

BID FOR
VICTORIAN SQUARE INFRASTRUCTURE-PHASE 1

BID # 16/17-012

PWP # WA-2017-087

BIDS DUE NOT LATER THAN: 1:45 PM ON FEBRUARY 22, 2017

PUBLIC BID OPENING: 2:00 PM ON FEBRUARY 22, 2017

[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
VICTORIAN SQUARE INFRASTRUCTURE-PHASE 1
BID #16/17-012 / PWP #WA-2017-087**

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 FEBRUARY 22, 2017**. 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 FEBRUARY 22, 2017**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: Replacement and rehabilitation of concrete pavers, concrete planters, concrete flatwork and landscaping, as detailed in the bid document.

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

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

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

Reno Gazette Journal Legal Notices Section
Publish Date: February 8, 2017
Proof of publication required

Bidder's Checklist

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

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

**CITY OF SPARKS
BID ITEM SCHEDULE**

BID TITLE: 16/17-012 /PWP# WA-2017-087

BID FOR: Victorian Square Infrastructure-Phase 1

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)

Removal Items

Item No.	Quantity	Unit	Description	Unit Price	Total Price
D1	8,500	SF	Remove and dispose of existing pavers as specified, complete and in place:	\$ _____ /SF	\$ _____
D2	8,500	SF	Remove and dispose of existing concrete as specified, complete and in place:	\$ _____ /SF	\$ _____
D3	20	LF	Remove and dispose of existing post curb as specified, complete and in place:	\$ _____ /LF	\$ _____
D4	900	SF	Remove and dispose of existing asphalt paving as specified, complete and in place:	\$ _____ /SF	\$ _____
D5	4	EA	Remove and dispose of existing trees as specified, complete and in place:	\$ _____ /EA	\$ _____
D6	2	EA	Remove and dispose existing yard drain as specified, complete and in place:	\$ _____ /EA	\$ _____
D7	13	EA	Remove and dispose existing tree planters as specified, complete and in place:	\$ _____ /EA	\$ _____
D8	1	EA	Remove and dispose existing fountain box as specified, complete and in place:	\$ _____ /EA	\$ _____
D9	1	LS	Remove and dispose of existing landscape as specified, complete and in place:	\$ _____ /LS	\$ _____
D10	20	EA	Remove and dispose of existing bollards as specified, complete and in place:	\$ _____ /EA	\$ _____
D11	2	EA	Remove and dispose of existing catch basins as specified, complete and in place:	\$ _____ /EA	\$ _____

Installation Items

C1	8,000	SF	Install new concrete pavers as specified, complete and in place:	\$ _____ /SF	\$ _____
C2	375	SF	Install new porous pavement as specified, complete and in place:	\$ _____ /SF	\$ _____
C3	5	EA	Construct concrete tree collar as specified, complete and in place:	\$ _____ /EA	\$ _____
C4	4,900	SF	Construct plaza concrete as specified, complete and in place:	\$ _____ /SF	\$ _____
C5	5	EA	Construct pedestrian ramp as specified, complete and in place:	\$ _____ /EA	\$ _____
C6	15	LF	Construct post curb as specified, complete and in place:	\$ _____ /LF	\$ _____
C7	2,450	SF	Construct commercial concrete as specified, complete and in place:	\$ _____ /SF	\$ _____
C8	800	SF	Construct asphalt paving as specified, complete and in place:	\$ _____ /SF	\$ _____
C9	13	EA	Construct new 10' X 10" planters as specified, complete and in place:	\$ _____ /EA	\$ _____
C10	2	EA	Construct yard drains as specified, complete and in place:	\$ _____ /EA	\$ _____
C11	3	EA	Install new type 4-R catch as specified, complete and in place	\$ _____ /EA	\$ _____
C12	55	LF	Install 12" SDR35 PVC storm drain lateral as specified, complete and in place:	\$ _____ /LF	\$ _____
C13	14	EA	Install 6"x6" composite wheel stops as specified, complete and in place:	\$ _____ /EA	\$ _____
C14	1	LS	Repaint and repair existing trellis as specified, complete and in place:	\$ _____ /LS	\$ _____
C15	1	LS	Repaint and repair existing monuments/signs as specified, complete and in place:	\$ _____ /LS	\$ _____
C16	3	EA	Install collars for light pole sleeves as specified, complete and in place:	\$ _____ /EA	\$ _____
C17	8	EA	Install stair treads 8'foot in length as specified, complete and in place:	\$ _____ /EA	\$ _____
C18	4	EA	Install stair treads 12' foot in length as specified, complete and in place:	\$ _____ /EA	\$ _____

C19	850	SF	Install artificial turf as specified, complete and in place:	\$ _____ /SF	\$ _____
C20	40	LF	Install Victorian fence as specified, complete and in place:	\$ _____ /LF	\$ _____
C21	1	LS	Construct Victorian Ave. ADA ramp island as specified, complete and in place:	\$ _____ /LS	\$ _____
C22	1	LS	Construct Victorian Ave. median as specified, complete and in place	\$ _____ /LS	\$ _____
C23	1	LS	Traffic control	\$ _____ /LS	\$ _____
C24	1	LS	Force account	\$ 50,000.00	\$50,000.00

Total					
\$ _____					
(written total bid price)					\$ _____

Bidder Information

COMPANY INFORMATION:

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

COMPANY BACKGROUND

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

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

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

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

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

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

Bidder Information

CONTRACTOR LICENSE INFORMATION:

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

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

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

Bidder Information

DISCLOSURE OF PRINCIPALS:

a) **Individual and/or Partnership:**

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

b) **Corporation:**

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

**SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT**

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

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

Bidder Name: _____

Authorized Signature: _____

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

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

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

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

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

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

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
 County of _____)

_____ (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **VICTORIAN SQUARE INFRASTRUCTURE-PHASE 1, Bid # 16/17-012**, 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 _____, 2017.

State of Nevada)
) SS.
 County of _____)

On this _____ day of _____, in the year 2017, before me,

/Notary Public, personally appeared _____ Personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature: _____ My commission Expires: _____

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

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

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative _____ Date _____

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

Signature _____ Date _____

Local Preference Affidavit

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

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **VICTORIAN SQUARE INFRASTRUCTURE-PHASE 1 (Bid #16/17-012)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

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

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

By: _____ Title: _____

Signature: _____ Date: _____

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

State of _____)

)ss.

County of _____)

_____ STAMP AND SEAL
Notary Signature

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 # **16/17-012**, PWP # **WA-2017-087**, for the **VICTORIAN SQUARE INFRASTRUCTURE-PHASE 1**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: _____

Principal
By: _____

Surety
By: _____

GENERAL CONDITIONS

General Conditions



GENERAL CONDITIONS

Please Read Carefully

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

Scope of Bid/Proposal: Bids/Proposals are hereby requested for **VICTORIAN SQUARE INFRASTRUCTURE-PHASE 1**, as per specifications herein.

The bidder agrees that:

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

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

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

1. Prices:

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

2. Firm Prices:

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

3. Items Offered:

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

4. Brand Names:

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

General Conditions



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

5. Samples:

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

6. Withdrawal of Bids:

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

7. Late Bids, Modifications, or Withdrawals:

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

8. Mistake in Bid:

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

9. Signature:

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

10. Exceptions:

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

11. Confidential Information:

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

12. Quality:

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



13. Litigation Warranty:

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

14. Royalties, Licenses and Patents:

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

15. Performance Standards:

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

16. Americans with Disabilities Act (ADA) Standards:

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

17. Warranties:

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

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

18. Addenda:

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

General Conditions



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

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

19. Specifications to Prevail:

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

20. Taxes:

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

21. Prevailing Wages:

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

Per NRS Sections 338.020 through 338.090, certain projects defined as "public works" require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$250,000 are exempt from the prevailing wage requirement (NRS 338.080). Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at:

http://www.laborcommissioner.com/publicworks_prevailingwage.html

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

22. Conflict of Interest:

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

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

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- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

23. Disqualification of Bidder:

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

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

24. Gratuities:

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

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

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

26. Performance and Payment Bonds:

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor

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(All Bonding Companies must have an “A” rating or better with Moody’s or A.M. Best Company, and be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies” as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.):

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

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

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

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

27. Indemnification:

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

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

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

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

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

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

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

28. Insurance:

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

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City’s option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

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

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

Commercial General Liability

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

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

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

Minimum Limits of Insurance

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

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) “Occurrence” form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

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

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

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

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

Waiver of Subrogation

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

Endorsements

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

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

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

Business Automobile Liability

Minimum Limits of Insurance

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

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Coverage Form

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

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

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Workers’ Compensation and Employer’s Liability

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

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

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

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

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

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

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

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

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

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

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

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings

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upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

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

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

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

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- a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
- c. Terminate the Agreement.

