

**BID FOR**  
**PAH RAH PARK PRE-MANUFACTURED RESTROOM**  
**BUILDING**

**BID # 16/17-004**

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

**PUBLIC BID OPENING: 2:00 PM ON SEPTEMBER 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  
PAH RAH PARK PRE-MANUFACTURED RESTROOM BUILDING  
BID #16/17-004**

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

**PROJECT DESCRIPTION:** The work performed under this contract consists of, but is not limited to: all material, labor, tools, expendable equipment, utility, and transportation for the fabrication (offsite) and installation of a prefabricated restroom located at Pah Rah Park, 1750 Shadow Ln, Sparks, NV. The vendor will connect necessary utilities and be required to coordinate installation with the City's general site work contractor.

**PRE-BID MEETING:** A NON-MANDATORY pre-bid meeting will be held at Pah Rah Park, 1750 Shadow Lane, Sparks NV at 9:00AM on August 31, 2016. Best access to parking is Vista Blvd., to Merlot Ct.

**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 3<sup>rd</sup> party bid listing or re-selling service. For further information, contact the Purchasing Division at [dmarran@cityofsparks.us](mailto: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: August 24, 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. \_\_\_\_\_ Acknowledgement and Execution Form
4. \_\_\_\_\_ Certification Regarding Debarment
5. \_\_\_\_\_ Bid Bond
6. \_\_\_\_\_ Signed Bid Addenda (if applicable)

**CITY OF SPARKS  
 BID ITEM SCHEDULE**

**BID #** 16/17-004

**BID TITLE:** PAH RAH PARK PRE-MANUFACTURED RESTROOM BUILDING

**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)

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1.0	1	LS	Offsite fabrication of pre-manufactured restroom and installation on site per specifications, per lump sum.	\$ _____ /LS	\$ _____
2.0	FA	FA	Force Account-Work as Authorized by the City Project Coordinator/Engineer (Contingent Item)	\$ <u>5,000</u>	\$ <u>5,000</u>

<b>Total Bid Price \$</b> _____ (written total bid price)	\$ _____
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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:

**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 **PAH RAH PARK PRE-MANUFACTURED RESTROOM BUILDING, Bid # 16/17-004**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

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

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

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

State of Nevada )  
 )  
County of \_\_\_\_\_ ) SS.  
 )

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 # **16/17-004**, for the **PAH RAH PARK PRE-MANUFACTURED RESTROOM BUILDING**.

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



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### 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 **PAH RAH PARK PRE-MANUFACTURED RESTROOM BUILDING**, 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



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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.



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**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 3<sup>rd</sup> 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](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.

## General Conditions



- (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



## General Conditions



(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.

<b>Applicable to this Contract</b>	<b>Insurance Type</b>	<b>Minimum Limit</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
<b>Yes</b>	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
<b>Yes</b>	Automobile Liability	\$1,000,000	✓	✓	
<b>Yes</b>	Workers’ Compensation	Statutory	✓	N/A	✓
<b>Yes</b>	Employer’s Liability	\$1,000,000	✓	N/A	

**General Conditions**



<b>Applicable to this Contract</b>	<b>Insurance Type</b>	<b>Minimum Limit</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
<b>Yes</b>	Professional Liability	\$1,000,000	✓	N/A	N/A
<b>No</b>	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.

## General Conditions



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.

## General Conditions



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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)

## General Conditions



- 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

## General Conditions



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:

## General Conditions



- 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



## General Conditions



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

## General Conditions



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.

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- (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



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### 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



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### 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 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items

## General Conditions



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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).**

**PAH RAH PARK PRE-MANUFACTURED RESTROOM BUILDING**  
**Bid Number 16/17-004**  
**SPECIAL PROVISIONS**

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction" (Orange Book), 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 City General Conditions, contract forms, plans, technical specifications and these Special Provisions (all contained within this bid document).

**SECTION 1: SCOPE OF WORK**

Workscope: The work performed under this contract consist of, but is not limited to: all material, labor, tools, expendable equipment, utility, and transportation for the construction (offsite) and installation of a prefabricated restroom located at Pah Rah Park, 1750 Shadow Ln, Sparks, NV. The vendor will connect necessary utilities and be required to coordinate installation with the City's general site work contractor. The site 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 AND DETAILS**

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

**SECTION 4: NOTICE TO PROCEED**

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

**SECTION 5: WORKING DAYS**

The work to be performed under this contract shall be commenced after all executed Contract Documents have been submitted, within five (5) calendar days of the commencement date set forth in the Notice to Proceed. The work, including any and all alternates and options, shall be completed within one hundred twenty (120) calendar days after the commencement date set forth in the Notice to Proceed.

**SECTION 6: LIQUIDATED DAMAGES**

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City, FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or



any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges. The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

**SECTION 7: EXCUSABLE DELAYS**

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

**SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS**

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

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

**SECTION 9: AUTHORITY OF THE PROJECT COORDINATOR AND INSPECTOR**

All work shall be done under the supervision of the Project Coordinator acting on behalf of the City. He shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans and specifications, acceptable fulfillment of the contract and compensation under the specifications. He shall determine the amount of work performed and materials furnished and his decision and estimate shall be final. His estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The Project Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Director of Public Works.

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

**SECTION 10: CHANGE ORDERS**

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

**SECTION 11: COOPERATION WITH OTHER CONTRACTORS**

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

**SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS**

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

**SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS**

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

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

**SECTION 14: PROTECTION OF EXISTING UTILITIES**

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

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

It shall be the CONTRACTOR's responsibility to adjust all surface mounted utility appurtenances, such as manholes, survey monument covers and valve boxes to grade consistent with the grade of the restored street surface.

**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 of Sparks 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 or Inspector. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the Department shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the Project Coordinator or Inspector participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the Project Coordinator or Inspector.

