

**BID FOR
EL RANCHO SEWER IMPROVEMENTS**

BID # 18/19-009

PWP # WA-2018-271

BIDS DUE NOT LATER THAN: 1:45 PM ON SEPTEMBER 19, 2018

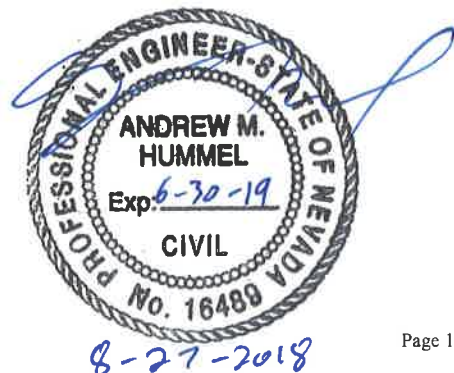
PUBLIC BID OPENING: 2:00 PM ON SEPTEMBER 19, 2018

[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
EL RANCHO SEWER IMPROVEMENTS
BID #18/19-009 / PWP #WA-2018-271**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON SEPTEMBER 19, 2018**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Bids will be opened and publicly read at **2:00 PM ON SEPTEMBER 19, 2018**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: Abandon 2,000 LF of 8" sewer with excavatable slurry. Remove 475 LF of 8" sewer. Construct 3,900 LF of 12" and 15" SDR35 PVC sewer pipe. Remove and construct Type 1 manholes. Reconnect sewer laterals. Remove and install traffic loops. Place 50,000 SF of permanent patch pavement. Provide bypass pumping and traffic control.

PRE-BID MEETING: There will be a **NON-MANDATORY** pre-bid meeting held on September 7, 2018 at 9AM at: City of Sparks City Hall-Lobby Conference Room, 431 Prater Way., Sparks, NV 89431.

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

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

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

Reno Gazette Journal Legal Notices Section
Publish Date: August 29, 2018
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: EL RANCHO SEWER IMPROVEMENTS

BID #18/19-009, PWP#WA-2018-271

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

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

BIDDER acknowledges receipt of _____ Addenda.

Bidder Name

(signature)

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization	\$ _____ /LS	\$ _____
2	1	LS	Traffic Control	\$ _____ /LS	\$ _____
3	50,094	SF	2" Mill and Fill	\$ _____ /SF	\$ _____
4	461	LF	Remove existing sewer main and backfill to grade	\$ _____ /LF	\$ _____
5	2,045	LF	Abandon sewer main with excavatable slurry	\$ _____ /LF	\$ _____
6	5	EA	Abandon existing sewer manhole	\$ _____ /EA	\$ _____
7	1	EA	Reconnect existing sewer lateral, remove and replace curb and gutter	\$ _____ /EA	\$ _____
8	1	LS	Remove and replace traffic loops	\$ _____ /LS	\$ _____
9	3	EA	Remove existing manhole	\$ _____ /EA	\$ _____
10	1	LS	Pavement marking	\$ _____ /LS	\$ _____
11	13	EA	Construction of 48" diameter Type 1 sewer manhole	\$ _____ /EA	\$ _____
12	1	EA	Construct 48" diameter Type 1 sewer drop manhole	\$ _____ /EA	\$ _____

13	600	LF	Construct 12" diameter sewer line	\$ _____ /LF	\$ _____
14	3,297	LF	Construct 15" diameter sewer line	\$ _____ /LF	\$ _____
15	1	LS	Bypass Pumping	\$ _____ /LS	\$ _____
16	1	EA	Force Account		\$100,000.00

<p>Total Price for El Rancho Sewer Improvements</p> <p>\$ _____</p> <p style="text-align: center;">(written total bid price)</p>	<p>\$ _____</p>
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Bidder Information

COMPANY INFORMATION:

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

COMPANY BACKGROUND

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

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

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

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

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

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

Bidder Information

CONTRACTOR LICENSE INFORMATION:

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

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

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

Bidder Information

DISCLOSURE OF PRINCIPALS:

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

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

b) **Corporation:**

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

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT

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

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description 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 of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description 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 **EL RANCHO SEWER IMPROVEMENTS, Bid # 18/19-009**, 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 _____, 2018.

State of Nevada)
) SS.
 County of _____)

On this _____ day of _____, in the year 2018, 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 **EL RANCHO SEWER IMPROVEMENTS (Bid #18/19-009)** 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 # **18/19-009**, PWP # **WA-2018-271**, for the **EL RANCHO SEWER IMPROVEMENTS**.

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 **EL RANCHO SEWER IMPROVEMENTS**, 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://labor.nv.gov/PrevailingWage/Public_Works/Prevailing_Wages/

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

22. Conflict of Interest:

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

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

General Conditions



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

23. Disqualification of Bidder:

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

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

24. Gratuities:

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

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

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

26. Performance and Payment Bonds:

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

General Conditions



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

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

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

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

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

27. Indemnification:

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

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

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

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

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

General Conditions



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	

General Conditions



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.

General Conditions



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

Primary and Non-Contributory

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

Separation of Insureds

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

Waiver of Subrogation

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

Endorsements

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

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

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

Business Automobile Liability

Minimum Limits of Insurance

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

General Conditions



Coverage Form

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

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

Additional Insured

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

Endorsements

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

Workers’ Compensation and Employer’s Liability

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

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

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

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

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

General Conditions



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

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

Minimum Limits of Insurance

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

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

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

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

ALL COVERAGES

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

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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

General Conditions



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

VERIFICATION OF COVERAGE

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

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

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

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

General Conditions



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

29. Safety Program:

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

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

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

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

30. Award of Contract:

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

General Conditions



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

31. Request for Proposal (RFP) Submittals:

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

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

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

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

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

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

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

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

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

General Conditions



338.

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

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

33. Tie Bids:

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

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

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

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

- (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.

57. Boycott of Israel: Compliance with SB 26 (2017) (This Section IS IS NOT Applicable to this bid):

Pursuant to Nevada Senate Bill 26 (2017), any Contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$50,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term "Boycott of Israel" has the meaning ascribed in Section 3 of Senate Bill 26 (2017). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.

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
EL RANCHO SEWER IMPROVEMENTS
Bid Number 18/19-009, PWP# WA-2018-271

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

SECTION 1: SCOPE OF WORK

The work includes but is not limited to sewer improvements in El Rancho Drive including 12" and 15" PVC sewer, abandonment of existing 8" sewer with excavatable slurry, manhole removal and construction, reestablishment of sewer laterals, installation of traffic loops, permanent pavement patch, 2" mill and fill, bypass pumping and traffic control.

SECTION 2: NOTICE TO PROCEED

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

SECTION 3: WORKING DAYS

The work to be performed under this contract shall be commenced after all executed Contract Documents have been submitted, within five (5) calendar days of the commencement date set forth in the Notice to Proceed. The work, including any and all alternates and options, shall be completed within eighty (80) working days after the commencement date set forth in the Notice to Proceed.

SECTION 4: 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 calendar day delay in finishing the work in excess of the number of working days prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges. The City may deduct this amount from any money due or that may become due to 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 5: EXCUSABLE DELAYS

The CONTRACTOR shall not be assessed liquidated damage nor the cost of engineering inspection during any delay in the completion of the work caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or due to such causes, provided that the CONTRACTOR shall within ten (10) days from the beginning of such delay

notify the Project Manager in writing of the causes of delay. The Project Manager's findings of the facts thereon shall be final and conclusive.

SECTION 6: INTENT OF THE PLANS AND SPECIFICATIONS

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

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

SECTION 7: AUTHORITY OF THE PROJECT ENGINEER AND INSPECTOR

All work shall be done under the supervision of the Project Engineer 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 City shall provide an inspector who will represent the City and the Project Manager 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 Engineer.

SECTION 8: CHANGE ORDERS

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

SECTION 9: COOPERATION WITH OTHER CONTRACTORS

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

SECTION 10: DISPOSAL OF EXCESS AND WASTE MATERIALS

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

SECTION 11: 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 by the CONTRACTOR.

SECTION 12: PROTECTION OF EXISTING UTILITIES

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

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

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

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

SECTION 13: 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 14: 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 Engineer or Inspector. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the Department shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the Project Engineer or Inspector participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the Project Engineer or Inspector.

SECTION 15: PRE/POST-CONSTRUCTION WALK-THRU

The CONTRACTOR, Inspector, and/or Project Engineer 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.

Project areas near property lines, back of sidewalk and driveways, landscaping, mow strips, fences and edging should be photographed by the CONTRACTOR prior to any mobilization or work 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.

SECTION 16: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

Work performed in the Oddie Blvd and El Rancho Dr intersection shall be performed between 8:00 PM and 6:00 AM. A minimum of one (1) lane in each direction along Oddie Blvd and El Rancho Dr will be maintained for the life of the contract.

All work performed outside the Oddie Blvd and El Rancho Dr intersection shall be limited to 7:00 AM to 7:00 PM Monday through Friday. The CONTRACTOR shall not perform any contract work on legal Holidays and outside the hour limits established above, except as directed and/or approved by the City Engineer and as specified herein.

If the CONTRACTOR plans to perform work outside of the time limits established above, the CONTRACTOR shall first obtain approval from the City Engineer at least twenty-four (24) hours prior to commencing such overtime work.

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 following legal Holidays are 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 17: SUBMITTALS

Submittals shall be provided when the Notice to Proceed is issued. Material submittals shall have been performed within the previous 12 months. Electronic submittals or two (2) hardcopies of each submittal shall be submitted.

SECTION 18: TRAFFIC CONTROL PLANS

Work performed in the Oddie Blvd and El Rancho Dr intersection shall be performed between 8:00 PM and 6:00 AM. A minimum of one (1) lane in each direction along Oddie Blvd and El Rancho Dr will be maintained for the life of the contract.

One (1) lane in each direction along El Rancho Dr will be maintained for the life of the contract.

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 Community Services 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 be scaled such that all proposed signage and traffic control for all streets in the entire unit can be seen on a maximum of two (2) full size (24"x 36") plan sheets. The CONTRACTOR shall submit two (2) copies of proposed traffic control plan to the Project Engineer for review and comments five (5) working days prior to mobilization and any work being performed. The proposed traffic control plan shall be prepared and signed by a certified TCS, retained by the CONTRACTOR.

