locations visible for verification. The labeling shall include utility site, collar, and lid to ensure proper match of hardware when utility adjustment is completed at the conclusion of the project.

Prior to lowering any sanitary manholes the contractor shall provide a “Debris Containment Plan” to the Engineer. This plan shall contain the type of debris catcher the contractor will use and the emergency contact phone numbers.

The Contractor shall submit the utility inventory list to the Engineer and utility companies upon completion of utility lowering activity. The Contractor shall also keep a copy of the utility location inventory list on the project work site in water proof container at all times for emergency shutoff purposes.

It shall be the responsibility of the Contractor to make all necessary adjustments, either temporary or permanent, and to maintain adequate accessibility of water and gas valves, manholes, utility vaults and monitor wells at all times during construction. The Contractor shall be responsible for any damages incurred to the facilities being adjusted. The Contractor shall adhere to construction standards of the owning utility and only install materials per their current specifications. TMWA and NV Energy will provide replacement materials for items that have either deteriorated or become obsolete. The Contractor shall install said items.

The location of underground facilities shown on the plans are approximate and were not determined by field investigation. It shall be the responsibility of the Contractor to locate all existing utility structures, whether shown or not, and to notify all utility companies to verify in the field the location of their installations prior to construction.

The Contractor shall protect all utility structures from damage. The expense of repair or replacement shall be borne by the Contractor (however, this in no way precludes the

Contractor from recovering, from the utility company, costs to repair existing utilities which do not conform to standard specifications or details). The Contractor shall request field marking of existing utilities at least 48 hours in advance of beginning construction by calling Underground Service Alert at (800) 227-2600 or 811.

The Contractor is cautioned that telecommunication cables and equipment may also be located within the project area limits. The Contractor will make every effort to locate and protect said cables and equipment. The Contractor is responsible for field verification of utilities and any damage to said utilities due to their work.

The Contractor is also cautioned that some of the existing manholes cones may be within the new asphalt section and the contractor may have to modify the paving/patching operations to accommodate this obstruction in the grade.

PART 2 – MATERIALS

Materials shall conform to Section 202 of the Standard Specifications.

PART 3 – EXECUTION

Execution shall conform to section 323 of the Standard Specifications.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for each adjustment of new or existing utilities. Compensation for all materials, equipment, labor, and incidentals for verification, locating, referencing, protecting, lowering, raising, and final adjustment, cleaning identifying of each utility, removal and disposal of all materials, tools, equipment, labor, supplies, etc. to complete the work as specified shall be considered as included in other items of work.

END OF SECTION

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SECTION 324**PAINTING, STRIPING, AND MARKINGS****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for the preparation of surfaces to be painted, pavement to be striped and/or marked, and the application, protection, and drying of the required number of coats of paint of the kinds and at the points specified or ordered by the Engineer.

PART 2 – MATERIALS**2.1 – Traffic paint**

Permanent painted (traffic paint) pavement markings shall be in accordance with Section 632 of the latest edition of “Standard Specifications for Road and Bridge Construction” published by the State of Nevada, Department of Transportation (NDOT) with the following exceptions:

- a. All traffic paint shall have 1 coat (full width of stripe) per application of the designated material placed unless otherwise directed by the Engineer.
- b. Permanent striping paint must be Type II Waterborne paint. Epoxy paint is not allowed.
- c. Surface shall be swept prior to placement of any permanent painted pavement marking.
- d. Permanent striping shall be a minimum dry thickness of 30 Mil (0.030). Contractor will be responsible for protection of the painted surface until properly cured to prevent tracking of materials by vehicles.

Curb Paint shall match the color of the existing conditions.

PART 3 – EXECUTION**3.1 – Application**

Application of permanent pavement markings on the completed pavement shall conform to Section 632 Permanent Painted Pavement Markings of the Standard Specifications for Road and Bridge Construction, Nevada Department of Transportation, latest edition.

Prior to application of temporary striping or markings, it shall be necessary to completely obliterate existing markings in such a manner so as to leave no residue or other trace of the former line that may be misconstrued by a driver to be a traffic line under any condition of daylight, darkness, or wetness of pavement. Use of gray or black paint to cover existing markings shall not be an acceptable method of obliteration.