**SECTION 18: 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 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 19: 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Saturday unless otherwise required by these specifications or approved in writing by the City Engineer 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 <sup>rd</sup> Monday in January	Martin Luther King, Jr. Birthday
3 <sup>rd</sup> Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Family Day (day after Thanksgiving)
December 25	Christmas Day

**SECTION 20: MATERIAL 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 submittal should be submitted.

- Aggregate Base
- Asphalt Mix Designs
- Concrete Mix Designs
- Concrete curing compound
- Expansion Material

**SECTION 21: TRAFFIC CONTROL PLANS**

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

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

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

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

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

- Detours
- Accommodations for pedestrian, bicycle, and transit facilities

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

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

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

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

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

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

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

For this project existing roadways will only be allowed to be closed to thru traffic only. Flaggers will be required if Project Coordinator or the Inspector believes it is needed due to current activity or traffic safety. Failure to comply with Flagger requirements will result in an immediate shut down of all construction activity. Work will resume when the flagger requirement has been satisfied.

## **SECTION 22: CLEANUP AND DUST CONTROL**

It shall be the CONTRACTOR's responsibility to provide cleanup and dust control throughout all phases of construction, including suspension of work, and until final acceptance of the project. The

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

All construction procedures shall conform to WCDHD-AQMD standards.

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

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

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

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

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

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

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

Emergency repairs, complications arising with interfacing new improvements to existing improvements, emergency pumping, emergency light/power plants, premium time or overtime to accelerate portions of work, unexpected utility modifications or conflicts, correcting existing substandard work, requested

traffic control measures or signage, over-excavation of unsuitable materials, unknown field conditions, underground storage tanks, asbestos encountered, or any other miscellaneous or incidental items related to unforeseen circumstances.

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

#### **SECTION 24: RECORD DOCUMENTS**

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

#### **SECTION 25: PROJECT SUPERVISION**

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

#### **SECTION 26: SURVEYING AND TESTING**

The city will provide construction surveying for the project. The contractor should exercise extreme care around stakes, PK nails and any reference points. Any re-staking that is needed due to damage by the contractor will be the responsibility of the contractor.

Compaction testing and concrete testing will be provided by the city. 24 hour notice must be given by the contractor to the project coordinator or inspector prior to any testing.

**PAH RAH PARK PRE-MANUFACTURED RESTROOM**  
**Bid #16/17-004**  
**TECHNICAL SPECIFICATONS**

**SECTION 13000**

**BUILDING**

**A. General, Specifications and Clarification of Prefabricated Building and Site Installation**

1. This portion of the bid specifications does not follow the CSI standard format as the prefabricated structure in this bid is an ***off-site constructed “product”*** and not “typical” general construction.
2. The ***installation of the product on-site is general construction*** which must be coordinated between the owner or their general contractor and the supplier. Specifications for the building foundation/pad shall be provided herein by the specified supplier. Due to the responsibility of the specified building supplier for architecture, engineering and a five-year warranty, the site pad/foundation must meet the suppliers design so the pad and building can be considered from a single source for warranty purposes. The supplier must accept the pad and compactions tests prior to installation in order to take responsibility for the entire system under their warranty.

**B. Architectural Design/Engineering and Insurance Responsibility**

1. While the City has provided bid specifications and a design for the building, the building design/build supplier remains legally responsible for architecture, engineering, and all applicable building, safety, health, fire, and accessibility code compliance. Since they hold professional design responsibility to the owner, the building supplier must furnish certification that they provide product liability insurance in the amounts required by the general specifications ***to cover property damage and personal injury***. Final drawings shall be stamped by a Nevada engineer and State of Nevada Manufactured Division, suitable for local permitting.

**C. Errors and Omissions Insurance**

1. The building supplier must also provide an additional Professional Architectural and Engineering Errors and Omissions insurance, in the minimum amount of \$2,000,000, ***to cover claims against the owner or their general contractor for State and Federal ADA handicapped accessibility and other design/engineering code issues***. This Errors and Omission Policy must remain in effect for 5 years from the completion and owner acceptance of the project. Products liability insurance (since it does not cover professional design responsibility only) will be insufficient for this bid and may be cause for rejection of the bidder.

**D. Insurance for the Building offsite, while in transit, and/or on site until turn over and final owner acceptance**

1. The supplier may request invoicing for a percentage of building completion in-plant, monthly. Under UCC law, this means that the supplier is turning over responsibility for the portion invoiced to the owner yet the building will not be on the owner’s property and may not be covered by the owners insurance. Therefore, the building supplier must provide a separate insurance policy insuring the owner and their general contractor as additionally insured for liability, damage and/or vandalism to the building while in the manufacturing facility, while in transit, and/or while in storage at a certified bonded storage facility or at the final project site for up to \$200,000 for each prefabricated building module, until the building is final accepted by owner.

**E. Owner or General Contractor Coordination with Design/Build Supplier**

1. The specified prefabricated public restroom building requires coordination between the owner or their general contractor (who prepares the site pad and delivery access for the prefabricated storage building) and the prefabricated restroom building supplier (who completes the architectural design,



engineering, off-site building construction, delivery and installation on site.) The specified prefabricated restroom building specifications include unique components/systems which are custom to the restroom building supplier.

**F. Owner or General Contractor, General Scope of Work**

1. The owner or their general contractor for this project is responsible for the site survey and staking the building location, finished slab survey elevations and marking on site, construction and compaction of the required building pad; access to the site for a large crane and tractor trailers delivering the prefabricated building; providing water, sewer, and power at a point of connection (POC) within 6 feet of the building and at the depth required by the building subcontractor and local code; and the installation of any sidewalks outside the building footprint.
2. The supplier shall survey the site prior to bid and notify the owner of any site delivery concerns. All access will be via the roadway and parking lot. Any modifications to the existing infrastructure to facilitate delivery and crane access must be brought to the City's attention by the restroom supplier. The City or their general contractor will be responsible to make the necessary modifications to allow for delivery.
3. The supplier shall be responsible for all equipment necessary for transportation and setting of pre-manufactured restroom at the site.