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

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

The Project Manager 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 Engineer 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 Engineer, 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 Manager, 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 motorists adequate warning of the construction. None of the provisions herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work, which will not interfere with the use of existing streets.

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

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

SECTION 19: CLEANUP AND DUST CONTROL

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

All construction procedures shall conform to WCDHD-AQMD standards.

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

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

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

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

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

SECTION 20: FORCE ACCOUNT

THIS ITEM SHALL BE IDENTIFIED AS A CONTINGENT ITEM. The use of this contingent item will be as directed by the Project Engineer. The quantity of the above contingent item of work, as set forth on the bid schedule represents no actual estimate, is nominal only and may be greatly increased or decreased or reduced to zero. The increase or reduction of this quantity as compared with that set forth on the bid 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 Engineer by the CONTRACTOR and signed by both parties. These daily reports shall thereafter be considered the true record of force account items for unforeseen circumstances. No additional incidental work shall be performed or made except upon a written order from the Engineer.

SECTION 21: RECORD DOCUMENTS

The CONTRACTOR shall maintain, in a safe place at the job site, one record copy of the construction Drawings in good order and annotated to show all changes made during construction and all existing facilities exposed during construction. These record drawings shall be kept current and made available to the Project Engineer and inspector for reference upon request. CONTRACTOR shall, at the completion of the project, return one completed copy of the Record Drawings, to include the actual location of all items constructed that differ from the plans and any additional and/or changes to items of work, to the Project Engineer. The City will not release CONTRACTOR's retention until the Record Drawings have been received and reviewed by the Project Engineer.

SECTION 22: PROJECT SUPERVISION

The CONTRACTOR will provide a superintendent for this project that is available during working hours. The CONTRACTOR will also provide a foreman for supervision of crews that are currently working on site. Supervision of several crews by one foreman will be permitted; the superintendent can also act as the supervision of the crews however the superintendent must remain on the job at all times during working hours.

SECTION 23: SURVEYING AND TESTING

The city will provide construction surveying for the project. Reference points with grades will be provided. 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 manager or inspector prior to any testing. Three copies of aggregate base, concrete and asphalt submittals will be required for approval prior to any installation.

SECTION 24: NOTIFICATION TO RESIDENTS, SCHOOLS AND BUSINESSES

It shall be the responsibility of the contractor to notify existing residents, schools, and businesses located within the project limits, adjacent to work zones, and as identified by the City. Notification shall include a mailed letter and door hangar seven (7) days prior to any construction. Letters will include construction schedule, start and stop times, any weekend work, and contact telephone numbers of project superintendent. The City will provide contact info of the Project Engineer to be included in the notification.

BID ITEM CLARIFICATIONS
El Rancho Sewer Improvements
Bid Number 18/19-009/PWP# WA-2018-271

GENERAL INFORMATION

Unless indicated otherwise within the specific bid item as described in this section, the Engineer's estimated quantity as contained in the bid schedule shall be the final pay quantity. For bid items measured in lineal feet, the quantities are estimated by taking the horizontal projected lengths. For bid items measured in square feet, the quantities are estimated by taking the horizontal projected areas.

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 measurements and computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on measurements and 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 during construction, the final pay quantity of that item will be adjusted to reflect the change.

Bid Item 1 – Mobilization

This item shall include providing all labor, materials, supplies, equipment, services and other incidentals necessary for mobilization, demobilization, obtaining all required insurance, bonds, permits and project signs as set forth in these plans and specifications.

Payment is on a lump sum basis. Partial payment for mobilization will be 20% for each 10% of project completion thru 50% completion.

Bid Item 2 – Traffic control

This item shall include providing all labor, materials, equipment, services and other incidentals necessary to provide traffic control in accordance with the plans and specifications. This item shall include the preparation and submittal of traffic control plans and notices, and the installation and removal of traffic control devices throughout the entire project.

Payment will be on a lump sum basis. Partial payment will be made based upon percent completion of the work.

Bid Item 3 – 2" mill and fill

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to construct the 2" mill and fill per the plans and specifications.

Payment is on a square foot basis.

Bid Item 4 – Remove existing sewer main and backfill to grade

This item shall include excavation, backfill, compaction and disposal of pipe material as required to remove portions of the existing sewer main as shown on the plans.

Payment is on a linear foot basis.

Bid Item 5 – Abandon existing sewer main

This item includes providing all labor, materials, equipment, services and incidentals necessary to fill the existing sewer main with excavatable slurry and pipe plugs as shown on the plans.

Payment is on a linear foot basis.

Bid Item 6 – Abandon existing sewer manholes

This item shall include sawcutting, removal and replacement of base and AC, removal of the manhole cone, collar frame and cover, geotextile fabric, and filling of manhole with drain rock. This item also includes the loading, hauling, and disposing of the AC, base, subgrade materials, and removed manhole components at a suitable facility. Included is the sawcutting required such that the removal lines are neat and straight and the replacement of AC paving will be constructed per the paving patch detail in the plans.

Payment is on an each basis.

Bid Item 7 – Reconnect existing sewer lateral

The item includes providing all labor, materials, equipment, services and incidentals necessary to attach the existing sewer lateral to the proposed sewer main including bedding, backfilling, and compaction. This item shall include sawcutting, removal, loading, hauling, disposal and replacement of curb, gutter and base.

Payment is on an each basis.

Bid Item 8 – Remove and replace traffic loops

This item includes providing all labor, materials, equipment, services and incidentals necessary to replace existing traffic detector loops which are destroyed during grinding, resurfacing, or patching operations. This item shall include removing all of the existing damaged loops, layout, sawcutting, sawcutting of areas outside of the pavement replacement areas shown on the plans as necessary to run loop detector wires to the traffic controller cabinet, cleaning, loop wire and placement, sealing, making all connections and verification of loop detections system functions

Bid Item 9 – Remove existing manhole

This item shall include excavation, manhole and manhole incidentals removal, backfill, compaction, and loading, hauling, and disposing of removed components. This item includes the 6” asphalt concrete (AC) and 8” Type 2 base section as specified in the pavement patch detail in the plans.

Payment is on an each basis.

Bid Item 10 – Pavement marking

This item shall include installation of traffic markers on all new pavement surfaces. This item includes providing all labor, materials, equipment, surface preparation, priming, application, surveying layout, tools, and incidentals necessary to complete the work.

Payment is on a lump sum basis.

Bid Item 11 – Construct 48” Type 1 sewer manholes

This item shall include the construction of Type 1 sewer manholes at the locations as shown on the plans. It shall include excavation, construction of manhole bases, furnishing and installation of manhole sections to the sizes and heights required by the plans, grade rings, frames and covers, concrete collars, fittings, dewatering that may be required, core-opening existing manholes for the 12-inch and 15-inch diameter

sewer line connections, and backfilling. This item shall also include manhole plugs and manhole base modifications. The manholes shall be water tight. The joints shall be wrapped with joint wrap. The work includes providing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

Payment is on an each basis.

Bid Item 12 – Construct 48” Type 1 drop manhole

This item shall include the construction of a 48” Type 1 sewer drop manhole at the location shown on the plans. It shall include excavation, construction of manhole base, furnishing and installation of manhole sections to the sizes and heights required by the plans, grade rings, frames and cover, concrete collar, fittings, dewatering that may be required, 8-inch main extension and coupling, and backfilling. The manholes shall be water tight. The joints shall be wrapped with joint wrap. The work includes providing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

Payment is on an each basis.

Bid Item 13 – Construct 12” sewer line

This item shall include the construction of a 12-inch inside diameter SDR35 PVC sewer pipeline along the alignment as shown on the plans. This bid item includes trenching, excavation, shoring and bracing, furnishing and installation of the sewer pipe at the grades as shown in the plans, dewatering that may be required, bedding, backfilling, and compaction. This item includes potholing ahead of excavation to located buried utilities, and incidental existing utility relocation or replacement. This item includes the 6” asphalt concrete (AC) and 8” Type 2 base section as specified in the pavement patch detail in the plans. This bid item includes providing all labor, materials, equipment, tools, dust control, and incidentals necessary to complete the work.

Payment is on a linear foot basis.

Bid Item 14 – Construct 15” sewer line

This item shall include the construction of a 15-inch inside diameter SDR35 PVS sewer pipeline along the alignment as shown on the plans. This bid item includes trenching, excavation, shoring and bracing, furnishing and installation of the sewer pipe at the grades as shown in the plans, dewatering that may be required, bedding, backfilling, and compaction. This item includes potholing ahead of excavation to located buried utilities, and incidental existing utility relocation or replacement. This item includes the 6” asphalt concrete (AC) and 8” Type 2 base section as specified in the pavement patch detail in the plans. This bid item includes providing all labor, materials, equipment, tools, dust control, and incidentals necessary to complete the work.

Bid Item 15 – Bypass Pumping

This item shall include providing bypass pumping for the existing sewer flow control during installation of the sewer main as specified in the plans. In addition, this item includes any shallow bury trenching and pavement/base removal and replacement, ramps, security, 24 hour watch, and temporary pavement necessary to maintain traffic flow over the bypass piping. This item includes the 6” asphalt concrete (AC) and 8” Type 2 base section as specified in the pavement patch detail in the plans for any trenching required to perform the bypass pumping. The work includes providing all labor, materials, equipment, tools, services, and incidentals necessary to complete the work.

Payment is on a lump sum basis. Partial payment for bypass pumping will be 20% upon mobilization and 10% for every remaining 10% of project completion.

Force Account

A force account of \$100,000.00 has been established for this project and shall be included in each bid. The force account will be utilized only as necessary for extra work authorized and approved by the Engineer and the City of Sparks.

TECHNICAL SPECIFICATIONS
El Rancho Sewer Improvements
BID # 18/19-009, PWP-WA-2018-271

Unless otherwise amended by these Technical Specifications, all materials, construction methods, etc. shall follow the Standard Specifications for Public Works Construction (Orange Book), 2012 version.

CITY OF SPARKS TRAFFIC SIGNAL EQUIPMENT

The City of Sparks traffic signal equipment shall be installed in accordance with national standards and codes including, but not limited to, the most current edition of The Manual on Uniform Traffic Control Devices (MUTCD), the National Fire Protection Association (NFPA), the National Electrical Code (NEC), etc. In addition, the following standards shall, to the best possible ability of the contractor, be met. Any conflicts between the national standards and codes and the City standards shall be resolved by contacting the City Transportation Manager for a ruling.