29. Safety Program:

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

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

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

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

30. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating

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those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

31. Request for Proposal (RFP) Submittals:

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

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

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

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

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

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors wishing to receive benefit of their preference status in the evaluation of bids must submit a copy of their Certificate of Bidder Preference issued by the State Contractor's Board. (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board). Contractors who do not submit a preference certificate at the time of their bid are presumed to have wished not to exercise the benefit of their preference, or do not possess the certificate of eligibility.

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

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

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

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.

General Conditions



- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

35. Documentation:

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

36. Discounts:

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

37. Seller's Invoice:

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

38. Inspection and Acceptance:

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

39. Lost and Damaged Shipments:

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

40. Late Shipments:

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

General Conditions



41. Document Ownership:

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

42. Advertisements, Product Endorsements:

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

43. Optional Cooperative Purchase Agreement

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

44. Vendor Workplace Policies

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

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

45. Business License Requirement:

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

46. City Provisions to Prevail:

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

General Conditions



47. Invalid Provisions:

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

48. Amendments and Modifications:

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

49. Assignment:

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

50. Disputes After Award:

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

51. Arbitration after Award:

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

52. Lawful Performance:

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

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items

General Conditions



of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

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

54. Extension:

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

55. Termination:

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

56. Venue:

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

Special Conditions and Specifications (Specific to Project)

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

SPECIAL PROVISIONS
VICTORIAN SQUARE INFRASTRUCTURE - PHASE 1
BID # 16/17-012 /PWP# WA-2017-087

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

SECTION 1: SCOPE OF WORK

Workscope: Includes the removal and replacement of curb, gutter, walkway, landscaping, planters, sidewalk, and asphalt pavement patching, as well as repairing and repainting existing trellis and monuments in Victorian Square in the City of Sparks. The location of the work is within the City limits of the City of Sparks, Washoe County, Nevada, and is more specifically designated in the plans for this project.

SECTION 2: SPECIAL PROVISIONS

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

SECTION 3: STANDARD SPECIFICATIONS

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

SECTION 4: STANDARD DETAILS

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

SECTION 5: NOTICE TO PROCEED AND TIME SCHEDULE

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated time limits. All work described in this document shall be completed within sixty (60) working days from the time of issuance of the Notice to Proceed.

SECTION 6: LIQUIDATED DAMAGES

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City, ONE THOUSAND DOLLARS (\$1,000.00) for each and every working 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 Project Coordination, or 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.

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

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 shall make inspections of all work, sample and test materials and do such other work relative to supervision of the project as he may be assigned by the City. All instructions given by the inspector are subject to approval by the Project Coordinator.

SECTION 10: CHANGE ORDERS

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

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. All street grindings and pulverized material that will be exported will become the property of the contractor. Hauling and disposal will be at the contractor's expense.

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

SECTION 15: CONTRACT AMOUNT

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

SECTION 16: PRECONSTRUCTION CONFERENCE

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

SECTION 17: MEASUREMENT FOR PAYMENT

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

SECTION 18: SURFACE MOUNTED UTILITY ADJUSTMENT

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

SECTION 19: PRE/POST-CONSTRUCTION WALK-THRU

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

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

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

If the Contractor plans to perform work outside of the twelve (12) hours available during a regular working day, the Contractor shall first obtain approval from the City Project Coordinator at least twenty-four (24) hours prior to commencing such overtime work. If the Contractor plans to perform work on Sunday, he/she shall obtain approval by the Thursday prior to work on the Sunday for which work is planned. If the Contractor plans to perform work on a legal Holiday, he/she shall first obtain approval from the City Project Coordinator at least 48 hours in advance.

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

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

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

SECTION 21: SUBMITTALS

Submittals for the following items shall be and shall have been performed within the previous 12 months. Two (2) copies of each submittal should be submitted.

Type 2 Aggregate Base
City Mix 4000 PSI concrete
Concrete Coloring
Concrete Stain
Asphalt Hot mix
Topsoil
Artificial Turf
Porous Pavement
Pavers
Signs
Paint
Pipe Materials
Catch Basins
Yard Drains
Step Nose Guards

SECTION 22: 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 pedestrian routes and business foot access
- Construction phasing
- Closures with detours
- 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 be paid for by the unit bid price for traffic control 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.

SECTION 23: 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. 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 City's cleanup orders may result in an order to suspend work until the condition is corrected. Working days will continue to be counted during the suspension. No additional compensation will be allowed as a result of such suspension. No extension of contract time will be allowed as a result of such suspension.

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

SECTION 24: FORCE ACCOUNT

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

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

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

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

SECTION 25: INSURANCE AND INDEMNIFICATION

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

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

SECTION 26: RECORD DOCUMENTS

The Contractor shall maintain, in a safe place at the job site, one record copy of the construction Drawings in good order and annotated to show all changes made during construction and all existing

facilities exposed during construction. These record drawings shall be kept current and made available to the Project Coordinator and inspector for reference upon request. Contractor shall, at the completion of the project, return one completed copy of the Record Drawings to the Project Manager. The City will not release Contractor's retention until the Record Drawings have been received and reviewed by the Project Manager.

BID ITEM CLARIFICATIONS
VICTORIAN SQUARE INFRASTRUCTURE-PHASE 1
BID # 16/17-012 /PWP# WA-2017-087

GENERAL INFORMATION

All construction shall conform to the Standard Specifications for Public Works Construction for Northern Nevada (Orange Book) and Standard Details for Public Works Construction, unless otherwise noted on the plans or herein.

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

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

If the quantity of a particular item of work is intentionally increased or decreased by the project owner during construction, the final payment of that item will be adjusted to reflect the change.

For bid items which are based on field measurement, the owner representative and the contractor shall agree upon the quantity on a daily bases.

The contractor shall be responsible for attaining all required permitting for the project.

BID ITEM D1 – REMOVE EXISTING PAVERS

This item shall include the removal and disposal of existing pavers as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing pavers as indicated on the plans, including, but not limited to; sawcuts, removal of pavers, base materials and subgrade as required to accommodate the new section, vegetation, debris, and unsuitable material between pavers and disposal of all removed materials to an offsite location.

The final pay quantity shall be by measured by square foot. Payment for REMOVE EXISTING PAVERS shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM D2 – REMOVE EXISTING CONCRETE

This item shall include removal of existing PCC sidewalk, pedestrian ramps, curb and gutter as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing concrete as indicated on the plans, including, but not limited to; sawcuts, removal of the existing PCC sidewalk, pedestrian ramp, curb and gutter, and the existing aggregate base and/ or subgrade materials, and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth in the areas indicated on the plans, and disposing of unsuitable materials to an offsite location.

The final pay quantity shall be by square foot. Payment for REMOVE EXISTING CONCRETE shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM D3– REMOVE EXISTING POST CURB

This item shall include removal of existing post curb as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing concrete post curb as indicated on the plans, including, but not limited to; sawcuts, removal of the existing PCC post curb, and the existing aggregate base and/ or subgrade materials, and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth in the areas indicated on the plans, and disposing of unsuitable materials to an offsite location.

