

**BID FOR**  
**2013 PREVENTATIVE MAINTENANCE PROGRAM**

**BID #13/14-002 PWP # WA-2013-281**

**BIDS DUE NOT LATER THAN: 1:45 PM ON JULY 2, 2013**

**PUBLIC BID OPENING: 2:00 PM ON JULY 2, 2013**

**[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  
2013 PREVENTATIVE MAINTENANCE PROGRAM  
BID #13/14-002 / PWP #WA-2013-281**

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 JULY 2, 2013** . 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 JULY 2, 2013**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

**PROJECT DESCRIPTION:** Slurry seal operations on local roads, pavement markings, traffic control and public relations activities.

**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 at the City of Sparks Purchasing Division. Please call the Purchasing Division (775-353-2273) prior to your visit, to assure the office is open to sell plans. The **NON-REFUNDABLE** cost for the bid documents is **\$10.00**. For further information, contact the Purchasing Division at (775) 353-2273 or Facsimile (775) 353-2399. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section  
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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
4. \_\_\_\_\_ Acknowledgement and Execution Form
5. \_\_\_\_\_ Certification Regarding Debarment
6. \_\_\_\_\_ Affidavit Concerning Use of Local Preference (if Contractor wishes to apply their preference)
7. \_\_\_\_\_ Bid Bond
8. \_\_\_\_\_ Signed Bid Addenda (if applicable)

**CITY OF SPARKS  
 BID ITEM SCHEDULE**

**BID TITLE: 2013 PREVENTATIVE MAINTENANCE UNIT 1**

**BID # 13/14-002, PWP# WA-2013- 281**

**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	2,008	TONS	Type II Micro Seal, complete, in place at	\$ _____ /TON	\$ _____
2	122	LF	4" Solid White Striping Paint (Type II waterborne), complete, in place at	\$ _____ /LF	\$ _____
3	1,258	LF	4" Broken Yellow Striping Paint (Type II waterborne), complete, in place at	\$ _____ /LF	\$ _____
4	1,809	LF	4" Solid Yellow Striping Paint (Type II waterborne), complete, in place at	\$ _____ /LF	\$ _____
5	3,160	LF	6" Solid White Striping Paint (Type II waterborne), complete, in place at	\$ _____ /LF	\$ _____
6	1,497	SF	Preformed Pavement Markings (Thermoplastic), complete, in place at	\$ _____ /SF	\$ _____

7	12	EA	Yield Lines (Thermoplastic), complete, in place at	\$ _____ /EA	\$ _____
8	3,590	LF	24" Solid White (Cross Walk, Thermoplastic), complete, in place at	\$ _____ /LF	\$ _____
9	1,295	LF	24" Solid White (STOP Bars, Thermoplastic), complete, in place at	\$ _____ /LF	\$ _____
10	223,091	SY	Residential Traffic Control, complete, in place at	\$ _____ /SY	\$ _____
11	1	LS	Force Account	\$ 30,000	\$30,000

<b>Grand Total</b>	
<b>(Written total bid price)</b>	\$ _____

## 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:** 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 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 any of the Work required to be listed, BIDDER SHALL ALSO LIST HIS NAME for such Work in the space provided below.**

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

**Bidder Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

**INSTRUCTIONS:** In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractors 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. **If Bidder will perform any of the Work required to be listed, Bidder shall list his name for such Work in the space provided below.**

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

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

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

**Bidder Name:** \_\_\_\_\_ **Authorized Signature:** \_\_\_\_\_

**CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:**

STATE OF \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **2013 PREVENTATIVE MAINTENANCE PROGRAM, Bid # 13/14-002**, 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 \_\_\_\_\_, 2013.

State of Nevada )

County of \_\_\_\_\_ ) SS.  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2013, 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.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Local Preference Affidavit

(This form is required to receive a preference in bidding on projects exceeding \$250,000)

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 **2013 PREVENTATIVE MAINTENANCE PROGRAM (Bid #13/14-002)** 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 the workers 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 at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. 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 # **13/14-002**, PWP # **WA-2013-281**, for the **2013 PREVENTATIVE MAINTENANCE PROGRAM**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: \_\_\_\_\_

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_

# **GENERAL CONDITIONS**

## General Conditions



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### GENERAL CONDITIONS

*Please Read Carefully*

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

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **2013 PREVENTATIVE MAINTENANCE PROGRAM**, as per specifications herein.