Loop Detection Loop detector wire shall be I.M.S.A. Spec. 51-5-1984 #14 AWG to #20 AWG with Polyethylene (XLPE/XHHW) encasing tube or approved equal. Loop Detector lead-in cable (LLC) shall be I.M.S.A. Spec 50-2-1984 # 16 AWG or approved equal. Splicing of the LLC is not permitted between the signal cabinet and loop detector wire. Loops shall be a minimum of 6' diameter circle with 3 turns per loop. Loops in adjacent lanes shall be wound in opposite directions. Preformed loops shall be encased in PVC and shall be placed between the structural and wearing course unless otherwise approved by the City Transportation Manager. All new roadways shall have the loops placed between the structural and wearing course. Loops shall be placed in accordance to the Nevada Department of Transportation, Standard Drawing T-30.1.4 called "Loop Detectors". The saw cut depth for all home runs shall be a minimum of 2½ inches. There shall be no more than 2 twisted pairs per sawed loop slot. The maximum area of asphalt allowed to be displaced shall be no more than 6" x 6" when installing loops. The LLC shall have 4 to 6 turns per foot between the end of the saw slot and the detector to prevent separation of the wires. When making the final connections in the controller cabinet, crimp type connectors should be soldered for additional security and the screws on the terminal strip securely tightened. The shield must be floated (left unconnected and insulated) at the splice end and shall be grounded to earth ground at the cabinet end only. LLC shall be connected to no more than 4 loops and be clearly marked by permanent means (tag and marker) in the pull box splice point and the traffic signal cabinet. Loop amplifiers shall be EDI-LMD622T Loop Amplifier or approved equal. One Loop Amplifier shall be EDI-ORACLE 2E or approved equal.

Loop Sealant Loops may be sealed using one of the following options:

Hot-melt rubberized asphalt sealant must:

1. Be in solid form at room temperature and fluid at an application temperature range from 190 to 205 degrees C
2. Not produce toxic fumes
3. Be suitable for use in both asphalt concrete and concrete pavement
4. Be packaged in containers clearly marked Detector Loop Sealant with the manufacturer's batch and lot number.

The cured hot-melt rubberized asphalt sealant must comply with the requirements shown in the following table:

Cured Hot-Melt Rubberized Asphalt Sealant Requirements

Quality characteristic	Test method	Requirement
Cone penetration (max, 1/10 mm)	ASTM D 5329, sec. 6 ^a	35
Flow (max, mm)	ASTM D 5329, sec. 8 ^b	5
Resilience (min, %)	ASTM D 5329, sec. 12 ^c	25
Softening point (min, °C)	ASTM D 36	82
Ductility (min, cm)	ASTM D 113 ^d	30
Flash point, Cleveland Open Cup (min, °C)	ASTM D 92	288
Viscosity (Pa·s)	ASTM D 4402 ^e	2.5–3.5

^aAt 25 °C, 150 g, 5 s

^bAt 60 °C

^cAt 25 °C

^dAt 25 °C, 5 cm/minute

^eBrookfield Thermosel, no. 27 spindle, 20 rpm, 190 °C

Loops and lead-in wires shall have a 1” long non-metallic backer-rod covering the loop wires to secure them during the sealing process. The backer rod shall be at least one (1) inch below the top of pavement. Backer-rods must comply with ASTM D5249, be expanded, closed-cell polyethylene foam with a diameter at least 25 percent greater than the saw cut joint width. Sealant backer-rod material shall be easily compressed and installed in the joint reservoir and shall be heat resistant.

Elastomeric Loop Sealants - Sealant shall be a flexible polyurethane encapsulant intended for sealing and protecting vehicle detector loop wires installed in saw cuts. The sealant, upon application, must be of a sufficiently free-flowing consistency to fill the road cavity thoroughly. The sealant must be self-leveling, not shrink, swell, or crack during or after its curing process. Application equipment, techniques, and temperature range must be in accordance with the manufacturer’s recommendations. Sealants must have a minimum shelf life of 12 months. Backer-rod needs to be placed a minimum of every two (2) feet to keep the wire from floating up during the application process.

SECTION 306 – BYPASS PUMPING

1.0 - THE BYPASS PUMPING SYSTEM DESIGN CRITERIA

1. Discharge manifolds are acceptable
2. Intake manifolds are not acceptable
3. Use separate intakes for each pump with debris control
4. Aluminum pipe is unacceptable
5. Suction lines shall be steel reinforced pipe or better
6. Provide adequate intake line spacing (center to center) to avoid vortexing
7. Provide complete startup to shutdown full time monitoring of the pipeline and pumping installation
8. Provide a float switch, battery operated high level alarm with notification to cell phones and warning light
9. Provide redundant air release valves
10. Provide multiple fuel tanks with 24 hours of fuel supply
11. Protect discharge piping from vandalism and vehicular damage
12. Odor control will be as required

2.0 – BYPASS PUMPING REQUIREMENTS

Bypass sizing and routing shall be the responsibility of the Contractor.

Two different bypass pumping system criteria have been identified for this project. These criteria are identified below. Projects that are in environmentally sensitive areas or that have a high sewage flows will require one or more of these criteria as specified herein.

Criterion 1 Bypass Pumping System with flows equal to or less than 2.5 MGD (1735 GPM)

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

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

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

Criterion 2 Bypass Pumping System with flows greater than 2.5 MGD (1735 GPM) or where siting conditions require.

In addition to the requirements identified under Criterion 1, Contractor shall design construct, operate and maintain the bypass system specified herein:

1. All bypass piping shall be fused HDPE piping.
2. The bypass piping system shall include multiple pipelines to convey 150% of the maximum anticipated flow (as determined by the Contractor). A minimum of one additional (spare) pipeline will be constructed and plumbed for immediate operation that is equal in diameter to the largest pipe size in use for the bypass setup. All other requirements shall be the same as identified under Criterion 1 of these specifications.

All bypass for pipelines 18-inch and larger will require Criterion 2 bypass setups.

Criterion 2 bypass setup will be required for G Street pump around operation.

In areas where bypass piping crosses major streets, pipe must be laid in trench and backfilled with temporary trench patch. Ramps shall only be installed in locations approved by Engineer.

Contractor shall have the entire bypassing system in place at each construction location and successfully tested for leaks before bypassing any sewage.

Prior to breaking down bypass ramps and/or hard piping, Contractor shall flush with potable water. Once flushed, hard piping shall be pigged using air to remove water.

The Contractor shall notify the Engineer 48 hours prior to commencing or shutting down any bypassing pumping operations.

Contractor shall repair, without cost to the City and/or private property owner, any damage that may result from their negligence, inadequate or improper installation, maintenance and operation of bypassing system, including mechanical or electrical failures. Contractor shall be responsible for immediate and proper cleanup should any spill occur, regardless of amount.

Engines shall be equipped with mufflers and/or plywood/Styrofoam noise panels enclosing the engines to keep the noise level within limits specified in local codes and ordinances.

All contacts between City's Maintenance Personnel and the Contractor on any sanitary sewer/storm drain matters shall be directed through the City's Project Manager.

Bypass will be required to operate 24-hours a day, 7 days a week throughout the construction activities. Contractor shall have staff dedicated to operating and maintaining the bypass system 24-hours a day during all periods the bypass is in use.

3.0 - SUBMITTALS

The Contractor shall submit, in accordance with Section 100.31.01, of the Specifications, Contract Plans and complete design data showing methods and equipment proposed to be utilized in sewer bypassing for approval at the Pre-Construction Meeting. The submittal shall include the following information:

1. Written documentation indicating the scheme including location of pumps, temporary sewer plugs, bypass discharge lines, ramps, and lighting for ramps. The Submittal shall describe the method and location for draining the bypass pipelines upon completion of the work.
2. Capacities of pumps, prime movers, and standby equipment.
3. Design calculations proving adequacy of the system and selected equipment.
4. Standby power source.
5. Staffing plan.
6. Show suction and discharge points with elevations & stationing on the Contract Plans.
7. Provide pump performance curves.
8. Submit calculations to verify suction lift of pumps has not been exceeded.
9. Contractor shall submit proposed noise control and exhaust control plans for pumping equipment.
10. Contractor shall submit a proposed plan for disruption of sewer service laterals.

The actual design of the bypass arrangement shall be prepared by the Contractor or Subcontractor performing the work, and shall be submitted to the Engineer to determine conformance to project objectives. The Contractor shall be responsible for any Subcontractors design (if used) on this project. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor.

Approval of submitted plans for sewer connection and temporary rerouting shall in no way relieve the Contractor of their responsibility for the protection of adjacent properties,

downstream drainage systems and water tributaries against sewage spill. Any litigation, claims, fines, etc. associated with any sewage spill shall be the responsibility of the Contractor.

4.0 – PROTECTION

All bypass flows shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.

All pumps, generators, and other equipment shall be placed on new plastic tarps to protect against gasoline, oil, and hydraulic fluid spills. Spills and leaks shall be cleaned up immediately.

5.0 – SCHEDULING

The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. **Contractor or Subcontractor responsible for bypass pumping shall have a representative on site to maintain and monitor the bypass pumping system until the bypassing of that specific pipeline is no longer required.**

6.0 – FLOW CONDITIONS

The Contractor is responsible for obtaining current flow condition information at the time of construction. The City is not responsible for any deviations in quantity of sewage flow at any time during the construction period. Higher flows may be encountered depending on weather and other upstream conditions.

END OF SECTION



March 19, 2018
Project No. 17.201.01-G

City of Sparks Community Development
Engineering Services
431 Prater Way
Sparks, Nevada 89431

Attn: Andy Hummel, Utility Manager

Re: Geotechnical Engineering Services, Proposed Sewer Line Replacement,
El Rancho Drive, Sparks, Nevada

Dear Mr. Hummel:

Axion Geotechnical is pleased to present results of geotechnical engineering services our firm provided for the project. Based on results of our work, experience in the area, and understanding of project development, we conclude that the site is suitable for its intended use provided recommendations included in our report are adhered to during design and construction. The primary geotechnical concerns identified are the presence of **oversize aggregate** and the relatively **clean nature** of portions of the underlying material.