The final pay quantity shall be by linear foot. Payment for REMOVE EXISTING POST CURB shall be made at the applicable unit price bid per linear foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM D4 – REMOVE EXISTING AC

This item shall include removal of existing asphalt paving as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove the existing asphalt pavement as indicated on the plans, including, but not limited to; removal of the existing asphalt pavement and the existing aggregate base and/ or subgrade materials, sawcutting adjacent asphalt pavement or concrete, and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth in the areas indicated on the plans, and disposing of unsuitable materials to an offsite location.

The final pay quantity shall be by square foot. Payment for REMOVE EXISTING AC shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM D5 – REMOVE EXISTING TREES

This item shall include removal of existing trees as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary remove existing trees as indicated on the plans, including, but not limited to; removal of existing trees, tree grates, concrete collars and any unsuitable material encountered during excavation and disposing unsuitable materials and relocating the trees to offsite locations.

The final pay quantity shall be by each. Payment for REMOVE EXISTING TREES shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM D6 – REMOVE AND DISPOSE EXISTING YARD DRAIN

This item shall include removal and disposal of existing yard drains as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove and dispose existing yard drains as indicated on the plans, including, but not limited to; removal of existing yard drain,

dewatering, removal of any unsuitable material encountered during excavation and disposing to an offsite location.

The final pay quantity shall be by each. Payment for REMOVE AND DISPOSE EXISTING YARD DRAIN shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM D7 – REMOVE EXISTING PLANTERS

This item shall include removal of existing planters as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing planters as indicated on the plans, including, but not limited to; protect in place existing irrigation system, protect in place existing tree, retention of top soils for reuse, sawcuts, removal and disposal of existing concrete planters, removal of existing unsuitable materials to the bottom of the new aggregate base depth in the areas indicated on the plans, and disposing of unsuitable materials to an offsite location.

The final pay quantity shall be by each. Payment for REMOVE EXISTING PLANTERS shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM D8 – REMOVE EXISTING FOUNTAIN BOX

This item shall include removal of existing fountain box as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing fountain box as indicated on the plans, including, but not limited to; protect in place existing irrigation system and capping/closing system as required, removal of existing fountain box, removal of existing unsuitable materials to the bottom of the new aggregate base depth in the areas indicated on the plans, and disposing of unsuitable materials to an offsite location.

The final pay quantity shall be by each. Payment for REMOVE EXISTING FOUNTAIN BOX shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM D9 – REMOVE EXISTING LANDSCAPE

This item shall include removal of existing landscaping as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing landscape as indicated on the plans, including, but not limited to; removal of existing landscape, vegetation, landscape pavers, debris, and unsuitable materials in the areas indicated on the plans, and disposing of unsuitable materials to an offsite location.

The final pay quantity shall be by square Lump sum. Payment for REMOVE EXISTING LANDSCAPE shall be made at the applicable unit price bid per Lump sum, which shall be deemed full compensation to complete the work as specified.

BID ITEM D10 – REMOVE EXISTING BOLLARDS

This item shall include removal of existing bollards as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing bollards as indicated on the plans, including, but

not limited to; sawcuts, removal of existing bollards and support concrete and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth in the areas indicated on the plans, and disposing of unsuitable materials to an offsite location.

The final pay quantity shall be by each. Payment for REMOVE EXISTING BOLLARDS shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM D11 – REMOVE EXISTING CATCH BASINS

This item shall include removal of existing catch basins as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to remove existing catch basins as indicated on the plans, including, but not limited to; sawcuts, removing existing materials, including plant root matter, dewatering, excavating existing aggregate base and/ or subgrade materials to depth the indicated on the plans and disposing to an offsite location.

The final pay quantity shall be by each. Payment for REMOVE EXISTING CATCH BASINS shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM C1– CONSTRUCT PAVERS

This item shall include constructing pavers as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary construct pavers as indicated on the plans, including, but not limited to; preparing subgrade and backfill, supply and installation of aggregate base, concrete slab, mortar and sand mix, and pavers as indicated on the plans.

The final pay quantity shall be by square foot. Payment for CONSTRUCT PAVERS shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C2 – CONSTRUCT 2” POROUS PAVEMENT

This item shall include constructing 2” porous pavement as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary construct pavers as indicated on the plans and manufacturers specifications, including, but not limited to; removing existing tree grates, preparing subgrade and backfill, supply and installation of aggregate base, crushed stone, and porous pavement of color indicated by the CITY or as indicated on the plans.

The final pay quantity shall be by square foot. Payment for CONSTRUCT 2” POROUS PAVEMENT shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C3 – CONSTRUCT CONCRETE TREE COLLAR

This item shall include constructing concrete tree collars as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install concrete as indicated on the plans, including, but not limited to; replacing damaged existing PCC tree collars, constructing new PCC collar around tree to maintain aesthetic consistency with existing collars, and supplement of

aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by square foot. Payment for CONSTRUCT CONCRETE TREE COLLAR shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C4 – CONSTRUCT PLAZA CONCRETE

This item shall include constructing PCC plaza concrete as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct concrete as indicated on the plans, including, but not limited to; installation of PCC sidewalk, furnishing and addition of Sequoia Sand concrete coloring or approved equal for plaza concrete, and supplement of aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by square foot. Payment for CONSTRUCT PLAZA CONCRETE shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C5 – CONSTRUCT PEDESTRIAN RAMP

This item shall include constructing PCC pedestrian ramps as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct concrete as indicated on the plans, including, but not limited to; construction of PCC pedestrian ramp and gutter, furnishing and addition of Sequoia Sand concrete coloring or approved equal, truncated domes installation for pedestrian ramp, and supplement of aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by each. Payment for CONSTRUCT PEDESTRIAN RAMP shall be made at the applicable unit price bid per each item, which shall be deemed full compensation to complete the work as specified. This item does not include the ADA pedestrian ramp for Bid Item C21- Construct Victorian Ave. ADA Ramp Island.

BID ITEM C6 – CONSTRUCT POST CURB

This item shall include constructing PCC post curb as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct concrete as indicated on the plans, including, but not limited to; installation of PCC post curb, furnishing and addition of Sequoia Sand concrete coloring or approved equal, and supplement of aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by lineal foot. Payment for CONSTRUCT POST CURB shall be made at the applicable unit price bid per lineal foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C7 – CONSTRUCT COMMERCIAL GRADE CONCRETE

This item shall include constructing commercial PCC driveway as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment,

materials and incidentals necessary to construct commercial concrete driveway as indicated on the plans, including, but not limited to; installation of 6" PCC commercial sections for vehicle access, roadways and valley gutters, furnishing and addition of Sequoia Sand concrete coloring or approved equal, and supplement of aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by square foot. Payment for COMMERCIAL CONCRETE DRIVEWAY shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C8 – CONSTRUCT AC PAVING

This item shall include constructing asphalt paving as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct asphalt paving as indicated on the plans, including, but not limited to; furnishing and placing plantmix bituminous pavement and supplement of aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by square foot. Payment for CONSTRUCT AC PAVING shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C9 – CONSTRUCT 10'x10' PLANTER BOXES

This item shall include constructing planter boxes as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct 10'x10' planter boxes as indicated on the plans, including, but not limited to; excavation and reparation of foundation soils, furnishing and installing concrete planter box using concrete with a Charcoal stain or approved equal, concrete liner form and supplement top soil. Landscaping and irrigation for the planter box shall be performed by the CITY.

The final pay quantity shall be by each. Payment for CONSTRUCT 10'x10' PLANTER BOXES shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM C10 – CONSTRUCT YARD DRAIN

This item shall include construction of existing yard drains as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct yard drains as indicated on the plans, including, but not limited to; furnishing and constructing yard drain, furnishing and constructing piping appurtenances to connect to existing system, constructing a concrete collar and dewatering.

The final pay quantity shall be by each. Payment for CONSTRUCT YARD DRAIN shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM C11 – INSTALL TYPE 4R CATCH BASIN

This item shall include installing type 4R catch basins as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install type 4R catch basins as indicated on the plans, including, but not limited to; connecting to the storm drain system, furnishing and placing backfill, and furnishing the type 4R catch basins.