**The bidder agrees that:**

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

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

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

**1. Prices:**

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

**2. Firm Prices:**

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

**3. Items Offered:**

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

**4. Brand Names:**

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



## General Conditions



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

**5. Samples:**

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

**6. Withdrawal of Bids:**

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

**7. Late Bids, Modifications, or Withdrawals:**

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

**8. Mistake in Bid:**

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

**9. Signature:**

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

**10. Exceptions:**

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

**11. Confidential Information:**

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

**12. Quality:**

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



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**13. Litigation Warranty:**

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

**14. Royalties, Licenses and Patents:**

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

**15. Performance Standards:**

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

**16. Americans with Disabilities Act (ADA) Standards:**

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

**17. Warranties:**

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

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

**18. Addenda:**

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

## General Conditions



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

### **19. Specifications to Prevail:**

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

### **20. Taxes:**

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable.

### **21. Prevailing Wages:**

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

Per NRS Sections 338.020 through 338.090, certain projects defined as “public works” require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$100,000 are exempt from the prevailing wage requirement (NRS 338.080). Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at:

<http://www.laborcommissioner.com/pwpw.html>

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

### **22. Conflict of Interest:**

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

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

### **23. Disqualification of Bidder:**

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

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).

## General Conditions



- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

### 24. Gratuities:

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

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

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

### 26. Performance and Payment Bonds:

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor (All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.)):

#### 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.

**General Conditions**



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**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:**

Upon award, Contractor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Contractor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of Contractor.

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 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.

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

**28. Insurance:**

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

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor 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.

## General Conditions



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

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

### **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Contractor's insurance levels to meet minimum contract limits shall be borne by the Contractor at no cost to the City.
4. Workers' Compensation: Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Contractor will maintain Contractor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Contractor goes out of business during the term of this Agreement or the three (3) year period described above, Contractor shall purchase Extended Reporting Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Contractor Liability Policy.

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

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.

## General Conditions



- b. Contractor's insurance coverage shall be Primary insurance with respect to the City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 2. Property Coverages (If Applicable)

Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to City. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by City. City reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, City reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to City by the insurer(s).

### 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. 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.

## General Conditions



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

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

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

### **SUBCONTRACTORS**

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

### **MISCELLANEOUS CONDITIONS**

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

### **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.



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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 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.

## General Conditions



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

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

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors must be able to submit upon request, a copy of their Certificate of Bidder Preference issued by the State Contractor's Board to be eligible for bidder preference (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board).

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

1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada.
3. At least 50 percent of the design professionals who work on the Project (including sub-contractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. At least 25 percent of the material suppliers used for the Project are located in Nevada; and
5. 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, 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 1-5 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 or more bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option, exercise the following tie breaking method unless another alternative is apparent and prudent:

## General Conditions



Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, the City of Sparks Purchasing/Contracts Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

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

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

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (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.

## General Conditions



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### 36. Discounts:

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

### 37. Seller's Invoice:

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

### 38. Inspection and Acceptance:

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

### 39. Lost and Damaged Shipments:

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

### 40. Late Shipments:

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

### 41. Document Ownership:

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

### 42. Advertisements, Product Endorsements:

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

### 43. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this

## General Conditions



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.

#### **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.

## General Conditions



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### 49. Assignment:

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

### 50. Disputes After Award:

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

### 51. Arbitration after Award:

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

### 52. Lawful Performance:

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

### 53. Annual Appropriation of Funds:

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

## General Conditions



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### 55. Termination:

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

### 56. Venue:

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

# **Special Conditions and Specifications (Specific to Project)**

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



**SPECIAL PROVISIONS**  
**2013 PREVENTATIVE MAINTENANCE PROGRAM**  
**BID # 13/14-002, PWP# WA-2013- 281**

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

**SECTION 1: SCOPE OF WORK**

The work consists of preventative maintenance operations that include, but not limited to, public relation activities, pavement preparation, placement of Type II Micro surfacing, installing pavement markings, and placing and maintaining traffic control on City streets identified within the bid document. The location of the work is within the city limits of the City of Sparks, Washoe County, Nevada.