**G. Supplier/Prefabricated Restroom Building, General Scope of Work**

1. The prefabricated restroom building specialist will provide to the owner or their general contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The design/build supplier shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey, (to 6' from the building footprint) on an owner or general contractor prepared pad per the drawings included in this bid.

**H. Licensing:**

The supplier must comply with all the State of Nevada, Manufactured Housing Division, prefabricated "Commercial Coach Requirements" as follows:

1. The building *manufacturer* must be licensed by State of Nevada, Manufactured Housing Division as a manufacturer for the last five years, to verify experience.
2. Submit a copy of the all the current licenses for verification with bid.
3. The selling dealer must be a Nevada licensed dealer.
4. The licensed dealer must also possess a State of Nevada Contractors Board Class B-1 and B-2 License.
5. The successful supplier will be required to submit all licenses prior to award of contract by Council.

**I. Bid Standard for the Prefabricated Restroom Building**

1. The City of Sparks understands that there are several firms who design and build various types of prefabricated public restroom buildings in varying quality and architectural styles, using similar or different construction methods and materials. For the purpose of this project, the owner has selected:

Public Restroom Company, 2587 Business Parkway, Minden, NV 89423 and specifies herein that this firm is the standard for architectural design (safety, green design, code compliance, and site specific compatibility.) PRC is also the standard of building performance and quality for the 50 year building design-life with low-maintenance based upon the longevity of the materials selected. Other firms quoting "or equal" whose criteria and standards do not comply will be rejected. PRC contact information is:

**Chris Gaughan**, Project Development Manager  
**Phone:** 888-888-2060 extension 106  
**Fax:** 888-888-1448  
**Email:** ChrisG@PublicRestroomCompany.com

**J. “Or Equal Restroom Design/Build Suppliers”**

1. The City of Sparks may also allow other firms to become qualified to bid but any firms so authorized to bid must comply with the bid specifications and plans, or be subject to post bid rejection.
2. In order to provide full and open competition, other firms may request approval as “or equal.” **The following items must be provided to the City in accordance with substitution requirements outlined in the project specifications.** Failure to supply these items may result in bid rejection.
  - a) Or Equal applicant shall provide with their bid submission, scaled floor plans and elevations, to show general architectural design criteria is met.
  - b) Or Equal applicant shall provide with their bid submission, a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
  - c) Or Equal applicant shall provide with their bid submission, manufacturer’s certification of test compliance from a national independent testing laboratory (within the past year) to support the claim for absorption resistance of the slab type that will be used in their proposed restroom. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C39 and #C642, respectively.
  - d) Or Equal applicant must provide a list of every building they designed and built over the last 3 years utilizing the same building materials/systems design criteria as published in this bid. Provide date of building bid, date of completion, and most knowledgeable owner contact.
  - e) Pre-cast concrete buildings will not be accepted.
3. The City of Sparks or their consultant will be solely responsible for the decision to accept or reject the “or equal” submission.

**K. Certificate of Off-site Inspection and Construction Compliance, Provision for Maintenance Manuals, and Warranty**

1. The supplier shall have a licensed third party inspection firm provide the owner and the local building official with certification and compliance for the building with the approved plans and specifications for the off-site restroom construction. A certificate of compliance shall be issued by this inspector to the local building official to provide certification that the building meets and or exceeds the approve plans and applicable codes.
2. At the project conclusion, the building supplier shall furnish two sets of complete maintenance manuals including a trouble shooting guide, location of manufacturers of key components for replacement parts together with final as-built plans, and a **five (5) year warranty** to the owner or general contractor.

**L. Site Scope of Work by Owner or Their General Contractor**

The owner or general contractor shall prepare the restroom building sub grade pad to receive the prefabricated building in accordance with the bid drawings.

1. The building pad shall be excavated to 14” deep from the final building concrete slab elevation in accordance with the drawing titled “foundation pad design.”
2. The building pad shall meet a 90% compaction in lifts using class II base for the first four inches and coarse sand for the last two inches of the pad, leaving the finished sub grade pad elevation at finished floor, minus 8”.
3. The owner or general contractor shall provide water point of service at 30” below finished building slab; sewer at 24” below the finished building slab; and electrical at 36” below the finished building

slab or other per bid plans.

4. Owner or their general contractor shall coordinate with restroom supplier to provide full site delivery access as noted by the restroom supplier based upon site review.
5. If the final site access is over existing sidewalks, utilities, or landscaping, the owner or their general contractor shall be responsible for plating and or tree trimming, utility line removal, or other to protect any existing conditions.
6. The hydro crane must be able to locate no greater than 35' from the center point of the building to the center point of the crane.
7. The utilities shall be furnished per bid site plans at specified points of connection (POC) nominally 6' from the building line.
8. Owner or their general contractor shall furnish and install final grading, landscaping and sidewalks.

#### **M. Connection to Utilities**

1. The supplier will furnish Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Restroom supplier shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panel to POC only. Final utility connections shall be by owner, their general contractor, or others. Owner or their general contractor shall flush the water lines thoroughly before making final water connection to the building.

#### **N. Concrete Slab, Required Independent Testing Laboratory Certification**

1. The prefabricated building slab special concrete technology claims to be water and urine resistant for life due to special additive technology. The supplier must furnish a test certification of compliance from a national independent testing laboratory to support the claim for absorption resistance. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C642 and #C39 respectively. Since this non-absorbency capability is so significant, the design/build subcontractor must provide a general certification of compliance with the above standards.