The final pay quantity shall be by each. Payment for INSTALL TYPE 4R CATCH BASINS shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM C12 – INSTALL 12” DIAMETER STORM DRAIN PVC LATERAL

This item shall include installing 12” diameter storm drain PVC lateral pipe as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install 12” diameter storm drain PVC lateral as indicated on the plans, including, but not limited to; trenching, furnishing and installing PVC pipe connecting to storm drain system, furnishing and placing backfill.

The final pay quantity shall be by linear foot. Payment for INSTALL 12” DIA SD PVC LATERAL shall be made at the applicable unit price bid per linear foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C13 – INSTALL 6’x6” WHEEL STOPS

This item shall include installing 6’x6” wheel stops as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install 6’x6” wheel stops as indicated on the plans, including, but not limited to; furnishing and installing wheel stops.

The final pay quantity shall be by linear foot. Payment for INSTALL 6’x6” WHEEL STOPS shall be made at the applicable unit price bid per linear foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C14 – REPAIR AND PAINT EXISTING TRELLIS

This item shall include repairing and painting existing trellis as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to repair and paint the existing trellis as indicated on the plans, including, but not limited to; furnishing and installing paint, and furnishing and installing replacement trellis parts.

The final pay quantity shall be by lump sum. Payment for REPAIR AND PAINT EXISTING TRELLIS shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation to complete the work as specified.

BID ITEM C15 – REPAIR AND PAINT EXISTING MONUMENTS AND SIGNS

This item shall include repairing and painting existing monuments and signs as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to paint and/or repair existing monuments and signs as indicated on the plans, including, but not limited to; furnishing and installing paint, signs and sign posts as needed per direction of the CITY.

The final pay quantity shall be made by lump sum. Payment for REPAIR AND PAINT EXISTING MONUMENTS AND SIGNS shall be made at the applicable unit bid per lump sum, which shall be deemed full compensation to complete the work as specified.

BID ITEM C16 – INSTALL COLLARS FOR EXISTING LIGHT POST SLEEVES

This item shall include installing collars for existing light post sleeves as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install collars for existing light post sleeves as indicated on the plans, including, but not limited to; furnishing and installing collars.

The final pay quantity shall be by each. Payment for INSTALL COLLARS FOR EXISTING LIGHT POST SLEEVES shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM C17 – INSTALL 8’ METAL STAIR TREAD

This item shall include installing 8’ metal stair treads on existing concrete steps as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install 8’ metal stair treads as indicated on the plans, including, but not limited to; furnishing and installing stair treads.

The final pay quantity shall be by each. Payment for INSTALL 8’ METAL STAIR TREADS shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM C18 – INSTALL 12’ METAL STAIR

This item shall include installing 12’ metal stair treads on existing concrete steps as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install 12’ metal stair treads as indicated on the plans, including, but not limited to; furnishing and installing stair treads.

The final pay quantity shall be by each. Payment for INSTALL 12’ METAL STAIR TREADS shall be made at the applicable unit price bid per each, which shall be deemed full compensation to complete the work as specified.

BID ITEM C19 – INSTALL ARTIFICIAL TURF

This item shall include installing artificial turf as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to install artificial turf as indicated on the plans, including, but not limited to; furnishing and installing artificial turf and subgrade material.

The final pay quantity shall be by square foot. Payment for INSTALL ARTIFICIAL TURF shall be made at the applicable unit price bid per square foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C20 – INSTALL 3’ VICTORIAN FENCE

This item shall include installing 3’ Victorian fence as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and

incidentals necessary to install 3' Victorian fence as indicated on the plans, including, but not limited to; furnishing and installing gate posts, chain link fence and post foundation concrete.

The final pay quantity shall be by linear foot. Payment for INSTALL 3' VICTORIAN FENCE shall be made at the applicable unit price bid per linear foot, which shall be deemed full compensation to complete the work as specified.

BID ITEM C21 – CONSTRUCT VICTORIAN AVENUE ADA RAMP ISLAND

This item shall include constructing an ADA ramp island at the intersection of Pyramid Way and Victorian Avenue as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct the ADA ramp island as indicated on the plans, including, but not limited to; protect in place existing utilities, construct L curb and gutter, construct post curb, construct ADA ramps, construct flat concrete, furnish and install truncated domes, and supplement of aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by lump sum. Payment for CONSTRUCT VICTORIAN AVENUE ADA RAMP ISLAND shall be made at the applicable unit price bid per lump, which shall be deemed full compensation to complete the work as specified. This bid item does not include the installation of a Type 4R catch basin.

BID ITEM C22 – CONSTRUCT VICTORIAN AVENUE MEDIAN NOSE

This item shall include constructing a median nose at the intersection of Pyramid Way and Victorian Avenue as indicated on the plans. The work comprising the unit bid price for this item shall include all labor, equipment, materials and incidentals necessary to construct the median as indicated on the plans, including, but not limited to; protect in place existing utilities and signs, construct rolled curb, construct flat concrete, and supplement of aggregate base to existing aggregate base as needed per direction of the CITY per details on the plans.

The final pay quantity shall be by lump sum. Payment for CONSTRUCT VICTORIAN AVENUE MEDIAN NOSE shall be made at the applicable unit price bid per lump, which shall be deemed full compensation to complete the work as specified.

BID ITEM C23 – TRAFFIC CONTROL

This item shall include providing all traffic controls necessary to provide a safe environment for the workers and traveling public, and guide the traveling public through the work zone during construction. This item shall include all traffic control plans, signage, flaggers, supervision, temporary paving, temporary striping, notifications, or other means to provide the safe environment.

The final pay quantity shall be by lump sum. Payment for TRAFFIC CONTROL shall be made at the applicable unit price bid per lump sum, which shall be deemed full compensation to complete the work as specified.

BID ITEM C24 – FORCE ACCOUNT

This item includes work as detailed in Section 24 of the Victorian Square Infrastructure – Phase 1 Special Provisions.

TECHNICAL SPECIFICATIONS
Victorian Square Infrastructure – Phase 1
BID # 16 /17-012/PWP# WA-2017-087

All work shall conform with the latest edition of the Standard Specifications and Details for Public Works Construction, including Revision No. 9 dated 12/21/2016, attached details, and technical specifications as outlined below

EXISTING DRIVEWAYS

The contractor shall be responsible to reestablish existing driveways within 10 days of removal of existing curb, gutter, and driveways. If the contractor is unable to reestablish the driveways within the 10 calendar days, steel traffic plates will be required to be placed the entire width of the driveway at the contractors expense. At no time will the contractor be allowed to use aggregate base, sand or decomposed granite for ramping material.

STREET CLOSURES

Existing roadways will only be allowed to be closed to thru traffic only except as may be otherwise approved by the City of Sparks for unique work items. These unique work items may include the storm drain crossing and the concrete crosswalk crossing. Detour routes based upon approved detour plans will be required. Closure time shall be minimized. 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.

NOTIFICATION OF RESIDENTS

It shall be the responsibility of the contractor to notify existing business owners by mail of construction activity 7 days prior to any construction activity. Letters will include construction schedule, start and stop times, any weekend work, and contact telephone numbers of project superintendent. The City will provide an additional letter that will be attached to this notification and distributed by the contractor.

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.

EXISTING UTILITY BOXES AND VALVES

All existing water meter boxes, water valves, gas and electrical boxes will be required to be readjusted to grade with no additional pay item for this work. Any boxes that are damaged **PRIOR** to construction will be supplied by the utility that owns the box. It will be the responsibility of the contractor to contact the utilities to coordinate all replacement materials.

VIDEO TAPING

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 DVD format and a copy of the DVD 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 are 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. Elevation differences from existing back of sidewalk and landscaping are not anticipated. Special care should be noted where sprinkler system are in place, damage and adjustment of these areas will be required at no expense to the city.

SURVEYING AND TESTING

The city will provide construction surveying for the project. Reference points with grades will be provided as well as cut sheets. 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, asphalt and concrete testing will be provided by the city. 24 hour notice must be given by the contractor to the project coordinator or inspector prior to any testing. Two copies of aggregate base, concrete and asphalt submittals will be required for approval prior to any installation.