If the Contractor elects to increase the extents of the pavement replacement the additional

pavement striping and markings shall be replaced in-kind at no additional cost to the City of Sparks.

Contractor shall replace any striping that has been damaged or removed due to construction that is not identified on the striping plans at no additional cost to the City of Sparks.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for permanent striping - The work shall consist of the placement of painted linear pavement markings of the size and type to match existing conditions. The work for this item shall consist of all labor, equipment, materials and incidentals necessary to install all painted linear pavement markings including center lines, lane lines, and other striping and markings, including, but not limited to, surface preparation; priming; and application to complete the work as specified and shall be considered as included in other items of work.

END OF SECTION

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SECTION 327**FENCING****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for erecting new chain link or wood fence, including but not limited to gates and related appurtenances; or reconstructing temporarily removed fences, all in conformity with the Improvement Plans and these Specifications. It is the intent of these Specifications that the fences are built in compliance to meet the Nevada Statute definitions of a legal fence for the specific application.

PART 2 – MATERIALS**2.1 – Private Property Fencing**

Private property fencing material shall match existing, or as shown on the contract documents. Chain link fencing shall meet specification Section 209 of the Standard Specifications

2.2 – PCC Post anchorage

Portland Cement Concrete for post footings and anchorage shall conform with Section 202.12 – “Freeze-Thaw Environments” – with 3/4 inch maximum size aggregate and a compressive 28 day strength of not less than 4000 p.s.i. Commercial premixed rapid setting non-shrink post grouts are permitted for post anchorage and required for posts placed in drilled holes in rock or concrete.

2.3 – Temporary security fencing

Temporary security fence shall meet all OSHA requirements for restricting site access. Temporary safety fencing shall be high-density extruded polyethylene or approved equal. Fencing shall be high visibility orange color, a minimum of seventy-two (72) inches tall and have a 250 lbs. breaking load capacity.

PART 3 – EXECUTION**3.1 – Location of Fencing**

Contractor shall replace fencing at the same location where removed. Fences shall be similar to initial design where possible or as directed by the Engineer. The Contractor shall replace any fence material broken or damaged during construction with new material at their expense where it is determined by the Engineer that such broken or damaged fence could have been reasonably avoided with reasonable caution. Any fence or portion thereof that is removed due to construction shall not be salvaged. All removed fencing material shall be replaced with new materials.

3.2 – Type of Fencing

Fence height shall match the existing height measured from the ground to the top of the header board unless directed differently by the Engineer. Fencing

shall be “board-on-board” style or approved by the Engineer. Support posts shall be set plumb, front faces on posts shall have a straight line alignment and be set uniform distance apart. Post holes shall be backfilled in layers with concrete per these Specifications and thoroughly rammed with an iron tamper tool in such a manner as not to displace the bottom of the posts from the correct alignment.

3.3 – Temporary Security Fencing

During prosecution of the work and between the removal and reconstruction of fences, the Contractor shall conduct their operation in such a manner as to prevent the escape of livestock, pets, etc. and trespassing. Excavation pits, stored material, and equipment shall be protected. The Contractor shall erect temporary security fence as required or as directed by the Engineer. Said fence shall conform to these Specifications.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for installing and/or replacing permanent fencing. Compensation for fencing as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor.

There shall be no direct payment for installing temporary construction fencing. Compensation for temporary fencing as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor.

END OF SECTION

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SECTION 332**SIGNS, PERMANENT AND TEMPORARY****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for erecting and installing all signs, sign supports, and all other related appurtenances required for temporary signs. The work shall also include, where necessary, removing, salvaging and re-installing existing permanent signs, and supplying and installing new sign posts to replace existing supports and posts where these are damaged during removal and salvage.

PART 2 – MATERIALS**2.1 – Reflectorization for Construction Signs and Temporary signs**

Materials for all signs shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Sign posts shall be perforated galvanized steel tubing 2" by 12 gauge square all sides with green powder coat.

Sign post sleeve at base shall be 2 1/4" x 30" long 12 gauge solid tubing sleeve with 2 1/2" x 18" long 12 gauge perforated anchor sleeve post.

Connect sign post to sign post sleeve at base with 3/8" x 3 1/4" SAE grade 5 nut and lock washers.

All signs and traffic control devices shall be maintained in a condition acceptable to the Engineer.