#### **O. Prefabricated Restroom Building**

1. The City of Sparks has evaluated several prefabricated restroom building suppliers. This bid requires such a building be used in lieu of site built traditional construction because of the unique built-in advantages guaranteed by the design/build firm. This technology includes many new innovations such as non-absorbent concrete; anti-microbial components to reduce health risks; built in vandal resistance design; lowered maintenance and long term warranties that reduce owner risk for failure. The specifications below are written around this new technology.

#### **P. Mat Engineered Concrete Building Slab/Foundation**

1. The mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is water proof for life.
2. Perimeter Steel Curb: 5/16" 50,000 kip steel 6" X 6" welded continuous angle.
3. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per engineers requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the engineer of record as required for the use intended. In coastal locations or when required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.
4. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
5. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with

continuous ¼" fillet welds. Nuts shall be welded to common steel plates per the engineer of records design and attached to the interior steel rebar structural mats.

6. The engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable ¾" 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
7. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall slope to any floor drains within each room and if no floor drain is present the floor should not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.
8. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.
9. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
10. The building system shall be designed for placement on an owner or their general contractor site prepared class 2 building pad/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by owner or engineer of record. A geotechnical report is being prepared by the City's consultant and will be supplied to the successful restroom supplier.

#### **Q. Footings**

1. The footing design for the modular restroom shall be in accordance with all applicable building code requirements (2012 IBC section 1807) set forth by the City of Sparks, Nevada and City provided geotechnical investigation to the successful supplier.
2. The restroom supplier shall submit prefabricated restroom footing design by a licensed Nevada Engineer to the City. The City will be responsible for obtaining the permit.
3. The City's general contractor will be responsible for the construction of the footing per the approved footing design.

#### **R. Exterior & Interior Masonry Block Walls**

1. The exterior walls shall be 4" or 6" thickness per State of Nevada codes or engineering for wind and seismic. The interior walls shall be 4" block to ceiling height.
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two part structural epoxy, wet set the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements. Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering calculations require that rebar shall be installed in each concrete block center void or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.
3. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All 4" CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar.

#### **S. Roof System**

1. The roof shall be exposed fiber reinforced cement ceiling panels over Structural Insulated Panels (SIPs) consisting of OSB laminated with structural adhesives to an insect resistant EPS insulation core.
2. The exterior finish shall be 26 gauge standing seam metal panels over a 30 pound building paper, over the structural insulated panels. Building roof rake and fascia shall be wrapped with 14 gauge formed

metal to match roof. Roof color shall be determined by owner and selected from the color chart by restroom supplier.

3. Roof shall be designed per plans to reduce vandals climbing on roof and to obtain proper ventilation size openings for the gables to provide fan-free ventilation.

#### **T. Interior Wall Finish**

1. Interior precision CMU block masonry walls shall be smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids (white) industrial grade enamel.

#### **U. Exterior Wall Finish, Masonry and Gable**

1. The building exterior finish shall be and split face 8" x 16" CMU to wall height per the exterior elevations in the bid plans. Color to be selected by Owner.
2. Exterior block and wainscot to have a non-sacrificial graffiti coating applied (may be applied onsite or offsite prior to delivery) manufactured by Vitrocem.

#### **V. Gable Ventilation System**

1. Shall be woven ¼" X 1.5" X 1.5", 304T, stainless steel woven crimp-stop wire mesh set into grooved channels within the CMU block with a stainless steel channel at the connection to roof structure. Lexan winter panels shall be provided at each screened opening.

#### **W. Doors and Gates**

1. All entry doors shall be 7'-0" high, custom fabricated, 14 gauge steel; reinforced with concealed 14 gauge steel ribs welded at 6" intervals on each face, reinforced with a welded plate for door closer mounting; hung on a single continuous, 1 million cycle, aluminum gear hinge with stainless steel vandal resistant screws at nominal 4" on center. The doors shall weigh nominally 176 lbs each for a 36" X 84" door. All doors shall have a Schlage "D" series commercial lockset. "Z-shaped" anti-microbial pull handles with integral "latch-guard" shall be mounted on all entry doors. The restroom entry doors shall have an "LCN" heavy duty #4210 Series door closer fastened to a structural reinforced welded door plate per manufacturer design. Custom fabricated 14 gauge steel door jambs with 4" steel heads shall be welded to the steel cap beam and be solid filled with 3000 psi masonry grout mix. Stainless steel vandal resistant fasteners shall be used on all hardware. Doors shall be primed and painted with 2 coats of semi-gloss, industrial enamel, color to be selected by Owner.

#### **X. Specialties**

All specialty washroom equipment shall be commercial grade stainless steel fastened securely to walls with vandal resistant stainless steel screws to avoid removal by vandals as follows:

1. Toilet paper holder shall be a covered three-roll, 18 gauge stainless steel. Toilet paper holders shall be attached to block walls with 4 epoxy bedded vandal resistant stainless steel fasteners.
2. Stainless steel grab bars to code shall be 1 ¼" minimum exposed fastener vandal resistant design and installed at each accessible water closet.
3. Cast Aluminum ADA compliant signs shall be recessed into block surface flush with masonry exterior. Signs shall have raised pointed Braille tips and shall be blind secured with epoxy adhesive and stainless steel fasteners.
4. The toilet partition walls shall be concrete precision block finished the same as the building interior walls, structurally reinforced to support load of 350 lbs minimum and raised 12" above finished floor. The toilet partition doors shall be custom fabricated, ¾" Solid Color Reinforced Composite (SCRC) panels, color to be "Forest Green." The doors are secured by stainless steel fasteners to a continuous stainless steel spring-loaded 54" hinge. There shall be a coat hook on the back of each partition door.
5. IN SLAB HYDRONIC HEATING SYSTEM: Shall be multi-zone heavy duty high efficiency system with ventless compact micro-boiler. Radiant heat integral to concrete floor slab, with all heating elements and controls located within plumbing chase.