We appreciate being selected to provide these services and trust results fulfill your needs. If you or your consultants have questions, please contact us at (775) 771-2388 or at chris@axionengineering.net.

Respectfully,

AXION GEOTECHNICAL, LLC

Chris D. Betts

Chris D. Betts, P.E.
President



I INTRODUCTION

Axion Geotechnical is pleased to present results of a geotechnical investigation our firm conducted for the proposed project. Development includes removal and replacement of approximately 3,300 lineal feet of existing sewer line along El Ranch Drive from Capurro Way to G Street.

Based on a preliminary grading information, we understand earthwork necessary for removal and replacement will result in trench excavations from about 10 to 16 feet below grade. Earthwork will be performed in accordance with the 2012 *International Building Code*, and the 2012 *Standard Specifications for Public Works Construction* (Regional Transportation Commission).

The purpose of our work will be to assess the subsurface soil conditions along the sewer alignment, and to provide opinions and recommendations concerning:

1. Potential geological hazards
2. Trench excavation and backfill
3. Pipe bedding and cover
4. Support of pavement sections

This report is geotechnical in nature and not intended to identify other constraints such as environmental hazards, wetlands determinations or the potential presence of buried utilities.

Recommendations included in this report are specific to development at the Property and are not intended for off-site development. Proposed development outside the limits of our investigation, or conceptual changes to the project such as grade changes could require additional subsurface exploration, laboratory testing, and engineering analysis.

Field Exploration and Laboratory Tests

To attain an overview of the underlying soil conditions along the sewer alignment, four test borings were drilled with a Central Mine Equipment (CME) 55 drill-rig using 7.75-inch outside diameter hollow-stem augers (HSA) and AW drill rods and solid-flight augers (SFA). The boring was advanced to depths of 10 to 20½ feet below ground surface. Two of the borings were terminated at relatively shallow depths due to the presence of over-size aggregate such as cobbles and boulders. The borings were positioned in the field using pace and compass methods, and a site plan provided by Axion Engineering, LLC. The boring locations are depicted on Plates 1 and 1A through 1D with respect to referenced survey. The boring locations are approximate. No greater accuracy is implied.

Our geologist logged visual descriptions of the earth materials. Representative soil samples were collected from the test boring in an 18-inch split-spoon sampler using a 140-pound safety hammer with a 30-inch drop from a cathead release mechanism. The number of blows per foot required to advance the sampler were recorded using methods of the Standard Penetration Test (SPT). Obtaining representative samples was inhibited due to sampler refusal encountered on over-size aggregate.

The borings were loosely backfilled with auger cuttings and capped with asphaltic cold patch. Logs of the test borings are presented on Plates 2 through 5. The materials encountered were classified in accordance with the Unified Soil Classification System, which is explained on Plate 6.

The samples were returned to our office to confirm field classifications, and to select representative samples for laboratory testing. Results of sieve analysis and Atterberg Limits are presented the logs and on Plate 7. Due to difficulty obtain representative soil samples, our laboratory testing program was limited.

Site, Soil, Water and Geologic Conditions

The project is a developed roadway and is bordered by developed land to all sides. The surface is level, matches elevations of adjacent development and is surfaced with asphaltic concrete.

Based on the United States Geological Survey 7.5-Minute topographic map of the Reno Quadrangle, the project is in the NE $\frac{1}{4}$ of Section 6, Township 19 North, Range 20 East and elevation is at approximately 4,440 feet relative to mean sea level.

Based on Sheet 22 of the *Soil Survey of Washoe County, Nevada, South Part* (U. S. Department of Agriculture, Soil Conservation Service, 1980) the underlying materials consist of the following:

Idlewild clay loam, drained (#600): This unit is near Capurro Way. This very deep, somewhat poorly drained soil is on alluvial fans. The drainage has been altered. The soil formed in alluvium derived from mixed rock sources. Slopes are 0 to 2 percent. Typically, the surface layer is a very dark grayish brown clay loam about 13 inches thick. The subsoil is an olive brown silty clay and silty clay loam about 23 inches thick. The substratum is an olive brown stratified sandy clay loam and silty clay loam about 26 inches thick. Permeability is slow. Available water capacity is high. Effective rooting depth is 60 inches or more. Runoff is slow, and the hazard of water erosion is slight. The hazard of soil blowing is slight. Limitations for shallow excavations are moderate due to the presence of clay. Limitations for septic tank absorption field are severe due to slow percolation rates. The shrink-swell potential is moderate to high. The frequency of flooding is none. Depth to high water table is greater than 6 feet. Depth to bedrock is greater than 60 inches. The potential for frost action is high. The risk of corrosion to uncoated steel is high, and to concrete it is low. The main limitations associated with the use of this soil for urban development, as defined by the soil survey, are the high clay content, the slowly permeable subsoil, low load-bearing strength and susceptibility to frost heave.

Orr stony sandy loam, gravelly substratum, 2 to 4 percent slopes (# 622): This unit is from Capurro Way to about Elementary Drive. This very deep, well-drained soil is on terraces and alluvial fans. It formed in alluvium derived from mixed rock sources. Typically, 1 to 3 percent of the surface is covered with stones. The surface layer is brown stony sandy loam about 12 inches thick. The subsoil is pale brown gravelly sandy clay loam about 38 inches thick. The substratum to a depth of 60 inches or more is stratified very gravelly sand, gravelly loamy sand, and gravelly sandy loam. Permeability is moderately slow in the subsoil and rapid in the substratum. Available water capacity is high. Effective rooting depth is 60 inches or more. Runoff is slow, and the hazard of water erosion slight. The hazard of soil blowing is slight. Limitations for shallow excavations are severe due to cutbanks cave. Limitations for dwellings without basements are moderate due to shrink-swell, and for dwellings with basements it is

slight. Limitations for small commercial buildings is moderate due to shrink-swell. Limitations for roadways are moderate due to frost action and shrink-swell. Limitations for septic tank absorption fields are severe due to slow percolation rates and poor filter. The shrink-swell potential is low to moderate. The frequency of flooding is none. Depth to high water table is greater than 6.0 feet. Depth to bedrock is greater than 60 inches. The potential frost action is moderate. The risk of corrosion to uncoated steel is moderate. The risk of corrosion to concrete is low. The main limitations associated with the use of this soil for urban development, as defined by the soil survey, are the high clay content, the moderately slowly permeable subsoil and the rapidly permeable substratum, and the susceptibility to frost heaving.

Rose Creek fine sandy loam, drained (# 810). This unit is from Elementary Drive to G Street. This very deep, poorly-drained soil is on flood plains. Drainage has been altered. The soil formed in alluvium derived from mixed rock sources. Slopes are 0 to 2 percent. Elevation is 4,000 to 5,000 feet. Typically, the surface layer is grayish brown fine sandy loam about 16 inches thick. The underlying material to a depth of 60 inches is light brownish gray, stratified very fine sandy loam through gravelly loamy sand. Permeability is moderately rapid. Effective rooting depth is 60 inches for water-tolerant plants but is limited by the water table for water sensitive plants. Runoff is very slow, and the hazard of water erosion is slight. The hazard of soil blowing is slight. A seasonal high-water table is at a depth of 48 to 72 inches in spring and early summer. Drainage has changed because the water table has dropped as a result of changes in the original course of streams or of channel entrenchment. The soil is subject to flooding during storms of prolonged high intensity. Channeling and deposition are common along streambanks. Limitations for shallow excavations are severe due to cutbanks cave. Limitations for dwellings with or without basements and small commercial buildings are severe due to flooding. Limitations for roadways are severe due to frost action. Limitations for septic tank absorption fields are moderate due to flooding and wetness. The shrink-swell potential is low. The frequency of flooding is rare. Depth to high water table is 4.0 to 6.0 feet. Depth to bedrock is greater than 60 inches. The potential frost action is high. The risk of corrosion to uncoated steel is high. The risk of corrosion to concrete is low. Limitations associated with the use of this soil for urban development, as defined by the soil survey, are potential for flooding, high ground water, and susceptibility to frost heave.

According to mapping by H. F. Bonham Jr. and E. C. Bingler (*Reno Folio, Geologic Map, Nevada Bureau of Mines and Geology, dated 1973*), the underlying material consists of predominantly of Quaternary-age Tahoe Outwash (Qto), and a small amount of Quaternary-age alluvium (Qa) near Capurro Way. These units are described as follows:

Quaternary-age alluvium (Qa): Poorly sorted clayey to silty gravelly sand which is poorly bedded to unbedded.

Quaternary-age Tahoe Outwash (Qto): Boulder to cobble gravel, sandy gravel and gravelly sand. It contains giant boulders and rock clasts that are rounded to sub-rounded and, in decreasing order of abundance, are granitic, volcanic and metamorphic.

Based on mapping by Alan R. Ramelli and Christopher D. Henry (*Preliminary Revised Geologic Maps of the Verdi, Reno, and Vista 7.5' quadrangles*), the materials underlying the project consist of fluvial and outwash deposits of the Truckee River (Qay, Qr2 and Qrt).

Our subsurface exploration confirms, in general, the soil and geologic with the native soil consisting of brown clayey sand with gravel (SC) that is medium dense and moist, gray silty sand (SM) that is very dense and dry, and gray-brown silty gravel with sand, cobbles and boulders (GM) that is very dense and dry to the depths explored. Overall, the underlying soils are in a compact density state and exhibit very low to low potential for expansion.

At the time of our subsurface exploration (October 11th, 2017), no free water was encountered. The *Reno Folio Hydrologic Map* by Cooley, R. L., Spane Jr., F. A., and Scheibach, R. B. (Nevada Bureau of Mines and Geology, 1974) indicates depth to groundwater is approximately 20 feet below ground surface.

According to mapping by E. C. Bingler (*Earthquake Hazards Map, Reno Folio*, Nevada Bureau of Mines and Geology, dated 1974) no faults cross the project. According to the USGS website, *Quaternary Faults in Google Earth*, no faults cross the property. The website indicates that the nearest Holocene- to latest-Pleistocene-age fault is approximately 3,200 feet southeast of the property. Faults of this age have moved or shifted in the last 15,000 years.