PART 3 – EXECUTION**3.1 – Construction signs**

Contractor shall refer to Standard Specifications Section 332. All temporary signs and traffic control devices shall conform to Nevada Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition, the Manual of Uniform Traffic Control Devices, and the Standard Highway Signs Manual (FHWA, 2004 Edition). Size of lettering for non-standard signs shall be 8 inches high. All lettering shall be in capital letters and in conformance with Standard Highway Signs Manual.

3.2 – Reflectorization

All construction signs, barricades, drums, and delineators shall be reflectorized. Traffic cones and flagger paddles when used during the hours of darkness, shall be reflectorized. Minimum reflectorization shall be per these Specifications.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for installation of signs. The Contractor shall be responsible for providing all items necessary for proper installation and furnishing all labor, material, tools, equipment, traffic control and incidentals necessary to complete the work. The compensation for this work is deemed included in other items of work.

There shall be no direct payment for erecting project signs. The compensation for this work is deemed included in other items of work.

Compensation for the erecting of traffic control signs shall be as per Section 340 Traffic Control of these Specifications.

END OF SECTION

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SECTION 333**LANDSCAPING****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for planting trees, shrubs, sod, mulch, and other ground cover to restore existing landscaped areas to a state equal to or better state and as established by the Engineer or as indicated in these Specifications.

PART 2 – MATERIALS**2.1 – Topsoil**

The topsoil material shall conform to the requirements of Section 200.08 of the Standard Specifications.

Under SOD Top soil shall be blended with 30% humus material producing a double-mix topsoil.

Under trees plants and shrubs top soils shall be blended with 30% humus material and 10% organic material producing a triple-mix topsoil.

Humus materials shall be (well decomposed) organic compost or bark humus (excluding redwood). Contractor shall submit humus analysis to the Engineer prior to placement.

2.2 – Quality of plant material

It is the intent of these Specifications that all plant material meets the standards as set forth herein, throughout the life of the Contract. During inspections, all plant material will be judged and rejections shall be based upon these standards. All plants shall be first-class nursery grown representative of their normal species. All plants shall comply with Federal and State laws requiring inspection for plant diseases and infestations. In determining the quality of plant material, consideration will be given to the root condition, plant size, insect and disease free condition, and general appearance. A deficiency in any one (1) or more of these shall be sufficient reason to reject selectively or by lot.

Where lawn or landscape with topsoil has been disturbed, contaminated or removed the contractor shall replace the topsoil with an imported high quality garden topsoil. The topsoil shall be free of debris, weeds, harmful substances, and rocks larger than ¾" in any direction. 95% of the topsoil shall pass a #10 sieve and the pH content shall be between 6.0 and 7.0. Additional content requirements include soluble salts <2%, SAR <3%, organic matter <10%, sand 60% - 70% and clay 10% - 20%.

PART 3 – EXECUTION**3.1 – Planting holes**

Verify that final grades have been established prior to beginning planting operation. All holes shall be drilled with a power auger to the dimensions stated on the Improvement Plans unless otherwise approved by the Engineer. Holes shall be drilled at the location of each individual plant, the stake or marking being considered the center of the holes. The holes shall have vertical walls and horizontal bottoms. Scarify sides of plant pit prior to planting. Backfill material shall be native soil that is free of rocks, construction debris and other foreign material. Contractor shall protect existing underground improvements and utilities from damage while planting

3.2 – Planting

Contractor shall inspect trees and shrubs for injury, infestation or improper pruning. Contractor shall not begin planting or wrapping trees until deficiencies are corrected or plants replaced. Contractor shall not plant anymore plants on this project on any one (1) day than can be planted and watered on that same day. Any planting done in soil that is too wet or dry or not properly conditioned as provided herein will not be accepted. Payment will be withheld for such planting and additional planting work shall be suspended until the Contractor has complied with all provisions of these Specifications.

Planter ("strap") mulch material shall be 4 inches of nitrogen stabilized shredded Cedar to match existing. Contractor shall submit a sample for approval to Engineer prior to start or work. Mulch shall be installed in planting areas as indicated on the Improvement Plans and compacted to reasonably eliminate excess voids and fluff.