## **Y. Plumbing**

1. Building shall be fully compliant with the following codes:
  - a) All applicable State of Nevada Building Codes. Latest edition applicable.
  - b) All applicable Washoe County, NV Building Codes. Latest edition applicable.
2. GENERAL: All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual (two copies) delivered in utility chase of building.
3. WATER PIPING: Shall be commercial grade PEX above grade and type K with silver solder below grade. All water piping shall be designed and constructed with high and low point drain fittings. All piping shall be mounted on Uni-strut wall brackets with neoprene isolators, to code.
4. WATER PRESSURE GAUGE/VALVE COMBO: install three commercial grade industrial water pressure gauges, isolation ball valves, 150 PSI pressure regulator with wye strainer, 10 micron water filter with clear canister and check valve.
5. PLUMBING FAUCETS, ISOLATION VALVES AND ACTUATORS: All fixtures except those with flush valves shall be isolated with ball valves for each fixture, concealed hydraulic button-type flush valves, and metered push-button type lavatory faucets.
6. DWV PIPING: DWV piping shall be concealed behind the wall. DWV piping shall be PVC DWV, solvent welded, for all concealed piping. A cast iron no hub DWV vent pipe with a cast iron roof mounted vandal cap vent shall be required, through the roof.
7. REMOVABLE PIPE TRAPS: All floor drain, sink drain, and waste traps shall be removable for maintenance. Floor drains shall be trapped behind the wall in the utility chase using a combination waste and vent system. Floor drains shall be increased two pipe sizes over standard to allow code use. All surface mounted utility chase piping shall be mounted on Uni-strut with plastic isolators to code. Sink drain traps shall be concealed behind the utility chase walls where maintenance staff can access all plumbing.
8. PLUMBING FIXTURES: Plumbing fixtures shall be 14 gauge stainless steel manufactured by Acorn. Toilets shall be wall hung, rear discharge, with concealed anti-microbial, lever-type, flush valves. Toilet seats shall be black solid core plastic, non-flammable construction with continuous stainless steel concealed self-checking hinges. Lavatories shall have concealed remote traps behind the mechanical wall. Schedule of fixtures:
  - a. Water Closets: Acorn Penal-Ware, 1675-W-1-HET-FVBO-9-ADA-PFS
  - b. Water Closet Flush Valve: Zurn Z6143AV-WS1-BG-7L
  - c. Urinal: Acorn Penal Ware: Acorn 1709HEU-1-0.5 GPF-FVBO
  - d. Urinal Flush Valve: Zurn Z6195AV-WS1-BG-7L
  - e. Lavatories: Acorn Penal-ware 1652LRB-1-DMS-03-M-H1
9. FLOOR GRATES: Removable 350 lbs per square foot pultruded fiberglass non-skid floor grates shall be installed over every opening in the utility chase for OSHA protection/compliance.
10. HOSE BIB: There shall be one Woodford 24-PC hose bib provided in the utility chase.
11. HOSE REEL: One commercial grade hose reel with capacity for 65' X 3/4" commercial heavy duty hose and nozzle shall be hung in mechanical room for cleaning of restrooms. One 65' x 3/4" commercial hose shall be furnished.

## **Z. Electrical**

1. GENERAL: Electrical system and components shall be commercial grade or better and piping conduits shall be installed on commercial Uni-strut wall hangers. Interior and exterior electrical lighting fixtures in public areas shall provide lifetime manufacturer's warranty.
2. PANEL/WIRING: One 200 amp main industrial grade Panel Board, Square "D" QO series, shall be mounted in the utility chase in the restroom building. All breakers shall be plug-on type, minimum 10,000 A.I.C. RMS (Sym) at 120/240 vac. Wiring shall be stranded copper wire #12 min in EMT piping with screw fittings.
3. PIPING: All piping shall be surface mounted to the masonry block walls with minimum of 2" fastener penetration. EMT conduit shall be compression type. Main panel shall maintain a 30" X 36" safety code required clear space, floor to 6' above finished floor.

4. EXTERIOR LIGHTING: Luminaire YWP610, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed per plans
5. INTERIOR LIGHTING: Luminaire SWP610, LED, vandal resistant high-impact polycarbonate lens fixtures shall be installed in the restrooms per plans (2 in each restroom). The utility chase shall have one (1), 4' single-tube LED fixture, suitable for wet locations, with a single switch at door entry.
6. LIGHTING CONTROL: All interior restroom lighting shall be controlled by a photo cell mounted 8' high on the utility chase/restroom wall. Two (2) bypass switches shall be located in the utility chase (one for interior lighting and one for exterior lighting), so maintenance staff can check operation during daylight hours. A time clock mounted in the utility chase shall control all exterior lighting.
7. ELECTRICAL OUTLET: One (1) commercial spec grade dedicated GFCI in the utility chase.
8. MAGNETIC DOOR LOCKING SYSTEM: Securitron Magnalock Model M62 magnetic time clock controlled lock system shall be furnished for each restroom entry door. "Touch to Exit" (Touch Sense) release plate shall be installed adjacent to the interior door jamb of each restroom door and an occupancy sensor, mounted above door to comply with code. System shall also remain operating for a minimum two-hour power out cycle by a self-charging battery back-up.
9. HAND DRYER: Shall be Dyson Airblade V, anti-microbial Nickel-finish, one adjacent to each lavatory in the restrooms.
10. IN SLAB HYDRONIC HEATING SYSTEM: Shall be multi-zone heavy duty high efficiency system with ventless compact micro-boiler. Radiant heat integral to concrete floor slab, with all heating elements and controls located within plumbing chase.

**AA. Certifications**

Building shall be certified in compliance with the plan approval by the State of Nevada, Manufactured Housing Division and shall be delivered with an applied insignia in compliance with all State regulations. The local building authority shall provide site inspections for the underground mechanical piping and final connections, footings, and access issues outside the restroom footprint. Restroom building supplier shall also furnish 5 year warranty, certifications for the concrete slab specification compliance, and maintenance manuals for the building and components.