**SECTION 2: SPECIAL PROVISIONS**

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

**SECTION 3: STANDARD SPECIFICATIONS**

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

**SECTION 4: STANDARD DETAILS**

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

**SECTION 5: NOTICE TO PROCEED AND TIME SCHEDULE**

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated time limits. All work described in this document shall be completed within thirty (30) calendar days from the time of issuance of the Notice to Proceed.

**SECTION 6: LIQUIDATED DAMAGES**

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

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

**SECTION 7: EXCUSABLE DELAYS**

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

**SECTION 8: INTENT OF THE SPECIFICATIONS**

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

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

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

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

The City shall provide an inspector who will represent the City and shall make inspections of all work, sample and test materials and do such other work relative to supervision of the project as he may be assigned by the City. All instructions given by the inspector are subject to approval by the Project Coordinator. Subject to NRS 338.140, the responsibility for ensuring that the Work is constructed in strict conformance with the contract documents, specifications, and other Contract documents resides solely with the Contractor.

**SECTION 10: CHANGE ORDERS**

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

**SECTION 11: COOPERATION WITH OTHER CONTRACTORS**

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

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

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

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

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

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

At no time will the contractor be allowed to store debris or materials on the street overnight.

**SECTION 14: PROTECTION OF EXISTING UTILITIES**

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

**SECTION 15: CONTRACT AMOUNT**

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

**SECTION 16: PRECONSTRUCTION CONFERENCE**

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

**SECTION 17: MEASUREMENT FOR PAYMENT**

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

**SECTION 18: DELETED**

**SECTION 19: DELETED**

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

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

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

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

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

**SECTION 21: SUBMITTALS**

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

- Type II Microsurface Mix Design
- Traffic Control
- Asphalt Cement
- Asphalt Emulsion

**SECTION 22: TRAFFIC CONTROL PLANS**

The Contractor shall prepare and submit to the Project Coordinator traffic control plans for the project per Section 340 of these Specifications. 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.

Full detour plans, hand notifications and Business Access signs shall be included for all road closures. Street closures may be extended provided local access is provided and detours are properly placed and maintained when construction operations are actively in progress and during the curing time for the Micro surfacing.

The Contractor shall maintain two-way traffic on all areas outside the zone of active construction at all times for the duration of the project.

### **SECTION 23: CLEANUP AND DUST CONTROL**

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

All construction procedures shall conform to WCDHD-AQMD standards.

All construction procedures shall conform to Nevada Department of Environmental Protection (NDEP) Best Management Practices for Storm Water Management. The contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP), keep it on site at all times, and modify it as needed.

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

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

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

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

### **SECTION 24: FORCE ACCOUNT**

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

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

circumstances include but are not limited to the following:

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

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

#### **SECTION 25: INSURANCE AND INDEMNIFICATION**

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

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

#### **SECTION 26: LOCATION OF WORK, PUBLIC RELATIONS**

It shall be the Contractor's responsibility to notify, in writing, all residents and businesses adjacent to this project of the construction working hours and duration of work. Notification shall be provided directly to impacted properties (i.e. properties abutting the work) two (2) calendar days prior to beginning work at that location **excepting** notification for Monday and Tuesday work shall be provided no later than 7:00 PM Thursday. Notification shall be in the form of a "door hanger" or flyer that is hand-delivered by the Contractor to each residence/business. A draft of the door hanger is shown on the next page.

Special consideration shall be given to schools to accommodate schedules for pedestrians, student drop-off, and busses.

"NO PARKING" signs shall be displayed on streets at least 24 hours prior to operations. Signs shall be legible from inside vehicles and state the day and dates work will be performed. Signs shall be free from defects and unbroken.

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

**SIDE 1**

**NOTICE**

**Street Surface Treatment**

**NO PARKING or DRIVING**

**7am to 7pm**

**MON TUE WED THUR FRI Sat Sun**

The \_\_\_\_\_ of this month, Micro Surfacing will be placed on your street. **During this operation, your street will be closed.** The day’s Construction Zone will be defined by orange traffic cones posted “No Parking.” In order to minimize inconvenience for residents and to reduce costs, be aware of the following:

- Please MOVE any cars, boats, trailers, etc. that are parked on the street OUTSIDE today’s Construction Zone BEFORE WORK BEGINS at 6am.
- Those who park in their driveway or garage and expect to leave home between 6am and 6pm are requested to please MOVE their cars outside today’s Zone before 6am.
- Please DO NOT DRIVE or PARK, cycle, or walk on sealed streets until after the new surface dries. Under normal weather conditions your street will be re-opened 3 to 4 hours after the sealing is complete.
- Please have your garbage receptacles at the curb by 6 am.
- Do not permit irrigation water to run in the gutters or onto the street during this time period.