3.3 – Irrigation

Contractor to replace existing irrigation systems to like or better conditions if damaged by construction activities at the Contractor's expense.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for landscaping. Compensation for landscaping as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor. The restoration and/or replacement of any landscaping shall be at the Contractor's expense.

END OF SECTION

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SECTION 335**CLEANUP****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for cleanup of construction areas.

After all of the work on the Improvement Plans and in these Specifications is completed and before final acceptance of the project, the entire construction area, including the roadbed, parking, sidewalk areas, shoulders, driveways, alleys, side street approaches, slopes, ditches, sewer trenches and construction areas shall be neatly finished to the lines, grades, and cross-sections shown on the Improvement Plans as hereinafter specified.

PART 2 – MATERIALS (NOT APPLICABLE)**PART 3 – EXECUTION****3.1 – Pavement Surfaces**

A street sweeper vacuum truck shall be used to clean the roadway section. A power broom or water truck will not be an acceptable means of cleaning the site. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means necessary. The use of water resulting in mud or ice on public streets will not be permitted as a substitute for sweeping or other methods.

All backfill, aggregate or waste materials being hauled to or from the construction site shall be covered with a canvas or plywood material to prevent dust from entering the atmosphere. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

All existing catch basins and DI where BMP devices are installed, the BMP shall be completely removed and disposed. The inside and surrounding surface of the catch basin and/or DI shall be vacuumed and cleaned at the completion of the project per the requirements of Section 342 these specifications.

All sanitary and storm drain manholes (new or existing) within the limits of construction or manholes where construction activity was present shall be vacuumed and cleaned at the completion of the project to the requirements of Section 342 of these specifications.

During winter months Contractor shall continuously monitor construction water flow across streets and sidewalks, if water freezes at any time during construction operations, Contractor shall immediately cover the frozen surface with sand. Within four hours of frozen surfaces thawing, Contractor shall remove sand.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for cleanup work. Compensation for cleanup work as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor.

END OF SECTION

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SECTION 336**INSPECTION AND TESTING****PART 1 – GENERAL**

All materials furnished by the Contractor shall be subject to inspection, testing and approval by the Engineer. Sampling and testing shall be performed by a testing laboratory selected by the City of Sparks. Random sampling and testing shall be conducted after the Contractor has delivered materials to the site to verify that they meet these Specifications. Materials that do not meet the Specifications and are rejected shall be immediately removed from the site. The Contractor shall furnish, at their expense, any labor which may be required to enable the Engineer to make a thorough inspection of the materials. The neglect or failure on the part of the Engineer to condemn or reject materials or work shall not be construed to imply an acceptance of the materials or work.

PART 2 – MATERIALS (NOT APPLICABLE)**PART 3 – EXECUTION****3.1 – Testing requirements**

Testing requirements shall conform to Standard Specifications Section 336. In addition to the Standard Specifications, ASTM D-2922, Nuclear Gauge Method, shall be included in the approved test methods for testing soils and aggregates. ASTM D-2950, Nuclear Gauge Method, shall be included in the approved methods for testing asphalt concrete. Asphalt concrete material sampling for testing purposes may be taken at the batch plant as well as in the paving mat area immediately after the paving machine has completed its function, as directed by the Engineer. At the Engineers discretion, the Contractor may be back charged for costs of all tests that fail.

3.2 – Testing of gravity lines

The Contractor shall not be required to pressure test sanitary sewer pipe hydraulically or by air as stated in this Subsection of the Standard Specifications. This does not relieve the Contractor from pressure testing manhole structures as required in Section 336 of these Specifications.

3.3 – Responsibility of the Contractor

It shall be the responsibility of the Contractor to construct all sewers and appurtenances consistent with the testing requirements of these Specifications. Any section tested, including manholes, which do not meet the requirements shall be repaired or replaced and retested until the conditions set forth herein are met. Any cost incurred by the Contractor in repairing or reconstructing lines and/or manholes will be the sole responsibility of the Contractor.