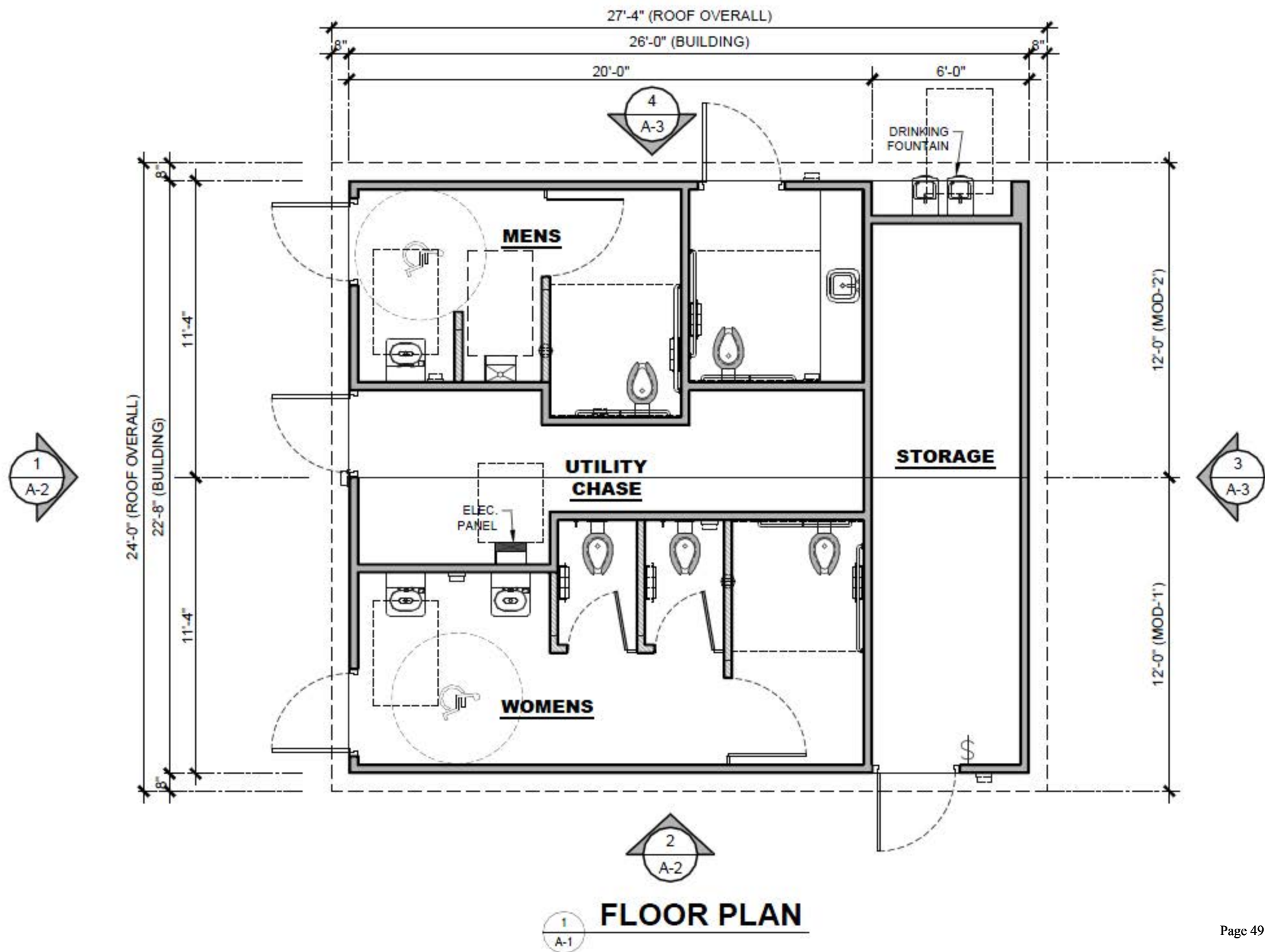
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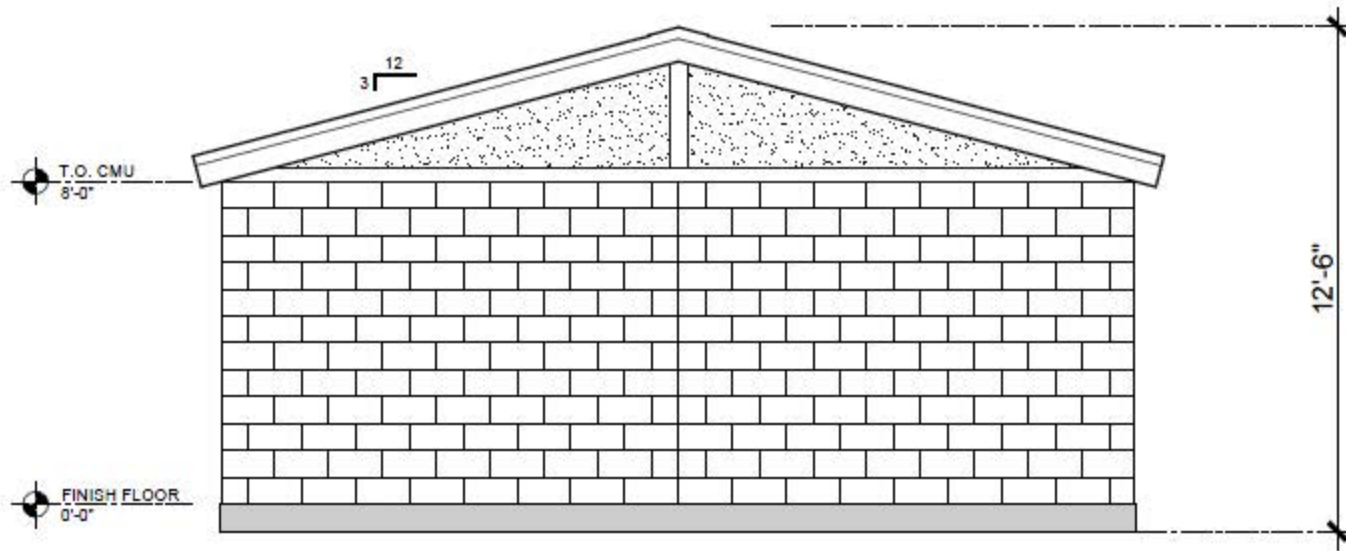