MATERIAL STORAGE

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.

TRAFFIC PLATES

Traffic Plates may be needed for elderly and residents with accessibility issues. Requests for the plates will have to be approved by the Project Coordinator or Inspector.

MEASUREMENT FOR PAYMENT

Quantities will be field measured by the contractor and city representatives. Driveway quantity will be measured from the **bottom of the depression**. Accessibility ramps will include curb and gutter, truncated domes, and any needed plaza or sidewalk sloping. This item will be paid in a lump sum per each item. (up to 20 lf of Curb, walk, domes, 8% sloped ramp)

EXISTING HARDSCAPES

The contractor should walk the site and note all existing conditions. Concrete pavers, mow strips, fencing, edging, sprinklers block and brick walls, etc. are within this area. Any damage and finish back to these landscapes will be included within the scope of work and no additional pay item will be allowed for this work unless identified as a remove and replace item on the project plans or otherwise directed by the city.

PLANTMIX BITUMINOUS PAVEMENT

320.01 Description. This work shall consist of furnishing all materials, equipment, and labor for the preparation, mixing, hauling, placement, and compaction of plantmix bituminous pavement as shown on the plans, as specified, and/or as directed by the Project Coordinator.

Plantmix Bituminous Pavement (Type 3 aggregate, 50 Blow, with lime pre-marination) shall be used for asphalt patches.

Permanent Patch shall be constructed to match the thickness of the contiguous pavement, but in no instance shall the patch be less than four (4) inches in depth, which will be considered as the basic unit depth for patching. The Contractor shall obtain approval from the Project Coordinator, prior to patching any required extra depth.

320.02 Materials. Plantmix Bituminous Pavement shall be a mixture of asphalt cement and plantmix aggregate. PG64-28NV shall conform to Table –IV of Section 201.02

The Contractor shall submit a mix design for review. The mix design shall be performed in accordance with Asphalt Institute MS-2, and the Standard Specifications. The mix design shall be submitted with design curves indicating relationships between various asphalt contents and stability, unit weight, voids, voids filled, and flow. Optimum oil content shall be that which yields air voids of 3% total mix. PG64-28NV asphalt mix designs shall meet the minimum criteria specified in the Asphalt Institute's Mix Design Methods Manual MS-2, latest edition. The mix shall not be more than six (6) months old, and shall be stamped by a registered Professional Project Coordinator in the State of Nevada.

The allowable variance for Bitumen content shall conform to the following tolerance range: +/- 0.50% of volume or batch weight of aggregate.

In addition to the above criteria, the mix design shall reflect a voids in mineral aggregate (VMA) value in accordance with the 1994 edition of Manual Series No. 2 (MS-2) of the Asphalt Institute.

320.04.02 Aggregates. Aggregate for Plantmix Bituminous Pavement shall be Type 3 per Standard Specifications Subsection 200.02.02. The preparation of the aggregates shall be accordance to the requirements outlined in Subsection 401.03.08 – Preparation of Aggregates, of the Nevada Department of Transportation Standard Specification for Road and Bridge Construction, latest addition. The mineral filler shall be added as summarized in subsection 401.03.08 (b) Marination Method.

Recycled Asphalt Pavement (RAP) up to 15% will be allowed; however, all virgin aggregates will be subject to lime pre-marinating per NDOT specification.

Mineral filler shall meet the requirements outlined in ASTM D-1097 in its entirety.

320.05 Spreading and Finishing. Plantmix bituminous pavement shall be laid in courses (lifts) as shown in the contract documents. The thickness of each course shall not exceed three (3) inches.

Prime coat will not be required on untreated base. Tack coat shall be applied to all concrete edges and sawcut asphalt edges.

Saw cuts that extend into the existing pavement surface that was not removed shall be filled with a crack sealant compound such as CRAFCO 222 or equivalent, as approved by the Project Coordinator.

320.06.02 Density. Compaction after rolling shall be at least ninety-six percent (96%) of the density obtained with the Marshall Apparatus as per ASTM D-1559.

320.06.04 Voids. In-place air voids as determined by Theoretical Maximum Rice versus in place weight, shall be between two percent (2%) and seven percent (7%).

320.06.05 Asphalt Cement Content. Asphalt cement content shall be within +/- 0.50% of the optimum specified in the project mix design.

320.07.02 Unacceptable Density. Delete this entire Subsection, and replace with the following:

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

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

CONCRETE PLACEMENT AND CURING

All concrete for this project will be cured in accordance with ACI 302 to ensure complete and proper hydration. All concrete will be cured immediately after finishing process using W.R.

Meadows 200- White series Poly-alpha-methylstyrene Concrete Curing compound or approved equal.

CONCRETE PIGMENT

All colored concrete for this project will be colored per City requirements using Sequoia Sand pigment or approved equal.

CONCRETE PIGMENT

All constructed concrete planters for this project shall be stained per City requirements using Charcoal stain or approved equal.

PAVERS

See attached Appendix A.

POROUS PAVEMENT

See attached recommended material data information Appendix B. Submit additional manufacturer specifications and installation information for City approved material equal.

ARTIFICIAL TURF

All artificial turf for this project shall be installed per detail on sheet C3.3 of the project plan set or per the manufacturer's specifications of a City approved alternative artificial turf.

FENCE

See attached Appendix C.

APPENDIX A

SECTION 32 14 20
CONCRETE UNIT PAVERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. All concrete unit pavers in sidewalks . See Civil and Landscape Drawings for extent of this work.
- B. Related Sections:
 - 1. Section 03 30 10 Concrete Sidewalks and Miscellaneous Site Concrete.

1.2 DEFINITIONS

- A. Local Paving Authority: Local or State government agency responsible for establishing standards and specifications governing street and sidewalk pavement design and construction.

1.3 SUBMITTALS

- A. General: Submit in accordance with Section 01 33 00.
- B. Product Data: Submit product data for each product.
- C. Shop Drawings: Submit drawings showing dimensions, patterns, paver types, system section, and field measured dimensions. Indicate all construction and expansion joint locations as required.
- D. Samples: Submit pavers illustrating color variation and range.
- E. Informational Submittals: Submit following packaged separately from other submittals:
 - 1. Qualification Data: Manufacturer and installer's qualification data.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Furnish products unit pavers from one manufacturer for entire Project, unless otherwise acceptable to Architect.
- B. Manufacturer Qualifications: Company specializing in manufacturing Products specified in this Section with minimum five years documented experience.
- C. Installer Qualifications: Acceptable to manufacturer with documented experience on at least five projects of similar nature in past five years.

1.5 FIELD SAMPLES

- A. General: Comply with specifications.
- B. Sample Installation: Install 10 by 10 feet field sample as directed for each type of pavement.
 - 1. Show pattern, edge restraint, expansion joints, subbase, base, bed, and joint materials.
 - 2. Accepted Field Sample: May remain part of completed Work.

1.6 PRE-INSTALLATION CONFERENCE

- A. Conduct pre-installation conference.
 - 1. Agenda: Include discussion of acceptable subbase conditions.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with specifications.
- B. Pavers: Store off ground to prevent contamination by mud, dust, and materials likely to cause staining and other defects.
 - 1. Cover materials to protect from elements and excessive temperature changes.
 - 2. Handle units on pallets or flat bed wheelbarrows.
 - 3. Do not permit free discharge from conveyor units or transporting loose in mortar trays or buggies.
- C. Accessories: Protect from damage, moisture, weather, distortion, and from being coated with harmful material.

1.8 PROJECT CONDITIONS

- A. Environmental Requirements: Comply with more restrictive of following or manufacturers or suppliers written requirements under which products can be installed.
 - 1. Cold Weather Protection: Follow construction and protection requirements in International Masonry Industry All-Weather Council Recommended Practices and Specifications for Cold Weather Masonry Construction of if surrounding air temperature falls below 40 F.
 - 2. Hot Weather Protection: Protect masonry construction from direct exposure to wind and sun when erected in ambient air temperature of 99 F or greater in the shade with relative humidity less than 50 percent.
- B. Existing Conditions: Field verify existing conditions prior to beginning work of this Section.
 - 1. Verify that field measurements are as indicated on shop drawings.