According to the Nevada Seismological Laboratory website (<http://www.seismo.unr.edu>), the nearest principal Quaternary-age faults are those associated with the northwest Reno fault zone. The Nevada Seismological Laboratory indicates an earthquake of magnitude 6.6 is possible along this fault zone (*Reno/Carson Fault Information*, updated January 31, 2003).

Liquefaction is a loss of soil shear strength associated with loose saturated granular soils subjected to strong earthquake shaking. Liquefaction can result in unacceptable movement of foundations supported by such soils. Based on the referenced earthquakes hazards map and results of our investigation, the Property is not susceptible to liquefaction.

The referenced earthquake hazards map suggests the property is in an area underlain by potentially unstable, unconsolidated outwash deposits which may be subject to pronounced slumping and ground disturbance along steep cuts or embankments. Locally, these deposits may manifest amplified ground motion during a major seismic event. Based on the level and compact nature of the underlying soils and absence of shallow ground water, we do not believe the site is susceptible to slumping, ground disturbances, landslides, or rockfalls.

Flood hazard studies were completed by the Federal Emergency Management Agency (FEMA), and are on Community Panel Number 32031C3045G effective March 16, 2009. According to FEMA, the project is in Zone X which is an area of minimal flood hazard.

Discussions and Opinions

Based on results of our investigation, experience in the area, and understanding of project development, we conclude that the project is suitable for its intended use provided recommendations included in our report are adhered to during design and construction. The primary geotechnical concerns identified are the presence of **oversize aggregate** and the relatively **clean nature** of portions of the underlying material.

The underlying material contains oversize aggregate such as gravel, cobbles and boulders. Consideration should be given to the difficulty of earthwork associated with these materials as excavation depths can be limited. We believe the material can be excavated with a 320 track-mounted Caterpillar Excavator or equivalent earthmoving equipment. Removal of cobbles and boulders will result in undercutting of excavation sidewalls. The resulting trench width will be increased, and over-break can occur. Shoring will be required. Consideration should also be given to reduction of material available for use as backfill as oversize aggregate will be generated during trenching. Oversized aggregate will require screening and off-hauling, thus requiring fill be imported to balance earthwork quantities.

Portions of the underlying soil are clean sand and contain little or no binder such as silt or fine sand. Consideration should be given to potential for instability of excavation sidewalls and the subsequent lateral increase in trench widths due to widening or over-break. Stabilization measures such shoring will be necessary to maintain stability and to ensure safety.

Although not encountered during our subsurface exploration, the soil survey and *Reno Folio Hydrologic Map* indicate shallow ground water may be present. Also, proximity of ponds at Paradise Park could lead to lateral seepage of surface water. Consideration should be given to dewatering of excavations should ground water be encountered.

The soil survey indicates that high clay content, variable permeable soil, low load-bearing strength and susceptibility to frost heave and potential for flooding may be additional constraints associated with the underlying material. Based on our anticipation that improvements will be separated from clayey soils by a layer of compacted aggregate base we do not believe shrink-swell, low load-bearing strength or frost heave will adversely impact site development. As the sewer alignment is below ground, we do not believe potential flooding will impact site development.

The soil survey indicates the underlying soil may be corrosive to uncoated steel or metal. Based on our experience in the area, we believe adequate corrosion mitigation can be attained by maintaining a minimum three-inch concrete cover where reinforcing steel or other metal is in proximity to native soils and, at the direction of the Manufacturer, by using special coating on reinforcing steel and metal.

There are no apparent geologic hazards that would place unusual constraints on the project; however, strong ground shaking associated with earthquakes should be expected to occur during the life of the project.

Recommendations

1. The Earthwork Contractor must comply with the *Safety and Health Regulations for Construction* as directed by the Occupational Safety and Health Act (OSHA Standards, Volume 11, Part 1926, Subpart P) while excavating and backfilling. The Earthwork Contractor is also responsible for providing a competent person, as defined by the OSHA standards, to ensure excavation safety.
2. All material and installation shall be in accordance with the Trench Excavation and Backfill detail shown on Plate #7.

3. Materials used in the pipe zone must conform to Section 200.03.02, Table 200.03-.02-I (Class A Backfill) or Section 200.03.04, Tables 200.03-.04-I and -II (Class C Backfill), as outlined in the *Standard Specifications for Public Works Construction*, dated 2012.
4. Materials used as trench backfill must conform to Section 200.03.06, Table 200.03-.06-I and -II (Class E Backfill) or Section 200.01.03, Tables 200.01-.03-I and -II (Type 2, Class B Crushed Aggregate Base), as outlined in the *Standard Specifications for Public Works Construction*, dated 2012. Material used as backfill to a depth of 36 inches below top of finish surface must be Type 2, Class B Crushed Aggregate Base.

Our investigation indicates the subsurface material, once screened of plus 4-inch aggregate, will be suitable for reuse as Class E Backfill.

5. All Class A, E and Type 2, Class B Crushed Aggregate Base material shall be conditioned to near optimum moisture content and compacted to at least 90 percent relative compaction¹. Class C Backfill shall be compacted firm with a vibratory plate compactor. Type 2, Class B Crushed Aggregate Base material used in the upper 36 inches of trench backfill shall be compacted to at least 95 percent relative compaction. A “J-bar” shall be used to ensure proper placement and compaction adjacent to pipes with diameters of 12 inches or more. Where Class C material is used, a geotextile filter fabric such as Mirafi 180Nor equal, shall be placed between the gravel and backfill.

The Earthwork Contractor shall ensure that proposed fills are approved by the Geotechnical Engineer or his representative in the field. Material proposed for use as fill shall be provided to the Geotechnical Engineer at least five working days prior to use to allow for testing.

Thickness of fill lifts will be restricted to a maximum of 12 inches loose and tested for compaction every 12 inches of thickness and for every 250 lineal feet. The Earthwork Contractor shall obtain approval from the Geotechnical Engineer (or his representative in the field) of each lift prior to placement of subsequent fill.

6. For corrosion potential mitigation we recommend using properly prepared and placed Type II portland cement concrete; maintaining at least three inches of concrete cover where reinforcing steel or other metal is near soil and following Manufacturer's directions for coating reinforcing steel and metal.
7. Thickness of new flexible pavement shall match existing; however, in no case shall new flexible pavement be less than six inches in thickness.
8. Recommendations presented in this report are based on our understanding of project development. Should conditions change from our understanding, we must be notified to determine if our recommendations are appropriate for design and construction. Recommendations included in this report are also based on the assumption that sufficient field inspection and construction review will be provided during all phases of construction.

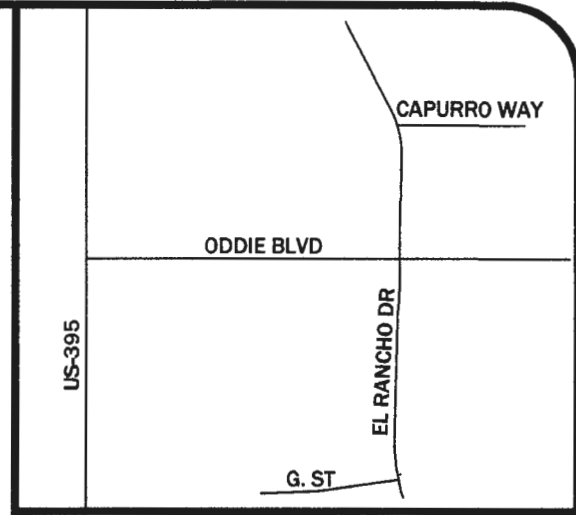
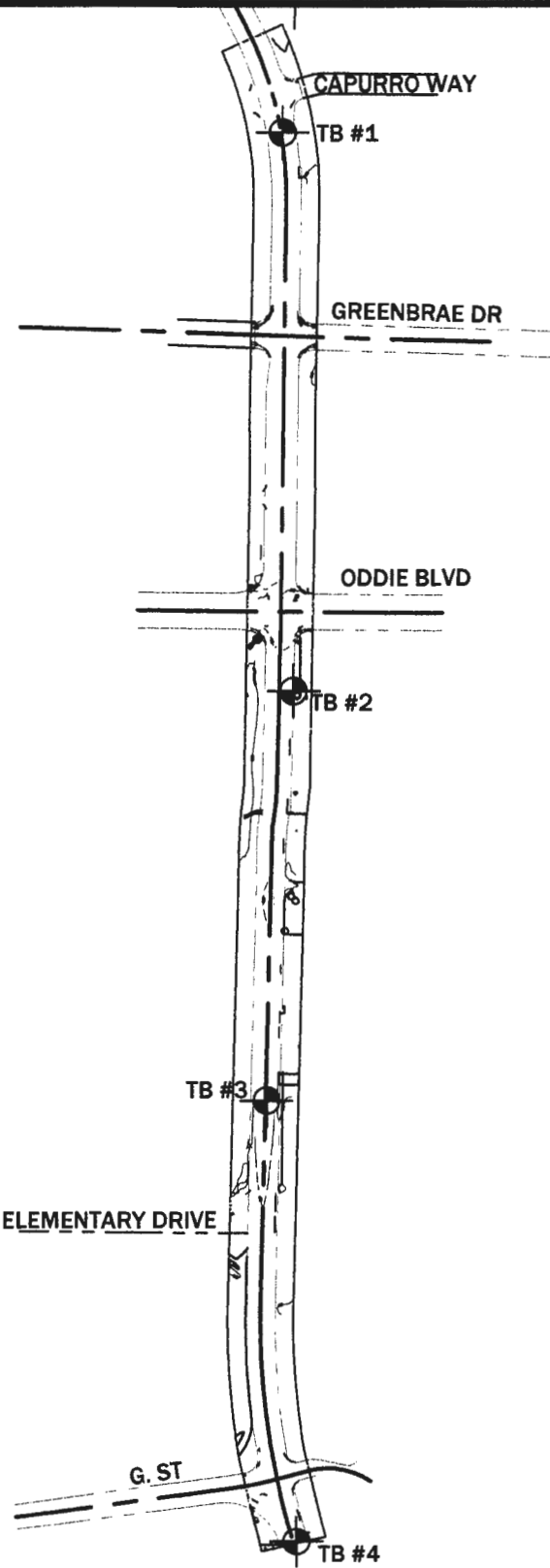
¹ Relative compaction refers to the in-place dry unit-weight of soil expressed as a percentage of the maximum dry unit weight of the same soil, as determined by the laboratory procedure ASTM Test Designation: D 1557.