Weather conditions or equipment breakdowns may cause schedule changes. If your street is not completed on the date scheduled above you will be re-notified of the next available work date.

***Thank you in advance for your cooperation and patience during the street sealing operations in your neighborhood***



**SIDE 2**

***2013 Preventative Maintenance Program***

This year the City of Sparks has scheduled approximately 32 lane miles of streets for a surface treatment to prolong the life of the pavement.

Due to the number of streets scheduled we cannot tell you exactly what time your street will be done; however, a map of all work to be completed can be found on the City of Sparks website at:

[www.cityofsparks.us/i-want-to/find-city-road-projects](http://www.cityofsparks.us/i-want-to/find-city-road-projects)

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*Driving or walking on this new material before it has cured will damage the street and will stick to your shoes, splatter onto your car, and track onto concrete driveways, carpets, and floors. The material is highly adhesive but can be removed from vehicles with tar removers available from local auto parts stores. Read and follow the directions from any products purchased.*

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The new Micro Surfacing will be damaged by sharply turning vehicles. This can be avoided by making wide turns and making sure the vehicle is moving forward **before** turning the steering wheel.

***FOR ADDITIONAL INFORMATION***

***PLEASE CALL:***

Contractor Logo Copy & paste logo in text box
--

xxx-xxxx  
353-2305

Contractor Name  
Contractor Address

Contractor License No.



**BID ITEM CLARIFICATIONS**  
**2013 PREVENTATIVE MAINTENANCE UNIT 1**  
**BID # 13/14-002, PWP# WA-2013- 281**

**BID ITEM 1 ~ Type II Micro Surfacing**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, placement of Type II Micro Surfacing. Payment for this item will be based on the unit bid price for actual quantities measured in the field in accordance with section 370.11 of the Technical Specifications.

**BID ITEMS 2 thru 5 ~ Install Pavement Striping and Markings (Type II Waterborne)**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, surface preparation, priming, application, surveying layout, providing temporary striping, installing lane lines, center lines, and other striping and markings at the locations and of the size and type indicated within the plans and specifications. Quantity for payment will be based upon the actual lineal feet, complete, in place.

The length of striping is measured from end to end of the line which includes gaps but does not include breaks. Double stripes are considered a single unit and quantities represent the length of the double stripe.

**BID ITEM 6 ~ Preformed Pavement Markings (Thermoplastic)**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, surface preparation, priming, application, surveying layout, installation of various symbols and words that direct traffic. Typical symbols include, but are not limited to, arrows, handicap, bicyclist, etc. Typical words include, but are not limited to, STOP, RR-XING, AHEAD, SCHOOL, etc.

PREFORMED PAVEMENT MARKINGS will be calculated and paid by the square foot. Square foot calculations shall be determined by the Nevada Department of Transportation's "Standard Plans for Road and Bridge Construction, 2007 Section T-38 with the exception of Yield Markers, 12-inch and 24-inch Stop Bars and 24-inch Crosswalks which will be paid under separate bid items as outlined in the project Bid Schedule.

**BID ITEM 7 ~ Yield Lines (Thermoplastic)**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, surface preparation, priming, application, surveying layout, and installation of yield markings. Quantity for payment will be based upon each installation, complete, in place.

Yield lines shall be 24" X 36" in size, spaced 12" apart.

**BID ITEMS 8 and 9 ~ Solid White Pavement Markings (Thermoplastic)**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, surface preparation, priming, application, surveying layout, and placement of all thermoplastic stop bar/crosswalk striping of the size and type as indicated on the plans. Quantity for payment will be based upon the lineal feet, complete, in place. Length of striping is measured from end to end of the line.

**BID ITEM 10 ~ Traffic Control**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, preparation and distribution of plans, notices and reports, in addition to the setup, removal and maintenance of all barricades, signs, channelizing devices, barrels, cones, flag persons, detours, arrow boards, message boards, temporary striping, temporary paving, temporary aggregate base, and incidentals necessary to provide all traffic control throughout the duration of the project. Refer to Section 340 of the Technical Specifications.