1.9 MAINTENANCE

- A. Extra Materials: Furnish extra paving units in quantity equal to two percent of total material installed but not less than 25 of each type, color and size.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. New Concrete Pavers:
 - 1. Manufacturer: Pavestone Co.
 - 2. Local Representative: Chris Callahan 775-745-7995
 - 3. Local Supplier: Tetrus Building Materials 775-691-9389 Contact: Sam Harvey
 - 4. Lead time: Allow 4-5 weeks lead time.
 - 5. Size, Color and Pattern:
 - a. Type PB1:
 - a. Size: Holland Stone (with champered edge) 2-3/8" x 3-7/8" x 7 13/16"
 - b. Color: Oaks Blend
 - c. Pattern: Running bond
 - b. Type PB2:
 - a. Size: Holland Stone (with champered edge) 2-3/8" x 3-7/8" x 7 13/16"
 - b. Color: Oaks Blend
 - c. Pattern: Herringbone
 - c. Type PB3:
 - a. Size: Holland Stone (with champered edge) 2-3/8" x 3-7/8" x 7 13/16"
 - b. Color: Victorian Blend
 - c. Pattern: Single header band
 - d. Type PB4:
 - a. Size: Holland Stone (with champered edge) 2-3/8" x 3-7/8" x 7 13/16"
 - b. Color: Victorian Blend
 - c. Pattern: Double header band
- B. Salvaged Brick Pavers: Size / Color / Pattern:
 - a. Type PD1:
 - b. Size: As existing
 - c. Color: As existing
 - d. Pattern: Running bond
- C. Joint Filler: Mixture of one part pigmented Portland cement to match brick color to three parts fine mason's sand.

2.2 ACCESSORY MATERIALS

- A. Expansion Joints: 3/8" extruded polystyrene. Bead board is not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Before beginning work, concrete paving installer shall inspect bearing surfaces and verify location and elevation of concrete edge restraints. Report unsatisfactory conditions immediately to the General Contractor.

3.2 PREPARATION – CEMENT TREATED (STABILIZED) BASE

- A. Subgrade Preparation:

Before the construction process begins, the area to be paved should be graded and shaped as required to receive the Cement Treated Base in conformance with the grades, lines, thicknesses, and typical cross-sections shown on the plans. The subgrade should be firm and able to support the construction equipment without displacement. The subgrade should be moist prior to the placements of CTB.

- B. Spreading:

At the jobsite, Cement Treated Base is spread to the desired loose thickness by means of mechanical spreader such as a Jersey spreader, asphalt laydown machine or any spreader capable of placing the CTB in a single pass.

- C. Compaction:

Initial compaction is normally achieved with a vibratory steel-wheel roller or any form of compaction equipment, which will achieve the specified density of the base.

- D. Finishing:

The compacted layer is then shaped with a motor grader to the required crown and grade. A light application of water is applied to the surface to replace moisture loss due to evaporation and to maintain optimum moisture in the base. The surface is then lightly scarified to remove any compaction planes, and compaction is achieved with a steel-wheel roller followed by pneumatic tire roller.

- E. Curing:

After finishing operations are completed, the surface is moistened with a light spray of water to fill the voids in the surface. The surface is then primed with a thin layer of liquid asphalt, approximately 0.2 gallons per square yard, to seal in moisture needed for hydration of the cement. Either a concrete or asphaltic wearing surface is subsequently applied to complete the pavement structure. Complete portions of CTB may be opened immediately to light traffic and to construction equipment, provided the curing material or surface is not impaired and the loads do not exceed the design criteria for the pavement. This section may be opened to all traffic after the seven-day curing period, provided the CTB has hardened sufficiently to prevent marring or distorting of the surface by equipment or traffic.

3.3 INSTALLATION OF PAVERS FOR VEHICULAR AND PEDESTRIAN PAVING

- A. Pavers:

1. Use full units where possible. Where pavers must be cut, they shall be accurately measured and cut with power equipment designed for cutting masonry.
2. Pavers shall be set "hand tight" with maximum joints of no more than 1/8-inch.
3. Carefully place the pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment must be kept, and the pattern shall be that shown or noted on the plans. Pavers shall be laid 1/8" – 3/16" maximum above grade elevation to allow for settling.
4. Newly laid pavers must be protected at all times by panels of plywood on which the installer stands. These panels can be advanced as work progresses. However, the plywood protection must be kept in areas that will be subjected to continued movement of materials and equipment. The precautions must be taken in order to avoid depression and protect paver alignment. If additional leveling of the pavers is required, and before sweeping in joint filler, roll with a power roller after sufficient heat has built up in the surface from several days of hot weather.
5. Build around all access covers, streetlights, street furniture etc., as shown on the drawings, and coordinate with other subcontractors where required.

- B. Joint Treatment:

1. Sweep a dry mixture of joint filler into joints until joints are completely filled. Fog lightly with water. Cement stains that remain shall be cleaned with a 10% solution of muriatic acid or mortar cleaner, or sweep with moist sand.

END OF SECTION

APPENDIX B



Porous Pave

PERMEABLE • DURABLE • FLEXIBLE



Environmentally Friendly Surfacing

FEATURES

HIGHLY PERMEABLE & POROUS

- Allows larger volumes of water to pass through (approximately 6300 gallons per hour, per square foot) which diminishes water runoff by allowing water to soak through into the ground
- Reduces need for separate retention areas, increases usable square footage of site
- Up to 29% void space

SLIP RESISTANT

- ADA compliant, lessens the chance of slip and fall accidents

FLEXIBLE & DURABLE

- Resists crumbling/cracking, reduces “trip and fall” accidents
- Resistant to oil, chlorine, ozone, UV rays, muriatic acid, transmission fluid, gasoline, diesel, hydraulic fluid, salt water and many other hostile materials



NON-INTRUSIVE INSTALLATION

- Mixed on site and applied as a single monolithic pour with minimal equipment
- Can be applied in temperatures between 40° and 90°F and generally cures in 24 hours

ENVIRONMENTALLY FRIENDLY!

Made from recycled tires and is ADA compliant. The tightly controlled shredding process removes 99% of the steel fragments and produces a 1/4" to 3/8" nominal size rubber chip. Every 1000 square feet of 2" Porous Pave saves approximately 300 tires from the landfill.



PRODUCT TESTING

Porous Pave has had numerous tests performed by independent, certified labs, including:

- SPLP (1312) – all material components were below groundwater maximum contaminant levels
- Permeability test – approximately 6,312 gallons of water per hour, per square foot
- Porosity test – up to 29% void space
- Critical fall test – the maximum critical fall height of 2" Porous Pave XLS was determined at 4' or 7' when used with 2" weatherproof foam under Porous Pave material
- Compression – compressed to 0.103" under 20,000 pound load and recovered to 0.035" after three hours
- NFPA fire rating – Class ‘C’
- ASTM D-2047 Slip resistant test

Visit our website for complete test results: porouspaveinc.com

LEED QUALIFICATIONS

Porous Pave™ can qualify for several different categories of LEED points depending on the application. Different areas where LEED points could be earned through the use of Porous Pave:

Sustainable Sites: Storm Water Design, Quantity Control

Innovation and Design Process: Innovation in Design

Materials and Resources: Recycled Content, Regional Materials

POROUS PAVE

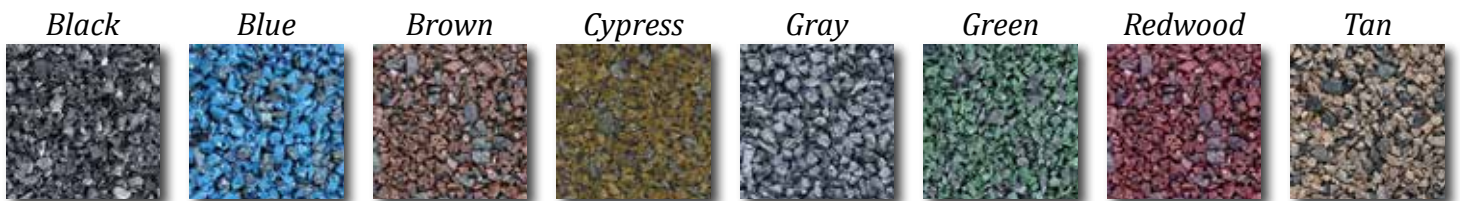


An eco-friendly surfacing material — highly porous and flexible

Made from recycled tires, stone aggregate and a proprietary binding agent — Porous Pave is an ideal surfacing material with endless applications. The unique design of the material allows the entire surface area to be porous which allows an amazing 6300 gallons of water per hour to pass thru each square foot of surface area.