3.4 – Deflection testing

The Contractor shall backfill the trench to finish grade prior to performing deflection testing. New pipe construction shall pass a rigid mandrel with a diameter of 95% of the pipes inside diameter. The mandrel used shall be the type

with an uneven number of vanes. Mandrel shall have an outside diameter (O.D.) equal to 95% of the inside diameter (I.D) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for O.D. controlled pipe and the average inside diameter for I.D. controlled pipe, all dimensions shall be per appropriate standard. Statistical or other "tolerance packages" shall not be considered in mandrel sizing. Mandrel shall be constructed of a metal or a rigid plastic material that can withstand 200 psi without being deformed. The mandrel shall have nine or more "runners" or "legs" as long as the total number of legs is an odd number. The barrel section of the mandrel shall have a length of at least 75% of the inside diameter of the pipe. A proving ring shall be provided and used for each size mandrel in use.

Adjustable or flexible mandrels are prohibited. CCTV inspection will not be a substitute for deflection testing. It shall be the Contractor's responsibility to locate and retrieve any lost or broken mandrels or other equipment left in the pipe during the testing process. Any damage resulting or repairs required from lost or broken equipment shall be at the Contractor's expense.

3.5 – Alignment testing

The Contractor shall backfill the trench to finish grade prior to performing alignment testing. An alignment test using a laser beam shall be performed. The laser beam shall be visible through the sewer between adjacent manholes.

3.6 – Manhole Pressure testing

The Contractor shall furnish all labor, equipment and materials necessary to perform manhole vacuum testing. Vacuum test equipment shall be approved by the Engineer. The vacuum testing shall be performed in the presence of the Engineer.

Each manhole shall be tested immediately after assembly and prior to backfilling. All lift holes shall be plugged with an approved non-shrink grout. All pipes entering the manhole shall be plugged securely. The test head shall be placed at the top of the cone section and the seal inflated according to the manufacturer's recommendations.

A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop one (1) inch.

The manhole shall pass if the time is greater than 60 seconds of 48" diameter manholes.

If the time lapse is less than described above, the Contractor shall make necessary repairs prior to performing the retest. Retesting shall continue until a satisfactory test is obtained.

PART 4 – METHOD OF PAYMENT

There shall be no direct payment for all testing work performed by the Contractor. Compensation for the work as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor.

END OF SECTION

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SECTION 340**TRAFFIC CONTROL****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary to maintain proper traffic routing, parking control, access to all residences and businesses, and public safety for the duration of the project.

1.1 – Standards

All construction traffic control shall conform to the latest editions of either the Nevada Work Zone Traffic Control Handbook or Part VI of the MUTCD, and Sections 624 and 625 of the NDOT Standard Specifications for Road and Bridge Construction. The speed used to design sign/device spacing and taper/buffer lengths shall be the existing posted speed on the road.

All signs and barricades shall conform to Section 332 of these Specifications where applicable. All traffic control devices are subject to being rated by the NDOT Permit Inspector for conformance to the current ATSSA publication “Quality Standards for Work Zone Traffic Control: Devices” which is available from ATSSA (Phone 703-898-5400). Any device determined by the NDOT Inspector not to meet these quality standards shall be replaced with an acceptable device.

Flaggers shall be used during working hours to control traffic flows in accordance with the Nevada Work Zone Traffic Control Handbook and as directed by the Engineer.

All Contractor’s personnel working within street right-of-way shall wear a reflective safety vest per Nevada OSHA regulations.

Any signs, barricades, or barriers which are necessary for night time hours or poor visibility shall utilize warning lights as specified in the latest edition of either the Nevada Work Zone Traffic Control Handbook or Part VI of the MUTCD.

Temporary Barrier Rails and Impact Attenuators shall be compliant with NCHRP 350 and the Contractor shall have manufacturer’s certificates of compliance available at the project site.

Traffic control signs shall include the names of the streets involved for detour or closure, i.e. DETOUR - USE VICTORIAN AVE., A STREET ALLEY UNDER CONSTRUCTION.

PART 2 – MATERIALS (NOT APPLICABLE)

PART 3 – EXECUTION**3.1 – Requirements**

Contractor shall submit traffic control plans to the Engineer and the City of Sparks for approval. Traffic control plans submitted shall conform to the latest edition of the Nevada Work Zone Traffic Control Handbook, Part VI of the MUTCD, the Contract Traffic Control Plans, and these Specifications. The proposed traffic control plans shall be prepared and signed by a Traffic Control Supervisor certified by the American Traffic Safety Services Association (ATSSA), hereinafter designated “TCS”.