**TRAFFIC CONTROL** of the Technical Specification section of this document for specific traffic control requirements.

The Engineer's estimated quantity, as contained in the bid schedule, is based on the details and dimensions shown in the tables in Exhibit D and no guarantee is made that the field measured quantity will equal the estimated quantity. No allowance will be made in the event that the field quantity does not equal the estimated quantity. The pay quantity shall be the estimated area as shown in Exhibit D for each street that a surface treatment is applied.

There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule.

Payment associated with this item of work may be prorated based upon the percentage of work completed.

**BID ITEM 11 ~ Force Account**

A force account has been established for this project and shall be included in each bid. The Force Account will be utilized for extra work authorized by the engineer per the bid document and Standard Specification.

**TECHNICAL SPECIFICATIONS**  
**BID # 13/14-002, PWP# WA-2013- 281**  
**2013 PREVENTATIVE MAINTENANCE PROGRAM**

**SECTION 200 – AGGREGATES**

**200.02 – DESCRIPTION (AGGREGATES FOR BITUMINOUS COURSES)**

This specification covers aggregates used for Micro surfacing.

**200.02.01 - MICRO-SURFACING AGGREGATES**

Micro surfacing aggregate shall conform to the requirements as shown in these Specifications.

**200.02.06 - AGGREGATES FOR EMULSIFIED ASPHALT TYPE II MICROSURFACE**

**General:** The mineral aggregate used shall be of the type and grade specified for the particular use of the micro surfacing. The aggregate shall be 100% crushed stone such as granite, slag, limestone, or other high quality aggregate. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of caked lumps and oversize particles.

**Quality Tests:** The Type II aggregate shall meet the following requirements:

<b>TEST</b>	<b>TEST METHOD</b>	<b>SPECIFICATION</b>
SAND EQUIVALENT	ASTM D2419A	65 min.
PLASTICITY	ASTM D4398	Non-plastic
SOUNDNESS	ASTM C88	10% max using Na <sub>2</sub> SO <sub>4</sub> or 15% max using MgSO <sub>4</sub>
HARDNESS	ASTM C131	25% max at 500 revolutions on gradation D
DURABILITY INDEX	CAL TEST 229	70 min.
SPECIFIC GRAVITY & ABSORPTION	ASTM C128	Report on

**Gradation:** When tested by AASHTO T27, ASTM C136, and ASTM C117 the aggregate (including mineral filler) shall meet the following gradation:

<b>SIEVE SIZE</b>	<b>TYPE II % Passing</b>	<b>TYPE III % Passing</b>
3/8 (9.5mm)	100	100
No. 4 (4.75mm)	90 -100	80 - 90
No. 8 (2.36mm)	65 – 90	45 - 70
No. 16 (1.18mm)	45 – 70	28 - 50
No. 30 (600um)	30 – 50	19 - 34
No. 50 (300um)	18 – 30	12 - 25
No. 100 (150um)	10 – 21	7 - 18
No. 200 (75um)	5 – 15	5 - 15

**Mineral Filler:** Mineral filler shall be any recognized brand of non-air-entrained Portland Cement or hydrated lime that is free of lumps. The type and amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the mineral gradation requirement. An increase or decrease of less than one-percent may be permitted when the micro surfacing is being placed if it is found to be necessary for better consistency or set times.

## **SECTION 324 – PAINTING AND MARKING**

### **324.01 – DESCRIPTION**

This work shall consist of the preparation of surfaces to be painted, pavement to be striped and/or marked, and the application, protection, and drying of the required number of coats of paint of the kinds and at the points specified or ordered by the Project Coordinator.

#### **Temporary Pavement Markers (Reflective Tabs)**

The Contractor shall use the reflective tabs for temporary pavement marking before opening to uncontrolled traffic. All reflector tabs shall be maintained by the Contractor until permanent striping is completed.

There shall be no direct payment for temporary pavement markings. Compensation shall be deemed included in other items of work.

### **324.02 – MATERIALS**

Materials shall conform to Section 214 of the Standard Specifications.

### **324.13.01 – MEASUREMENT OF QUANTITIES**

The final pay quantity shall be by field measurement.

#### **Pavement Striping and Markings (Traffic Paint-Type II Waterborne)**

The length of striping is measured from end to end of the line which includes gaps but does not include breaks. Double stripes are considered a single unit and quantities represent the length of the double stripe.