Axion Geotechnical has prepared this report based on certain assumptions concerning sub-surface conditions at the property. Axion Geotechnical should provide on-site observations and testing during excavation, fill placement and paving. These observations would allow us to document that the soil conditions are as anticipated, and that the Contractor's work is in conformance with the intent of our recommendations and the approved plans and specifications. Our conclusions and recommendations may be invalidated, partially or in whole, by changes outside our control and by subsequent acts occurring on the site after field reconnaissance. This report may be subject to review and revision at any time. Opinions about the condition of the property do not constitute a warranty of any kind.

Attachments: Plates 1 through

Submitted: Wet-stamped .pdf via e-mail

cc: Two bound wet-stamped copies to Axion Engineering, LLC (Attn: Gary Guzelis, P.E.)




VICINITY MAP

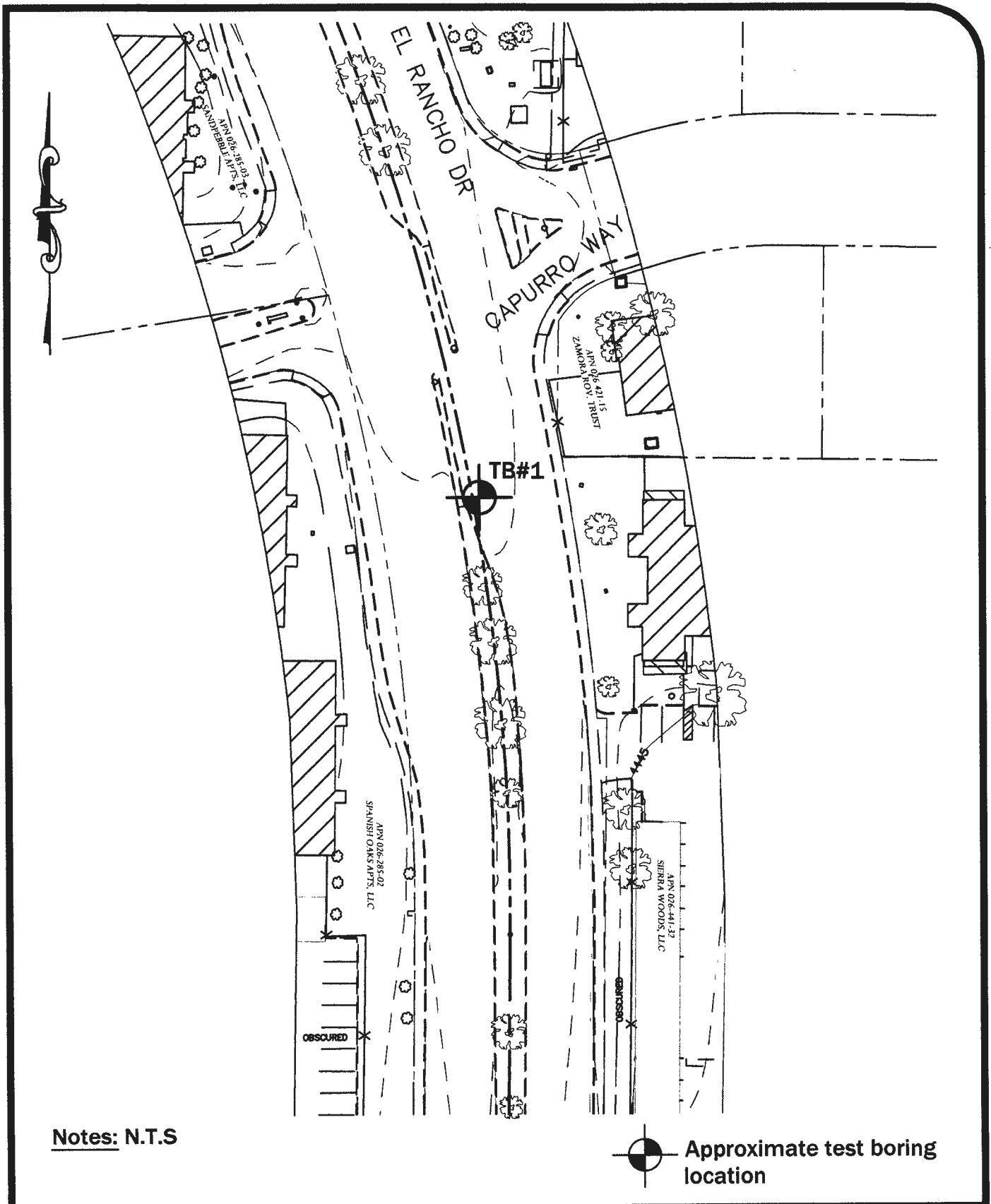
Notes: N.T.S

Site plan provided by
Axion Engineering




Approximate test boring
location

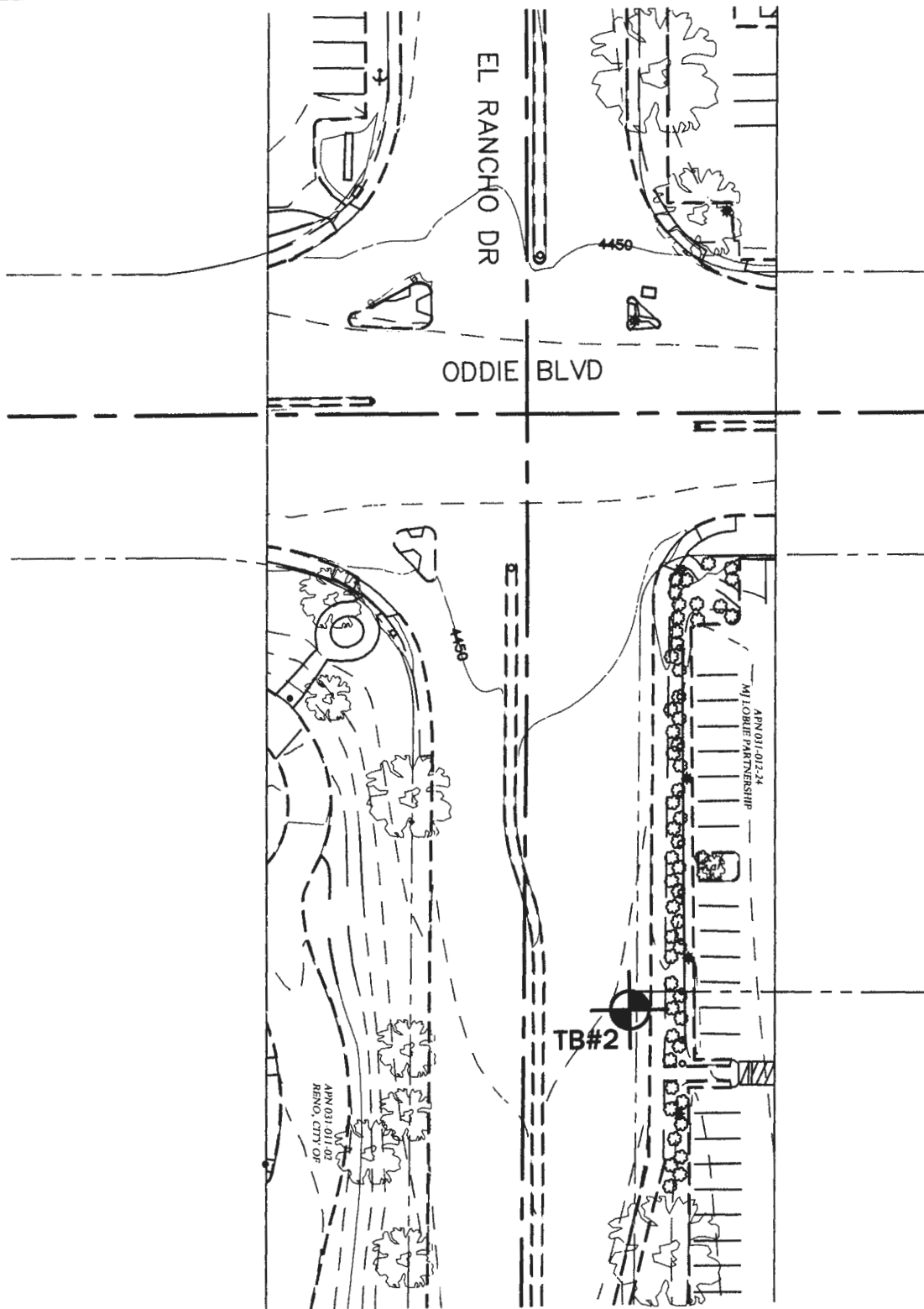
Job No. 17.201.01-G	SITE EXPLORATION PLAN	reviewed: <u> CDB </u>
	<p style="text-align: center;">El Rancho Drive Sewer Replacement Sparks , Nevada</p>	<p style="text-align: center;">Plate #1</p>