If the Contractor makes significant changes to the traffic control plans, these changes must also be prepared and signed by the TCS. The final traffic control plans, signed (including ATSSA certification number) by the TCS shall be submitted to the City of Sparks as applicable and the Engineer for approval. Approved plans must be submitted five (5) calendar days prior to performing work. The TCS shall be retained by the Contractor at their expense.

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

1. Proposed construction zone and existing speed limits
2. All construction signing
3. Message board locations
4. Location of flaggers
5. Types and location of traffic control devices
6. Construction phasing (including phasing of intersection construction and detours, if any)
7. Method for maintaining traffic signal functions
8. Special events scheduling
9. Detours
10. Accommodations for mail delivery, pedestrian, bicycle, transit facilities, and emergency vehicles.
11. Lighting system plans where night operations are permitted, or for work accomplished one half hour after sunset to one half hour before sunrise.

Where night operations are permitted, or for work accomplished one half hour after sunset to one half hour before sunrise, the Contractor shall submit a night lighting system plan for approval. Include the light types, locations, and the manner in which the lights will be moved. The Lighting System Plan shall be prepared and signed by the TCS and submitted for approval with the traffic control plans. Use floodlights to illuminate the work area, flagger stations, equipment crossings, and other areas. Floodlights shall not produce a disabling glare condition for approaching road users. Do not use vehicle headlights or incandescent lights.

Any request by the Contractor to change the traffic control plans shall be submitted in writing and accompanied with drawings, prepared and signed by the TCS, showing the appropriate aspects of the traffic control plans at three weeks

prior to implementation. Such requests must be approved in writing by the City of Sparks, and the Engineer, prior to implementation.

Immediately after set up of new or modified traffic control plans, the Contractor shall have the TCS inspect the controls installed in the field to verify that all required controls, signs and devices have been installed and are operating as intended. The TCS shall submit to the Engineer a written inspection report on the traffic controls conformance with the approved traffic control plans and Contract requirements. If the TCS determines that the traffic controls are not in conformance with the approved traffic control plans, contract requirements, or determines that the traffic controls are not functioning as intended, the report shall address such deficiencies and make recommendations for changes. The Engineer may require the Contractor's TCS to revise the traffic control plans accordingly. If, during the course of construction, the Engineer determines that traffic controls have been modified or are not functioning as intended, he may request the Contractor's TCS to evaluate the traffic controls installed by the Contractor.

3.2 – Traffic control notification

The Contractor shall notify the Engineer and the following agencies a minimum of ten (10) calendar days prior to performing any street closures with traffic detours, regardless of whether the closure is shown on the Contract Traffic Control Plans:

1. City of Sparks Police Department
2. City of Sparks Fire Department
3. REMSA Ambulance Service
4. Regional Transportation Commission (RTC RIDE BUS)
5. Waste Management, Inc. (garbage collection)
6. U.S. Postal Service
7. Adjacent Residences and Businesses

The Contractor shall coordinate all construction activities with affected residents and businesses by maintaining ingress and egress to all adjacent properties along closed streets at all times. Emergency access shall be maintained within the limits of construction at all times.

Written notification shall be provided to impacted residents and businesses of the planned street closures and/or parking restrictions a minimum of seven (7) calendar days prior to the closure. Copies of the written notifications shall be provided to the Engineer. Such notification shall be made separately for each work site or construction stage, and shall be made each time work commences at that site when operations are intermittent. This notification shall state the date work will commence and the hours and days to be worked. When construction will necessitate traffic control affecting access to any hospital, at least forty-eight (48) hours advance notification and coordination will be given in person mutually by the Contractor and the Engineer. A draft of all notifications to residences and businesses shall be submitted to the Engineer for review and approval before distribution.

The Contractor shall prepare a log that records the name of each agency notified, date and time of the notification, name of the person making the notification, name of the person receiving the notification, and the details conveyed to the agency. This notification log shall be submitted to the Engineer weekly.

3.3 – Work zone operations

The Contractor shall coordinate Traffic Control with the City of Sparks with respect to any special events that may be affected by construction activities.

The Contractor shall be responsible for Traffic Control until such time as any street markings eradicated by the work are replaced with permanent markings.