### **Preformed Thermoplastic Pavement Markings**

The quantities for Words, Arrows, Sharks Teeth, and Advance marking for speed humps (including 12" wide solid white) shall be field counted as one each.

The length of 12-inch Stop Bars, 24-inch Stop Bars, and 24-inch Cross Walk shall be field measured from end to end of each piece.

#### **324.13.02.01 – BASIS OF PAYMENT FOR INSTALL PAVEMENT STRIPING AND MARKINGS (TYPE II WATERBORNE PAINT)**

The unit price bid for this item shall include all labor, equipment, materials and all incidentals necessary to install lane lines, center lines, handicap, and other striping and markings at the locations and of the size and type indicated within these specifications. Work shall include, but not be limited to surface preparation, priming, application, surveying layout, and incidentals necessary for a complete installation.

Payment shall be made at the applicable unit price bid for these items. Typical painted pavement markings include 4-inch solid, broken, or double lines.

No direct payment will be made to remove any existing striping. Compensation for this work shall be included in other bid items.

No direct payment will be made for temporary painted (traffic paint) pavement markings. This work is considered incidental to the project. Compensation for this work shall be included in other bid items.

No direct payment will be made for placing and maintaining temporary traffic reflecting tabs. This work is considered incidental to the project. Compensation for this work shall be included in other bid items.

#### **324.13.02.02 – BASIS OF PAYMENT FOR WORDS, SYMBOLS, 12" & 24" SOLID WHITE PAVEMENT MARKINGS (THERMOPLASTIC)**

This work shall include the all labor, equipment, materials and incidentals necessary to install all thermoplastic pavement markings including, but not limited to, surface preparation; priming; application, surveying layout, and incidentals necessary for complete installation.

Payment shall be made at the applicable bid unit price for various symbols and words that direct traffic. Typical symbols include, but are not limited to arrows, bicyclist, cross walks, speed humps, stop bars, etc. Typical words include, but are not limited to STOP, SCHOOL, etc.

No direct payment will be made to remove any existing thermoplastic. Compensation for this work shall be included in other bid items.

No direct payment will be made for placing and maintaining temporary traffic reflecting tabs. This work is considered incidental to the project. Compensation for this work shall be included in other bid items.

**All Thermoplastic markings will be 0.090-inches thick.**

## **SECTION 340 – SAFETY PROGRAM AND TRAFFIC CONTROL**

### **340.01 – DESCRIPTION**

This work shall consist of furnishing all materials, equipment and labor for providing public notices of work to be performed, to maintain proper traffic routing, parking control, access to all residences and businesses, property protection, work and workmen safety, and public safety for the duration of the project.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

### **340.02 – WORK SITE SAFETY**

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 other persons who may be affected thereby.
2. All the work and 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.

The 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. The Contractor 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 and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent(s) unless otherwise designated in writing by the Contractor to the Project Coordinator.

### **340.03 – STANDARDS**

All construction traffic control shall conform to the latest editions of either the NDOT Work Zone Traffic Control Handbook or of Part VI of the MUTCD.

All signs and barricades shall conform to the Standard Specifications Section 332 of where applicable.

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

All Contractor's personnel working on this project shall wear a reflective safety vest per Nevada OSHA regulations.

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

“Road Construction Ahead” signs shall be **replaced** with either the “Utility Work Ahead” sign (W21-7) or “Road Work Ahead” signs. “Road Construction Ahead” signs shall not be allowed on this project.

#### **340.04 – TRAFFIC CONTROL PLANS**

The Contractor shall submit three (3) copies of a proposed traffic control plan to the Engineer for review and comments a minimum of five (5) working days prior to the preconstruction meeting. The traffic control plan shall be prepared and stamped by the Contractor’s ATSSA certified supervisor. The traffic control plan shall include copies of any written approvals or permits required to work in City, State, or Rail Road rights-of-way. The Contractor and Construction Traffic Control Supervisor (TCS) shall agree with the Traffic Control Plan before submitting it to the Project Engineer.

If the Contractor makes significant changes to his traffic control plan, these changes must also be prepared, signed and resubmitted. The detailed traffic control plan and construction traffic control shall conform to the latest additions and supplemental parts of the Standard Specifications Section 332, MUTCD, the NDOT Handbook, the Nevada Supplement of Standard Highway Signs, and these Detail Specifications.