**Restroom  
Location**

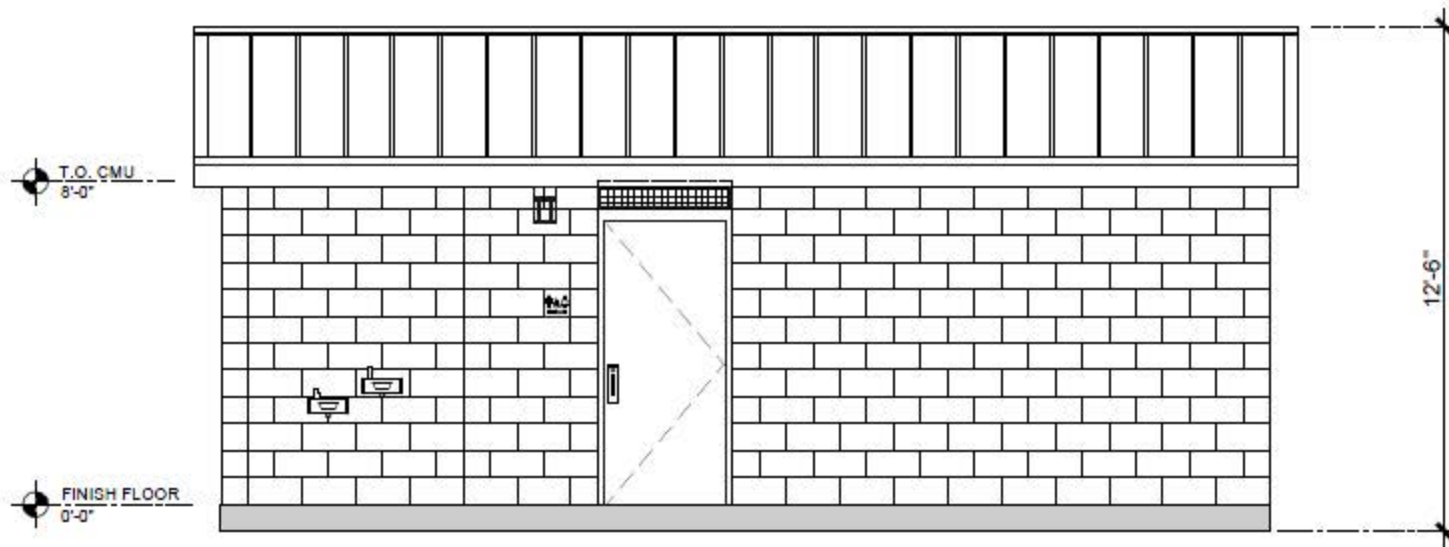






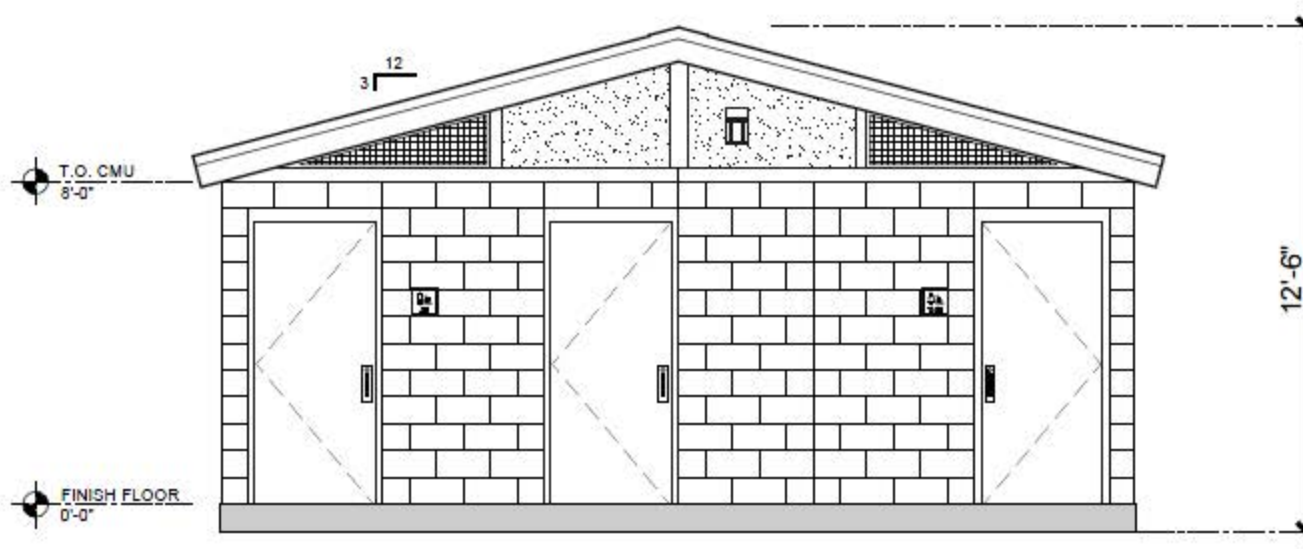
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**ELEVATION 3**