Porous Pave is a 'pour in place' material that is mixed on site and applied as a single monolithic pour. Installation is much faster than traditional pavers and is much easier than concrete to finish. A typical four man crew can install up to 3000 square feet per day using a single mortar mixer, readily available concrete tools and a small amount of wood form boards. Best of all, Porous Pave is fully cured in 24 hours and ready for use.

AVAILABLE IN 8 COLORS



ONLINE



www.porouspaveinc.com

Visit our website to see:

- *Informative installation video*
- *Technical bulletins*
- *Independent lab test results*
- *Project photos*
- *MSDS sheets*
- *& much more*

Proud Members Of:



U.S. Green Building Council



American Public Garden Association

POROUS PAVE XL



The strongest, most durable blend with rubber chips, stone aggregate and hard binder for a tough, wear resistant surface

IDEAL FOR

- Trails and pathways
- Parking lots and driveways
- Patios and sidewalks
- Tree surrounds
- Maintenance strips
- Water features
- Steep inclines —
Can be installed at grades up to 30°

INSTALLATION THICKNESS

- 2" of Porous Pave XL For commercial applications, vehicle traffic areas, sidewalks and trailways
- 1.5" of Porous Pave XL Recommended for patios, golf cart paths, residential walkways and other non commercial applications
- 1" of Porous Pave XL As an overpour on existing concrete, asphalt and wood — a very cost effective way to cover cracked surfaces without the expense and mess of a tear-out

Made with an extra strong binder providing an attractive slip resistant surface with a quick cure time



POROUS PAVE XLS



A soft version of Porous Pave using all rubber chips and a softer binder

IDEAL FOR

- Playgrounds
- Pool Surrounds
- Walking Areas
- Splash Pads



Critical fall test – the maximum critical fall height of 2" Porous Pave XLS was determined at 4' or 7' when used with 2" weatherproof foam under Porous Pave material

INSTALLATION THICKNESS

2" of Porous Pave XLS When installing over crushed stone base in new installations around pools, playgrounds and splash pads

1" of Porous Pave XLS As an over pour on existing concrete surfaces, wood decks, etc.

POOL RESURFACING PROJECT





The Possibilities are Endless!



Manufactured By:

Distributed By:



www.porouspaveinc.com

888-448-3873 • Fax 231-834-5537

4385 East 110th, Grant MI 49327

A revolutionary paving product that is heavy duty, flexible and highly porous. It is made from recycled tires, aggregate and a special single component urethane that remains flexible.

Product Name: POROUS PAVE XL

Features	Benefits
Permeable	Rated at 29% porosity, 6312 GPH permeability
Slip Resistant	Lessons the chance of slip and fall accidents
Flexible	Flexibility of product withstands cracking or heating
Durable	Resistant to most hostile materials (oil, gas, chlorine, UV, etc.)
Quick Installation	Mix and pour in place application on site
Strong	Can handle low speed traffic at only 2" thick
Environmentally Friendly	Made from recycled tires, every 1000 square feet of Porous Pave saves about 300 tires from the landfill

Installation should be preformed by a Certified Installer

A hard material made from 50% recycled tires, 50% stone aggregate and a moisture cured urethane binding agent. Thickness of install will vary from 1" to 2" thick depending on application. Can be installed from 45° to 95°F temperatures, curing temperature should not drop below 35°F. Available for use 24 hours after installation, creating an extremely porous, heavy duty surface.

Substrates for Porous Pave

- At 2" thick a base of 4" crushed stone or similar aggregate with low fines, 3/8" to 3/4" in size, compacted to a density of 95% minimum is needed
- At 1 1/2" thick it is designed for foot traffic only and requires a 2" aggregate base
- At 1" thick it is designed to install over an existing engineered surface (concrete, asphalt, wood, etc.)

Uses

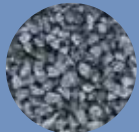
Storm water management, driveways, parking lots, sidewalks, pathways, patios, pool surrounds, tree surrounds, play grounds, maintenance strips, golf courses, etc.

Alternative Permeable Surfacing

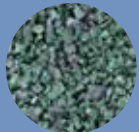


Material Mixing Guide

Available in 8 colors



Gray



Green



Cypress



Black



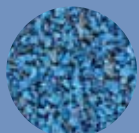
Brown



Tan



Redwood



Blue

Porous Pave XL

Base Mixing Ratio

1 - 50# bag of rubber chips
1 - 50# bag of aggregate
5 Quarts of B5HN hard binder

Base Coverage Guide

Thickness	Coverage
1"	24 sq ft.
1.5"	16 sq ft.
2"	12 sq ft.

Typical Batch Mixture

For typical batches **double** base mixture in an 8 cubic ft or larger mixer.

Porous Pave XLS

Base Mixing Ratio

1 - 50# bag of rubber chips
3 1/3 Quarts of B5SN soft binder

Base Coverage Guide

Thickness	Coverage
1"	16 sq ft.
2"	8 sq ft.

Typical Batch Mixture

For typical batches **triple** base mixture in an 8 cubic ft or larger mixer.

Important Mixing Tips

- Mix in mortar mixer 45-60 seconds or until material is evenly coated with binder, over-mixing may change the color of the material.
- Oil mixer frequently with vegetable oil in between batches, this will keep the material from sticking to the mixer and aid in clean up.

APPENDIX C

**SECTION 05 50 00 -
METAL FABRICATIONS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Shop fabricated, prime painted and galvanized ferrous metal.
 - 2. Shop fabricated, metal railing and valet booth supports.
 - 3. Decorative laser cut metal trim for pedestals, project directories, district identity monuments.
- B. Products Furnished But Not Installed Under This Section:
 - 1. Furnish items cast in concrete to Section 03 30 00 - Cast-In-Place Concrete.

1.2 SUBMITTALS

- A. Product Data: Submit for manufactured components indicating type, finish, size, accessories, and anchorage details.
- B. Shop Drawings: Indicate profiles, dimensions, fabrication and installation details, size and type of fasteners, welds, accessory items, shop finish and method of anchorage.
 - 1. Stamp with seal and signature of professional engineer responsible for design.
- C. Informational Submittals: Submit following packaged separately from other submittals:
 - 1. Certifications specified in Quality Assurance article.

1.3 QUALITY ASSURANCE

- A. Engineer Qualifications: Registered professional engineer licensed to practice structural engineering in jurisdiction where Project is located, with minimum of five years experience in design of metal fabrications.
- B. Welder Qualifications: AWS certified within past 12 months for each type of weld required. Maintain current certification for duration of Project.
- C. Certifications:
 - 1. Certificates verifying AWS qualifications for each welder employed on Project.

PART 2 - PRODUCTS

2.1 FERROUS METALS, GENERAL

- A. Structural Steel: ASTM A36/A36M.
- B. Rolled Steel Bars, Plates, and Shapes: ASTM A6/A6M
- C. Stainless Steel Tube Pipe:
 - Type 316 or higher grade as required for constant contact with water. Provide appropriate fittings, brackets and anchors as needed.
- D. Steel Pipe: ASTM A53; type and grade (if applicable) as selected by fabricator and as required for design loading; black finish unless otherwise indicated.
 - 1. Brackets, Flanges and Anchors: Cast or formed metal of same type material and finish.
- E. Wire Fabric: See plans. Color and finish to be selected.