The traffic control plan shall be approved by the Engineer prior to the start of construction. The Contractor shall not proceed with any construction until a weekly street schedule with traffic control has been provided to the satisfaction of the Engineer. All street closures shall be preapproved.

Failure to comply with any specification herein or with direction from the Engineer may result in stoppage of the work until compliance is restored. Any lost days due to improper traffic control will be charged against the Contractor's allowable working days. Approval by the Engineer of the submitted traffic control plan shall in no way relieve the Contractor of his responsibility for any and all safety requirements conforming to the above listed documents, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

Access shall be permitted to residences, buildings and driveways adjacent to existing streets, the street under construction or special detours at all times and the Contractor shall provide such temporary approaches as may be required for this purpose. When it is necessary for residents and businesses along the project to use a portion of the road under construction, the Contractor shall maintain, within the limits of these specifications, that portion of the road in a suitable condition for such vehicular traffic.

#### **340.05 – TRAFFIC CONTROL NOTIFICATION**

Draft notifications to residences and businesses will be submitted to the Project Coordinator for review and approval before the Contractor distributes notices. The Contractor shall submit a final copy to the Project Coordinator of all written notifications that the Contractor is required to distribute. The notice will include

- General scope of the project (description, hours and days of operation, lane closures, parking restrictions, etc)
- Contractor’s contact information
- Other information requested by the Engineer

The Contractor shall have adequate personnel to deliver notices while setting and maintaining traffic control separately and simultaneously. The Contractor shall be responsible for removing any "NOTICES" that were not removed by the resident or business after all work is completed by the Contractor or as directed by the Project Coordinator. Any costs associated with towing of vehicles in the way of construction shall be borne by the Contractor. **Notices shall not be left in mailboxes**, per section DO 41 of the Domestic Mail Manual (DMM). The contractor shall be held liable for any fines resulting therefrom.

The Contractor shall prepare and deliver an approved project information notice to all residences and businesses adjacent to the project, and ensure that residences/businesses receive the notices no less than two (2) calendar days prior to beginning any surface seal operations with the exception of notification for Monday and Tuesday operations shall be completed no later than 7:00 PM Thursday.

The Contractor shall deliver a Notice to all residents and businesses of properties which abut the project streets and those on connecting streets that have no other means of accessing their properties but through the surface seal project. The Contractor will provide a Notice in sufficient numbers to permit distribution to all homes and businesses. The Contractor will complete the forms by entering the name of the firm, local and toll-free telephone numbers, and indicate the days and times the streets will be closed for construction.

A sample "Door Hanger" notification is located in Section 100.59 of these Specifications.

A minimum of two (2) Changeable Message Signs (CMS) per crew or similar portable message signs, must be available for use at all times for all operations. Additional CMS may be required depending on the Contractor's schedule of upcoming streets.

Upon approval of the traffic control plans, the Contractor shall notify the Project Coordinator and the following, a minimum of forty-eight (48) hours prior to performing any lane closure:

- City of Sparks Police Department
- City of Sparks Fire Department
- REMSA Ambulance Service
- Adjacent Residences and Businesses
- Washoe County Schools
- Waste Management
- U.S. Postal Service

Notification may be in conjunction with the scheduling requirements of Section 26 of the Special Provisions, and Section 340.04.

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

In the event the Contractor fails to comply with notification requirements, the Project Coordinator may secure the services of a public notification agent to provide notification services, and deduct from payments to the Contractor all expenses related to this effort.

### **340.06 – TRAFFIC CONTROL**

The Contractor shall designate a Construction TCS who shall be responsible for furnishing, installing, and maintaining all traffic control devices, equipment and personnel as shown on the traffic control plans, as specified in the MUTCD, the NDOT Work Zone Traffic Control Handbook, the Nevada Supplemental of Standard Highway Signs, these Specifications, and as directed by the Engineer throughout the duration of the project, including non-working hours, weekends, legal holidays, and breakdowns.

The duration of the project shall include the time required to start and complete all phases of the required work, including, but not limited to, street preparation and reflector tab installation. Traffic control shall remain in place until all necessary work as required by these Detail Specifications no longer presents a traffic hazard. Traffic control shall not be removed without approval from the Project Coordinator. The Contractor shall be responsible for all damages or claims as a result of their actions.