The Contractor shall not proceed with any construction until proper traffic control has been provided to the satisfaction of the Engineer. Any lost days due to improper traffic control will be charged against the Contractor's allowable contract days.

The Contractor shall perform snow removal that is necessary to continue the prosecution of the construction work at their expense.

All streets shall be open for normal traffic movement during night time and weekend periods.

Parking restrictions indiscriminately applied will not be enforced by the Police Department. A "No Parking" notification, supplied by the Contractor, shall be applied only as and when needed, and shall be removed unless absolutely necessary. The "No Parking" restrictions shall be in-place three (3) calendar days prior to performing any work at that location.

A street will be considered closed to through traffic if it is barricaded or a closed sign is posted on any portion of the street, including intersections of crossing streets. Detour Route(s) shall be in place prior to any closure.

Failure to comply with any specification herein or with direction from the Engineer may result in a stoppage of work until compliance is restored. Additional Contract time shall not be provided as compensation for any work stoppage to correct traffic control issues.

The Contractor shall provide temporary cold mix asphalt concrete ramps where required. These areas include driveways, alleys and intersections.

During the roadway removal process, the Contractor shall safety slope all longitudinal drop-offs. Safety slopes shall be placed flush with the existing pavement, tapered and compacted at the end of each day's operation. The Contractor shall submit details for the proposed safety slope construction to the Engineer at least five (5) working days prior to implementation. The proposed details shall be approved by the Design Engineer prior to use. The Contractor may submit an alternate method in lieu of using safety slopes. If the Engineer does not approve the alternate method, or if it does not function as intended, safety slopes

will be required. All driveways shall be opened and accessible at the end of shift.

All longitudinal drop-offs must be acceptably delineated and signed. Approved four horizontal to one vertical (4:1) aggregate/grindings base safety slopes (with hot/cold mix safety slopes at driveway/intersection access points to prevent scattering of safety slope when constructing within paved areas) and/or other safety measures approved by Engineer shall be constructed and maintained where public traffic is exposed to longitudinal drop-offs greater than four (4) inches during non-working hours.

If steel plates are approved by the City of Sparks for use, such as in bridging utility adjustments, all plates shall have a 4:1 cold mix ramp constructed along the face of all perimeter edges, and “bump” signs shall be placed at all locations where a vehicle may encounter the plates. Additionally, if steel plates that are subject to non-working hour vehicular traffic are approved for use in bridging an open excavation, the contractor shall provide an acceptable method to prevent the plates from sliding or moving, in addition to the cold mix ramps.

To avoid inadvertent access by motorists across unfinished pavement surfaces during paving and overlay, the Contractor shall place sufficient controls and flaggers to close access at the approach end of the lane being paved, and at each access point crossing the new pavement. The controls should be located between the open travel lanes and the paving operation, parallel to the paving operation. The Contractor may place cones, delineators, barricades, bright tape, or other controls which will clearly inform motorists that they cannot cross the unfinished pavement.

PART 4 – METHOD OF PAYMENT

This item is the provision of traffic control in accordance with these Specifications for all items in the base bid. The work comprising the unit price bid, per lump sum, for this item shall consist of all labor, equipment, materials and incidentals necessary to comply with these Specifications including, but not limited to, preparation and distribution of plans, notices and reports; setup, removal and maintenance of all barricades, signs (including custom signs), channelizing devices, barrels, cones, flag persons, detours, pilot cars, arrow boards, and message boards; temporary striping; temporary paving; temporary aggregate base; and plantmix bituminous ramps.

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 traffic control shall be made at the contract unit price bid per lump sum for entire project. If, for any reason, a portion of the project is deleted, the Engineer may deduct an appropriate percentage of the lump sum payment for that portion of the traffic control work deleted. 25% of the contracted lump sum amount will be paid the first month of the project. Additional monthly payments will be based on the percent of the total work completed.

END OF SECTION

SECTION 342**STORM WATER PROTECTION****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for erosion controls, installation and maintenance of storm water protection devices, street sweeping, protection and cleaning of storm drain structures throughout the duration of the project. Conforming to the requirements of this section does not relieve the contractor of the cleanup requirements in as described other sections of the contact documents.

1.1 – Standards

All construction activities, procedures and devices shall conform and incorporate Nevada Department of Environmental Protection (NDEP) Best Management Practices for Storm Water Management as supplemented by the most current version of Truckee Meadows Construction site best management practices handbook (BMP handbook) and in accordance with the Federal Clean Water Act.