2.2 FASTENERS

- A. General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for type, grade and class required.
 - 1. Bolts and Nuts: Regular hexagon head type, ASTM A307, Grade A.

2.3 SURFACE PREPARATION AND APPLICATION

- A. Steel surfaces to be primed must be dry and free of dirt, oils, rust, salt and other contaminants.
 - 1. Blast-clean steel to SSPC SP-6 Commercial Grade for general use.
 - 2. Apply primers in accordance with manufacturer's instructions.

2.4 UNIVERSAL PRIMER

- A. Manufacturer's standard, lead free primer, capable of providing sound foundation for field applied top coats despite prolonged exposure.
 - 1. Rust inhibitive/corrosion-resistant.
 - 2. Solids: Nominal 60 percent.
 - 3. DFT: 2 to 3 mils.
 - 4. Maximum Allowable Dry Time: One hour to touch; 12 hour dry to recoat at 75°F.
 - 5. Compatible with finish paint system specified in 09960 or 09910 as applicable.
- B. Acceptable Products:
 - 1. Tnemec, Series 66 Hi-Build Expoxoline, Tnemec, Kansas City, MO.
 - 2. Carboline Multi-Bond 150, Carboline Company, St. Louis, MO.

2.5 ZINC-RICH PRIMER

- A. Inorganic, zinc-rich, capable of providing sound foundation for field applied top coats despite prolonged exposure, cathodic protection and corrosion resistance. Similar to galvanizing.
 - 1. Pigment Content: Minimum 80 percent zinc in dry film by weight.
 - 2. Maximum Allowable Dry Time: One hour to touch; 12 hours to top coat.
 - 3. Compatible with finish paint system specified in 09960.
- B. Acceptable Products:
 - 1. Tnemec, Tnemec Co., Kansas City, MO.
 - 2. Carbo-Zinc 11 VOC, Carboline Company, St. Louis, MO.

2.6 GALVANIZING

- A. Galvanized Finish: Hot-dipped galvanized.
 - 1. Iron and Steel Hardware: ASTM A153/A153M.
 - 2. Iron and Steel Products: ASTM A123; Coating Grade 85 [65].
- B. Galvanizing Repair Paint: MIL-P-21035 or SSPC-Paint-20.
 - 1. Acceptable Products:
 - a. Valspar M-2-2 (13-F-2), Valspar, Baltimore, MD.
 - b. Tnemec 90-93, Tnemec Co., Kansas, MO.
 - c. Carboline Galvanox, Carboline Company, St. Louis, MO.

2.7 METAL FABRICATIONS

- A. Field verify dimensions prior to shop fabrication.
- B. Minimize joints and seams by using largest stock sizes practical.
 - 1. Locate multiple joints at regular intervals and at least conspicuous locations.
 - 2. Form flush, tight, hairline joints and seams. Continuously weld joints and seams to develop full strength of jointed members.
 - 3. Miter exposed joints. Grind exposed welds, seams and joints to form smooth, uniform surface.
- C. Welding: Weld in accordance with AWS D1.1 for materials being welded.
- D. General: Ease exposed edges to minimum, uniform radius of 1/32 inch.
 - 1. Fit and shop assemble sections in largest sizes practical for site delivery.
 - 2. Fabricate work to exclude rain and condensate or provide weep holes to divert water to exterior.
 - 3. Form break metal corners to smallest radius possible without distressing finish surface.
- E. Fasteners: Cut, drill, punch, tap, reinforce and provide anchors to accommodate adjoining work and hardware.
 - 1. Provide anchors, bolts, rough hardware, fasteners and accessories required to incorporate and secure fabrications and to make units functionally operational.
 - 2. Use countersunk, flat head screws and bolts at exposed joints requiring mechanical fasteners.
- F. At exposed work, use materials which are smooth, free of surface blemishes, pitting, seam marks, roller marks, trade names and roughness.

2.8 ROUGH HARDWARE

- A. Furnish bent or custom fabricated bolts, plates, anchors, hangers, dowels and miscellaneous steel and iron shapes required for framing, supporting, anchoring or securing fixtures, accessories, and furnishings.

1. Fabricate items to sizes, shapes and dimensions required.
2. Furnish steel washers, except use malleable-iron washers for heads and nuts which bear on wood structural connections.

B. Finish: Same as item being supported or anchored.

2.9 Grout

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions and proceed with Work.

1. Coordinate and furnish setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, sleeves, anchor bolts and miscellaneous items having integral anchors which are embedded in concrete construction.

3.2 METAL FABRICATIONS INSTALLATION

A. General: Perform cutting, drilling and fitting required for installation of fabrications.

1. Set work accurately to established lines and levels.
2. Provide temporary bracing and anchors for items which are to be built into concrete or similar construction.
3. Fit exposed connections together to form tight hairline joints. Weld connections which are left as exposed joints.
4. Grind exposed joints smooth and touch-up shop paint.
5. Do not weld, cut or abrade galvanized surfaces of bolted or screwed connections.

B. Field Welding: AWS Code D1.1.

C. Bearing: Clean concrete and masonry bearing surfaces of any bond-reducing materials; roughen to improve bond to surfaces. Clean bottom surface of bearing plates.

1. Set loose leveling and bearing plates on wedges, or adjustable devices. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims, but if protruding, cut flush with edge of bearing plate before packing with grout.
2. Non-Shrink Grout: Pack grout between bearing surfaces and plates; ensure no voids remain.

D. Edge Angles: Cast integral and flush with cast-in-place concrete using Anchors.

3.3 ADJUSTING AND CLEANING

A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas and paint with same material used for shop painting. Apply by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Cleaning Galvanized Surfaces: Clean field welds, bolted connections and abraded areas and apply ASTM A780 galvanizing repair paint.

END OF SECTION

Forms

(to be used following award of bid)

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



PROJECT TITLE

BID #

PWP#

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

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

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

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

2. Payment for Project Services

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

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



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

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

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

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

3. Time for Completion:

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

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

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

4. No Unlawful Discrimination:

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



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

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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

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

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

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

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



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

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

8. Prevailing Wages:

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects."

The Contractor shall ensure that all employees on the work site are paid in accordance with the **CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER**, whenever the actual value of the Contract totals Two Hundred Fifty Thousand Dollars (\$250,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed Two Hundred Fifty Thousand Dollars (\$250,000), the State Labor Commissioner may audit the entire Contract period.

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

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

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

- A. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- B. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.
- C. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:



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

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

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

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

9. Acceptance by the City:

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

10. Waiver:

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

11. Notices:

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

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

CONTRACTOR:



12. Arbitration:

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

13. Jurisdiction and Venue:

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

14. Indemnification:

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

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

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

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time



and costs spent by such personnel at the rate charged City for such services by private professionals.

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

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

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

15. Licenses and Permits:

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

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

16. Insurance:

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

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance



at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

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

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

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

Minimum Limits of Insurance

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

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be



revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

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

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

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Separation of Insureds

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

Waiver of Subrogation

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

Endorsements

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



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

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

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

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Workers’ Compensation and Employer’s Liability

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance as required



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

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

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

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

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

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

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build



or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

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

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

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

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

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



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

C. Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

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

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

17. Liquidated Damages:

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it



being impossible to determine the actual damages occasioned by the delay) \$_____ for each _____ day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

18. Material Breach of Contract:

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

19. Force Majeure:

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

20. Termination:

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

21. Assignment:

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

22. Entire Contract:

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

23. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

24. Headings:

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



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

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

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

26. Execution:

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

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

(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Geno R. Martini, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

Teresa Gardner, City Clerk

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

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

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

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **(WRITTEN COST)** dollars (\$_____), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Sparks in the State of Nevada, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

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

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

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

Principal

By _____

Surety

By _____

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

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

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

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

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTEN AMOUNT** dollars (\$_____), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

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

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

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

Principal

By _____

Surety

By _____