Notes: N.T.S


Approximate test boring location

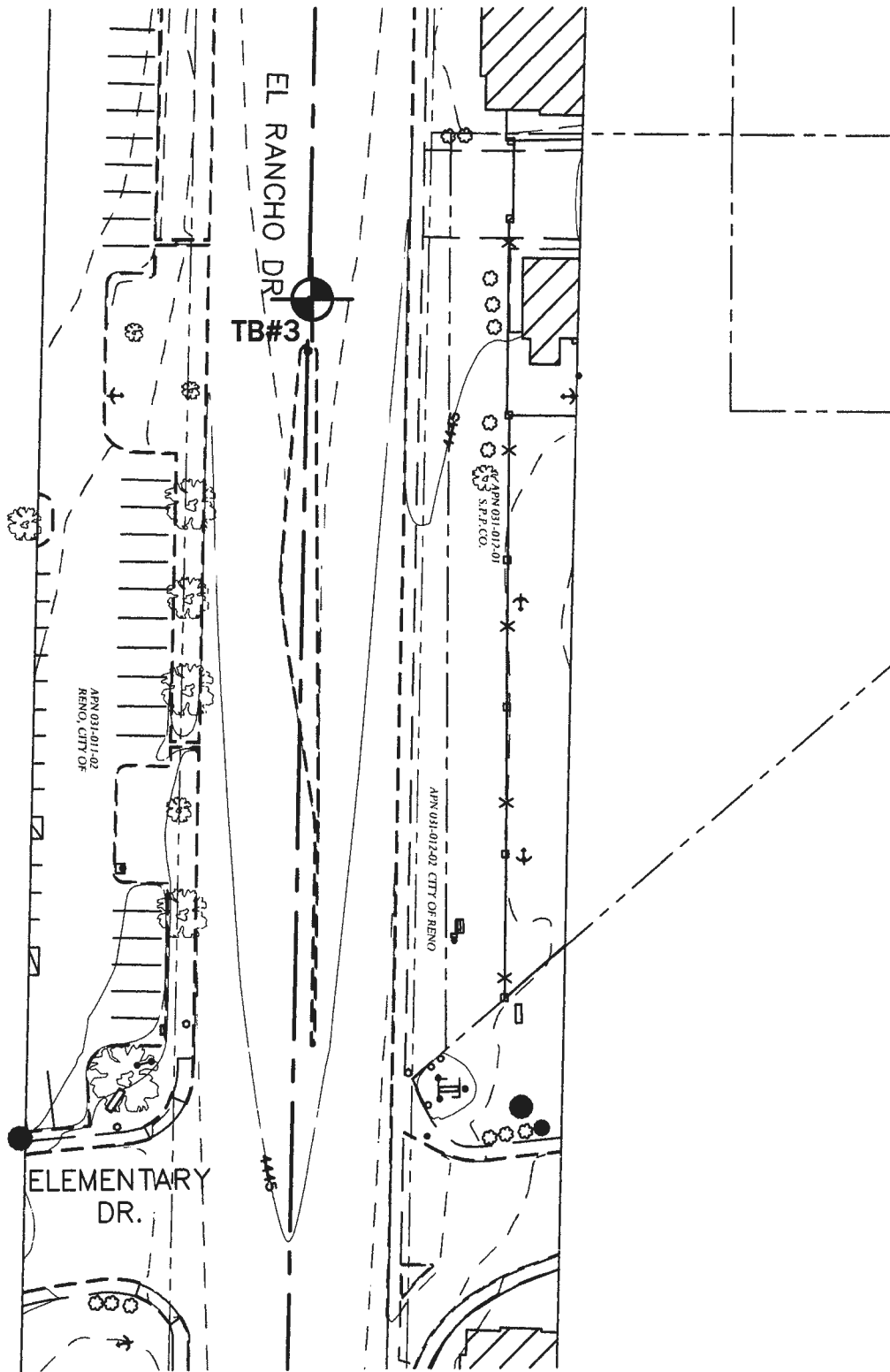
Job No. 17.201.01-G	TEST BORING LOCATION	reviewed: <u> CDB </u>
	<p style="text-align: center;">El Rancho Drive Sewer Replacement Sparks , Nevada</p>	<p style="text-align: center;">Plate #1A</p>



Notes: N.T.S


 Approximate test boring location

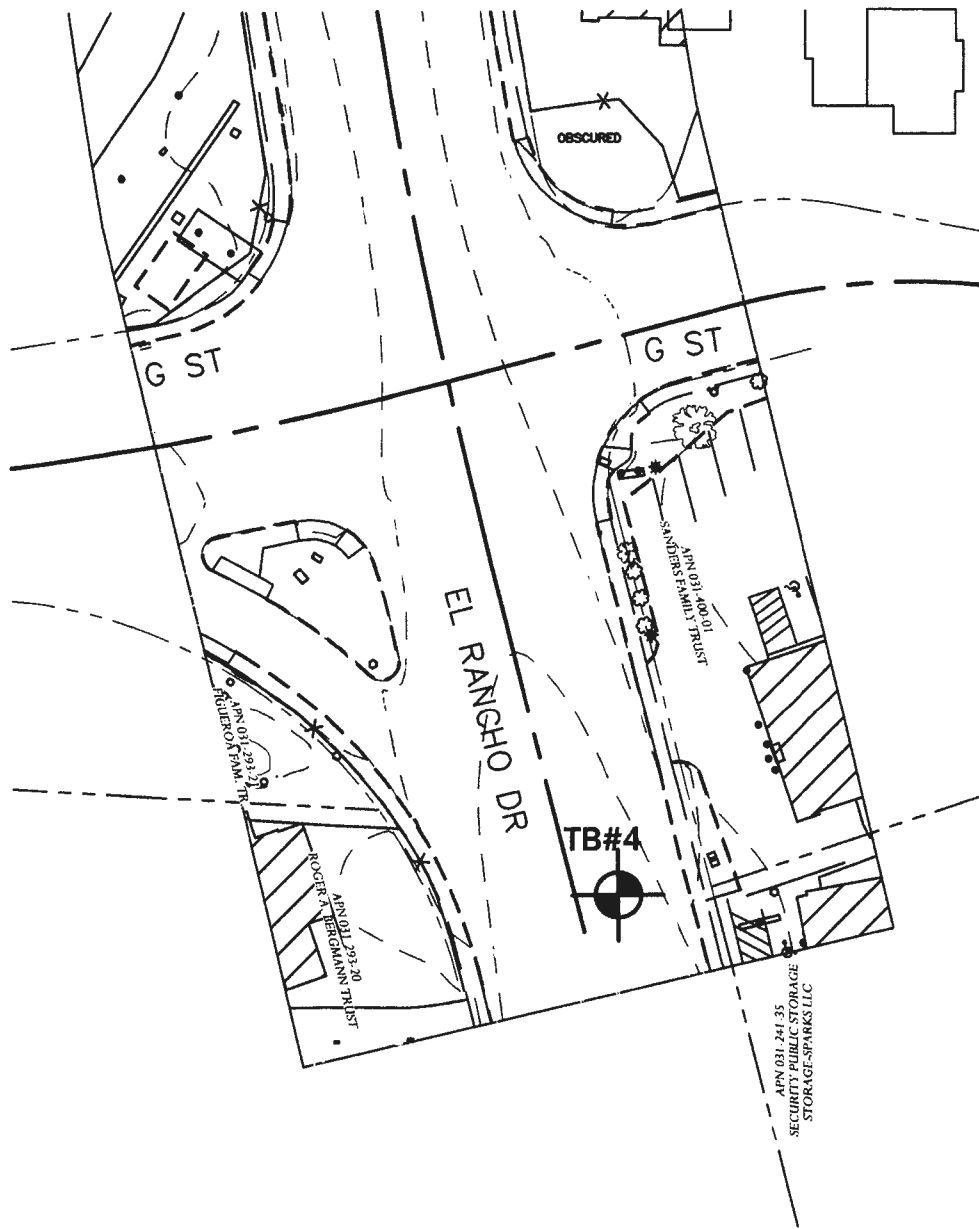
Job No. 17.201.01-G	TEST BORING LOCATION	reviewed: <u>CDB</u>
	<p style="text-align: center;">El Rancho Drive Sewer Replacement Sparks , Nevada</p>	<p style="text-align: center;">Plate #1B</p>



Notes: N.T.S


 Approximate test boring location

Job No. 17.201.01-G	TEST BORING LOCATION	reviewed: <u> CDB </u>
	<p style="text-align: center;">El Rancho Drive Sewer Replacement Sparks , Nevada</p>	<p style="text-align: center;">Plate #1C</p>



Notes: N.T.S

 Approximate test boring location

Job No. 17.201.01-G	TEST BORING LOCATION	reviewed: <u> CDB </u>
	El Rancho Drive Sewer Replacement Sparks, Nevada	Plate #1D

Laboratory Tests plate numbers and related information	Driving Resistance Blows/Ft.	Moisture Content (%)	Dry Density (pcf)	Depth (ft) Sample	Test Boring: TB 1	
					Equipment	Elevation
					CME 55 w/ 7.75" O.D. HSA/SFA	Date 10/11/17
	20			1	6" asphaltic concrete	
				2	6" aggregate base	
				3	Brown clayey sand with gravel (SC)	
				4	medium dense, moist	
				5		
				6		
				7	Gray-brown silty gravel with	
				8	sand, cobbles and boulders (GM)	
				9	very dense, dry	
	27/2"			10	Hollow-stem auger refused at 6 feet. Switched to solid	
				11	flight augers and proceed	
				12	sample refusal at 10 feet	
				13	Test boring refusal at 10 feet due to solid	
				14	flight auger refusal	
				15	No Free Water Encountered	


Notes:

HSA=Hollow Stem Auger

SFA=Solid Flight Auger

Elevation Reference:

ALTA/NSPS Land Title Survey by Axion
Engineering, LLC dated 4-2017

Job No. 17.201.01-G	TEST BORING LOG	reviewed: <u>CDB</u>
	El Rancho Drive Sewer Replacement Sparks , Nevada	Plate #2

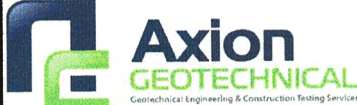
Laboratory Tests plate numbers and related information	Driving Resistance Blows/Ft.	Moisture Content (%)	Dry Density (pcf)	Depth (ft) Sample	<p style="text-align: right;">Test Boring: TB 2</p> <hr/> Equipment <u>CME 55 w/ 7.75" O.D. HSA/SFA</u> Elevation <u>4448.68</u> Date <u>10/11/17</u>
<p>* Percent passing the No. 200 sieve = 15.5</p>	50/0"				<p>8" asphaltic concrete</p> <p>6" aggregate base</p> <p>Gray-brown silty gravel with sand, cobbles & boulders (GM) very dense, dry</p> <p>Hollow-stem auger refusal at 2.5 feet, switch to solid-flight auger and proceed</p> <p>Sampler refusal at 4.5 feet</p> <p>Gray silty sand (SM) very dense, dry</p> <p>Gray brown silty gravel with sand cobbles and boulders (GM) very dense, dry</p> <p>Test boring terminated at 15 feet due to solid flight auger refusal</p> <p>No Free Water Encountered</p>

Notes:

HSA=Hollow Stem Auger
SFA=Solid Flight Auger

Elevation Reference:

See Log of test boring 1

Job No. 17.201.01-G	TEST BORING LOG	reviewed: <u>CDB</u>
	El Rancho Drive Sewer Replacement Sparks , Nevada	Plate #3