PART 2 – MATERIALS (NOT APPLICABLE)**PART 3 – EXECUTION****3.1 – Requirements**

The contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the procedures set forth by the Nevada Department of Environmental Protection (NDEP). All inspections, maintenance activities or other repairs shall be documented and kept it on site at all times. At minimum documentation shall be submitted to the Engineer every 7 days, prior to forecasted rain events and within 24 hours after any rain event that creates runoff. Documentation shall be in the submitted on the “Construction Site Inspection Checklist” provided in Appendix D of the BMP handbook. Contractor shall also submit maps, photographs and/or narratives to explain maintenance and/or repair to BMP devices. In addition to the SWPPP the contractor shall prepare a plan describing the procedures and practices where construction activities may pollute storm water runoff or discharge into the storm drain system.

PART 4 – METHOD OF PAYMENT

This item is the preparation and distribution of storm water protection plans, installation, maintenance and/or replacement of BMP devices, erosion control measures for unpaved surfaces, notices, submittal of inspection reports, sweeping, removal of all BMP devices, vacuum and clean all debris in and around catch basins drop inlets and manholes to the satisfaction of the City of Sparks. There shall be no direct payment for all other work performed by the Contractor. Compensation for the work as specified to perform the construction operations shall be considered as included in the price bid for other items of work and no additional compensation will be allowed the Contractor.

END OF SECTION

SECTION 400**WATER FACILITIES****PART 1 – GENERAL**

Furnish all labor, equipment, and incidentals necessary for the adjustment and reconnection of existing water service laterals crossing the new sewer main.

1.1 – Standards

All construction activities, procedures and devices shall conform and incorporate Nevada Department of Environmental Protection (NDEP) Best Management Practices for Storm Water Management as supplemented by the most current version of Truckee Meadows Construction site best management practices handbook (BMP handbook) and in accordance with the Federal Clean Water Act.

PART 2 – MATERIALS

Contractor shall strictly conform to the TMWA Engineering and Construction Standards, Latest edition for materials related to water service laterals crossing sewer mains.

PART 3 – EXECUTION

Contractor shall strictly conform to the TMWA Engineering and Construction Standards, Latest edition when performing water service lateral crossing sewer main construction activities.

PART 4 – METHOD OF PAYMENT

The Contractor shall be paid lump sum per each water service lateral adjustment and reconnection to existing water lateral based on field measurement. Payment shall be for full compensation for all labor, equipment, and incidental work necessary to adjust a water service, including but not limited to sawcutting and removing existing asphalt pavement and concrete, trenching, installing service adjustment (vertical offset), pipe laying, backfilling, joint sealing, compaction, connecting to existing water service lateral, testing and inspection, temporary pavement patching, replace existing landscaping, fencing (if necessary), to like or better conditions, in accordance with the Plans and Standard Specifications for Public Works Construction, latest edition and the TMWA Engineering and Construction Standards, Latest Edition.

This item shall be considered a contingent item. The quantity indicated in 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 contained in the Bid Schedule shall not constitute a basis for claim by the Contractor for extra payment or changed conditions. The final pay quantity shall be by field measurement per each complete in place.

**END OF SECTION
END OF TECHNICAL SPECIFICATIONS**

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:

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 Two Hundred Fifty Thousand Dollars (\$250,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed Two Hundred Fifty Thousand Dollars (\$250,000), the State Labor Commissioner may audit the entire Contract period.

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.

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.

The Remainder of this Section (Section 8) IS IS NOT Applicable to this contract):

- A. 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.
- B. 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.
- C. 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.

D. The records in Section C 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 insurance for the types of coverage, limits of insurance and other terms specified herein, 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 no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. 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. 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/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

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, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

- \$2,000,000** 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, it shall be



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 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, 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. 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.

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

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. 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.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

A policy form or endorsement is required confirming coverage for 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 substitute forms providing additional insured 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.

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or 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 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of 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 10/13 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 10/13.

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.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

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 07/11 or substitute form providing equivalent coverage.

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

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 ten (10) days' notice 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 (10) 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 suspended, voided, cancelled or non-renewed, 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 _____