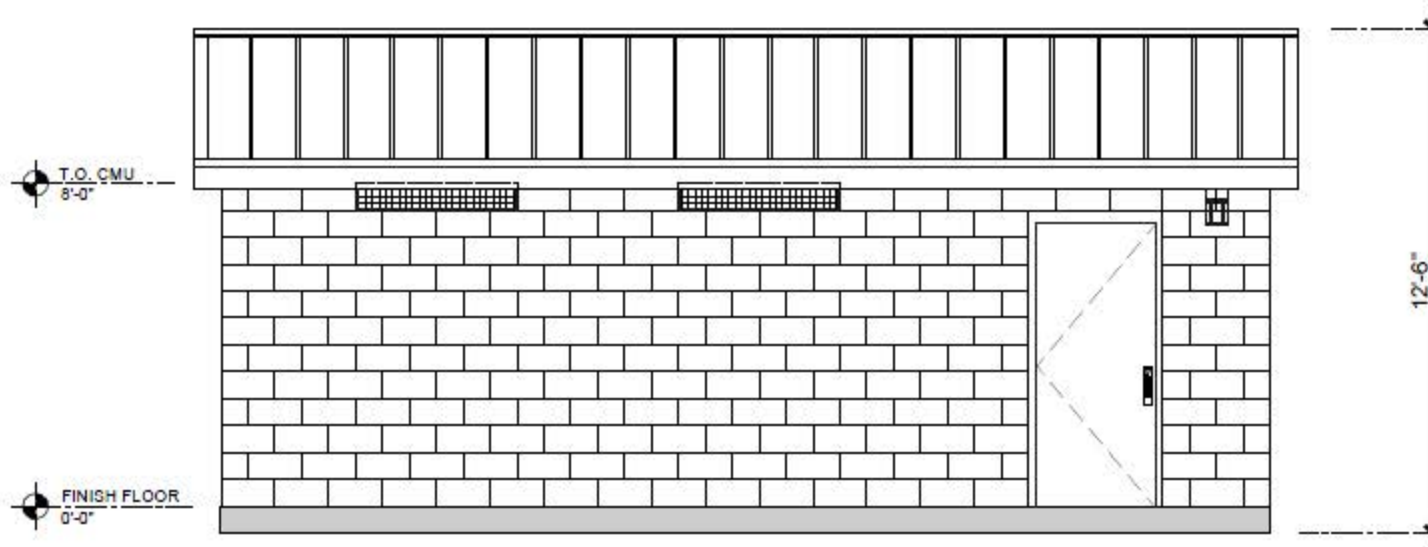


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**ELEVATION 4**



1  
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**ELEVATION 1**



2  
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**ELEVATION 2**

# **Forms**

**(to be used following award of bid)**

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



**MATERIAL CONTRACT  
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this DAY day of MONTH, YEAR, 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 \_\_\_\_\_, a qualified vendor in the class of work required and/or materials to be supplied, hereinafter called "Vendor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Vendor for providing materials and (where applicable) perform related services hereinafter mentioned in accordance with the proposal of said Vendor;

WHEREAS, the Vendor will provide the material and (where applicable) perform related services for the compensation stated in said proposal, for 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:**

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

The Vendor 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 therefore, 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:**

As full consideration for the materials provided and related services to be performed by Vendor, City agrees to pay Vendor as set forth in accordance with the Fee Schedule set forth in the proposal, bid or quotation and not to exceed a fee of **COST**. The City will not hire or directly compensate the Vendor's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all materials provided and work performed by Vendor shall be subject to review as to its conformance with specifications by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Vendor's services to the date of payment and shall not forfeit City's right to require the correction of any deficiencies.



**3. Term (Check One)**

- This is a One-Time delivery of Materials, or**
- This is a term contract from (MO/DY/YR) to (MO/DY/YR)**

The Vendor shall deliver the material called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. The Vendor 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 the contract 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 is unsatisfactory or in default, subject to vendor'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 related services at its discretion, from other sources during the term of this Contract.

**4. No Unfair Employment Practices:**

In connection with the performance of work under this Agreement, Vendor 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 Vendor shall constitute a material breach of contract.

**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 Vendor, its officers, employees, agents, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Vendor'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. Acceptance by the City:**

It is expressly understood and agreed that all materials provided and related work done by the Vendor 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 contract, although previously approved by oversight. Nothing herein contained shall relieve the Vendor of the responsibility for proper delivery of materials required under the terms of this Contract until all materials have been accepted by the City.



**8. 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.

**9. 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

VENDOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Jurisdiction and Venue:**

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.

**11. Indemnity:**

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.



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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.

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.

**12. Licenses and Permits:**

The Vendor 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 vendors 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."

**13. 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.



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***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 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:	<b>\$1,000,000</b> Bodily Injury by Accident – Each Accident
	<b>\$1,000,000</b> Bodily Injury by Disease – Each Employee
	<b>\$1,000,000</b> 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.



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**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.

**14. Liquidated Damages (This Section  IS  IS NOT Applicable to this Contract):**

If the Product is not delivered within the time stipulated in the bid, the Vendor 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 calendar day of delay until delivery is completed; the Vendor 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 Vendor as compensation under this



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proposal in the event the Vendor fails to meet delivery schedules or product specifications.

**15. Material Breach of Contract:**

In the event Vendor fails to deliver the product and related 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 vendor's failure to cure such breach within the time allowed in the City's notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and related services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**16. 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.

**17. Termination:**

Failure to Cure:

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 Vendor from damages owed to the City, or seek other remedy including action against all bonds. The Vendor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Non-Funding:

Continuance of this contract beyond the fiscal year (July – June) in which the contract was initiated shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year(s) and the termination of this contract due to lack of appropriation shall be without penalty.

Convenience:

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 related services authorized by and received to the satisfaction of the City prior to termination.

**18. 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 Vendor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**19. 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.

**20. 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.

**21. 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 thereof.

**22. 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 document(s) 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.

**23. 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.

**THIS SPACE LEFT INTENTIONALLY BLANK**

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: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk (As Required)

# 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 \_\_\_\_\_