Laboratory Tests plate numbers and related information	Driving Resistance Blows/Ft.	Moisture Content (%)	Dry Density (pcf)	Depth (ft) Sample	Test Boring: TB 3	
					Equipment	Elevation
					CME 55 w/ 7.75" O.D. HSA/SFA	Date 10/11/17
	47			1	8" asphaltic concrete	
				2	6" aggregate base	
				3	Gray-brown silty gravel with sand, cobbles & boulders (GM) dense, dry	
				4		
				5		
				6		
				7	Becoming very dense below 7 feet	
				8	Hollow-stem auger refusal at 8 feet, switch to solid-flight auger and proceed	
				9		
				10		
				11		
				12		
				13		
	50/3"			14	Sampler refusal at 14.5 feet	
				15		
				16		
				17		
				18		
				19		
	50/2"			20	Sampler refusal at 20.5 feet No Free Water Encountered	
				21		
				22		


Notes:

HSA=Hollow Stem Auger

SFA=Solid Flight Auger

Elevation Reference:

See Log of test boring 1

Job No. 17.201.01-G	TEST BORING LOG	reviewed: <u>CDB</u>
	El Rancho Drive Sewer Replacement Sparks , Nevada	Plate #4

Laboratory Tests plate numbers and related information	Driving Resistance Blows/FT.	Moisture Content (%)	Dry Density (pcf)	Depth (ft) Sample	Test Boring: TB 4	
					Equipment	Elevation
					CME 55 w/ 7.75" O.D. HSA/SFA	Date 10/11/17
	50/2"			1	8" asphaltic concrete	
				2	6" aggregate base	
				3	Gray-brown silty gravel with sand, cobbles & boulders (GM) very dense, dry	
				4	Hollow-stem auger refusal at 2.5 feet, switch to solid-flight auger and proceed	
				5		
				6		
				7		
				8		
				9		
				10		
				11		
				12		
				13		
				14		
	30/3"			15	Sampler refusal at 15 feet	
				16		
				17		
				18		
				19		
	50/1"			20	Sampler refusal at 20.5 feet	
				21	No Free Water Encountered	
				22		


Notes:

HSA=Hollow Stem Auger

SFA=Solid Flight Auger

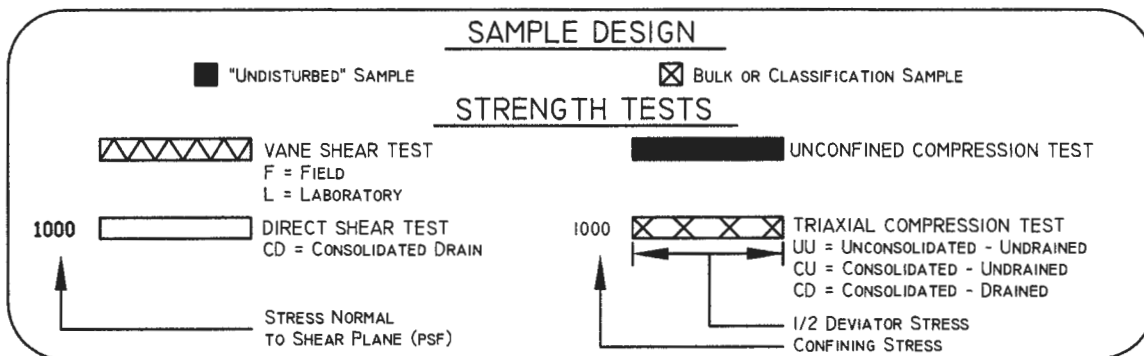
Elevation Reference:

See Log of test boring 1

Job No. 17.201.01-G	TEST BORING LOG	reviewed: CDB
	El Rancho Drive Sewer Replacement Sparks , Nevada	Plate #5

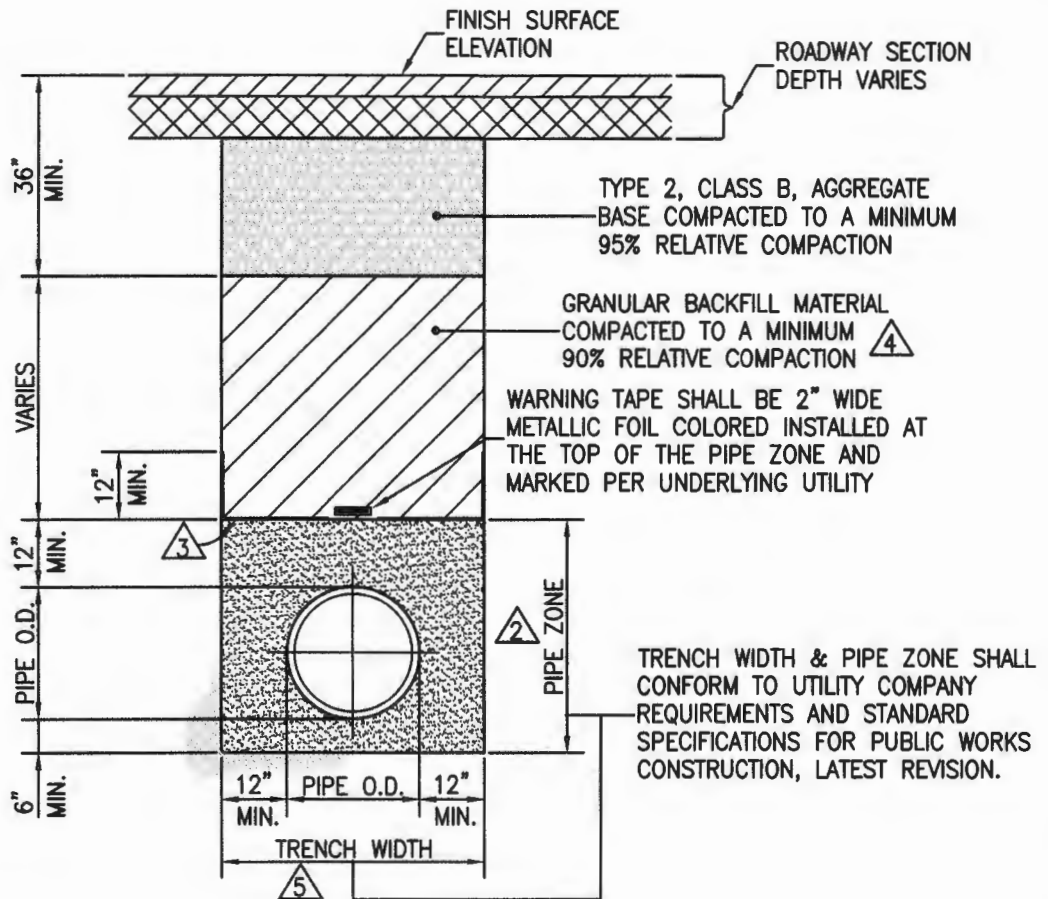
MAJOR DIVISIONS				TYPICAL NAMES
COARSE GRAINED SOILS MORE THAN HALF IS LARGER THAN #200 SIEVE	GRAVELS MORE THAN HALF COURSE FRACTION IS LARGER THAN No. 4 SIEVE SIZE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW	WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES
			GP	POORLY GRADED GRAVELS, GRAVEL-SAND MIXTURES
		GRAVELS WITH OVER 12% FINES	GM	SILTY GRAVELS, POORLY GRADED GRAVEL-SAND SILT MIXTURES
			GC	CLAYEY GRAVELS, POORLY GRADED GRAVEL-SAND-CLAY MIXTURES
	SANDS MORE THAN HALF COURSE FRACTION IS SMALLER THAN No. 4 SIEVE SIZE	CLEAN SANDS WITH LITTLE OR NO FINES	SW	WELL GRADED SANDS, GRAVELLY SANDS
			SP	POORLY GRADED SANDS, GRAVELLY SANDS
		SANDS WITH OVER 12% FINES	SM	SILTY SANDS, POORLY GRADED SAND-SILT MIXTURES
			SC	CLAYEY SANDS, POORLY GRADED SAND-CLAY MIXTURES
FINE GRAINED SOILS MORE THAN HALF IS SMALLER THAN #200 SIEVE	SILTS AND CLAY LIQUID LIMIT LESS THAN 50	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS SILTY CLAYS, LEAN CLAYS	
		OL	INORGANIC CLAYS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS	
		CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
		OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
		PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	
HIGHLY ORGANIC SOILS				

UNIFIED SOIL CLASSIFICATION SYSTEM



KEY TO TEST DATA

Job No. 17.201.01-G	SOIL CLASSIFICATION CHART/KEY	reviewed: <u> CDB </u>
<b style="font-size: 1.2em; vertical-align: middle;">Axion GEOTECHNICAL <small>Geotechnical Engineering & Construction Testing Services</small>	El Rancho Drive Sewer Replacement Sparks, Nevada	Plate #6



NOTES:

1. ALL MATERIALS AND INSTALLATION PROCEDURES SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), LATEST REVISION.
- ² BEDDING MATERIAL SHALL CONFORM TO OWNING-UTILITY COMPANY REQUIREMENTS AS APPROVED BY THE CITY OF SPARKS. FOR CITY-OWNED UTILITIES, BEDDING MATERIAL SHALL BE CLASS A OR C, COMPACTED TO MINIMUM 90% RELATIVE COMPACTION. MATERIALS SHALL CONFORM TO SSPWC SECTION 200.
- ³ CLASS C BEDDING REQUIRES INSTALLATION OF GEOTEXTILE FABRIC BETWEEN PIPE ZONE AND BACKFILL MATERIAL. GEOTEXTILE FABRIC SHALL BE MIRAFI 180N OR APPROVED EQUAL.
- ⁴ BACKFILL MATERIAL SHALL BE TYPE 2, CLASS B OR CLASS E AND COMPACTED TO MINIMUM 90% RELATIVE COMPACTION. MATERIALS SHALL CONFORM TO SSPWC SECTION 200.
- ⁵ ALL EXCAVATIONS SHALL CONFORM TO THE LATEST O.S.H.A. REQUIREMENTS.
6. EXISTING PIPE TO BE ABANDONED SHALL BE GROUT FILLED OR COMPLETELY REMOVED.

Job No. 17.201.01-G

Trench Excavation and Backfill

reviewed: CDB



El Rancho Drive
Sewer Replacement
Sparks, Nevada

Plate #7

Forms

(to be used following award of bid)

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

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 _____



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