The Construction TCS shall be under the direct supervision of the Superintendent. The designated TCS shall be available to be contacted by the Project Coordinator for the life of this contract. The designated TCS shall be available to be on the work site within forty-five (45) minutes after notification by the Project Coordinator. Submit the name(s), ATSSA certification number, and qualifications for the City of Sparks approval at the pre-construction meeting.

The Construction TCS shall:

- Have at least one year of field experience directly related to work site traffic control set up in a supervisory or responsible capacity and be certified by ATSSA as a worksite TCS.
- Understand the contract requirements.
- Understand the MUTCD requirements.
- Correct all traffic control deficiencies.
- Coordinated maintenance of traffic operations with the PTOE/TCS who prepared the traffic control plans, if a different person.
- Report all corrective actions to maintain and protect traffic through the project.
- Review work areas, equipment operation and storage, and material handling and storage relative to traffic safety.
- The TCS shall make at least three (3) inspections of all traffic control devices each day as follows:
  - a. Before beginning work
  - b. At mid-shift
  - c. Half an hour after the end of shift
- Furnish weekly written certification to the Project Coordinator that inspections and reviews were conducted and that traffic control devices met or exceeded the contract requirements. Weekly certification shall include daily records of traffic control activities and reviews.

The Contractor shall not proceed with any construction until traffic control plans and the Construction TCS have been approved and the proper traffic control has been provided to the satisfaction of the Engineer. Any days lost due to improper traffic control or lack of a Construction TCS will be charged against the Contractor's allowable working days.

The Contractor shall maintain public traffic throughout the project in accordance with the approved traffic control plans and perform work in a manner that assures the safety and convenience of the public and protects the residents and property adjacent to the project. Should the Contractor choose to accomplish work methods or phasing which require modification to any part of the traffic control zone in the approved traffic control plans, the Contractor shall submit for approval a modified traffic control plan at least five (5) work days prior to implementation of such work or phasing.

Traffic control devices shall be removed as soon as they no longer apply to the current construction activities.

### **340.07 – PHASING, ACCESS REQUIREMENTS, AND WORK ZONE OPERATIONS**

During the course of construction, the Contractor shall be prepared to provide access through the construction zone for police, fire, or other emergency vehicles which otherwise do not have through access due to traffic tie-ups and the inability to pass without entering the construction zone.

A "No Parking" notification, supplied by the Contractor, shall be applied only as and when needed, and shall be removed unless absolutely necessary. The "No Parking" restrictions shall be in-place Twenty-four (24) hours prior to performing any work at that location.



Work shall be performed in a manner that will minimize inconvenience to businesses and the public. A minimum of one access to business or private property shall remain open at all times.

Access shall be permitted to residences, building, and driveways adjacent to existing streets, the street under construction, or special detours at all times and the Contractor shall provide such temporary approaches as may be required for this purpose. When it is necessary for residents and businesses along the project to use a portion of the road under construction, the Contractor shall maintain, within the limits of these Specifications, that portion of the road in a suitable condition for such vehicular traffic.

Regardless of traffic control operations, public traffic shall not be stopped for more than 10 minutes and shall not be delayed for more than 30 minutes total through the project regardless of the number of work zones. Should these delay restrictions be exceeded, work shall be immediately suspended. The Contractor shall be required to submit written revised construction plans that address the delay problem. Upon approval from the Engineer, micro-surfacing operations may resume. Working days will continue to be assessed during the suspension period.

The Contractor shall ensure that at least one access point is available to each business and/or private property adjacent to construction at all times. In all cases, driveway access is to be restored quickly, as soon as the conditions allow, rather than combined with daily site cleanup at the end of the work shift.

If work outside Normal Working Hours is requested by the Contractor, the Contractor shall submit the request in writing and obtain written approval from the City of Sparks for Adjusted Working Hours. Once approved, work within the Adjusted Working Hours may not commence until twenty-four (24) hours after the Contractor has distributed written notifications of the approved Adjusted Working Hours to adjacent businesses and residences.

The City of Sparks reserves the right to reject or rescind authorization of Adjusted Working Hours at any time if, in the Project Coordinator's opinion, the Contractor's operations adversely impact the public; and the Contractor shall not be entitled to any additional payment from City of Sparks or extension of time for rejection or rescindment of Adjusted Working Hours work. The authorization of Adjusted Working Hours work does not in any way relax or remove any other specification requirements for the work performed at night.

### **Work Adjacent to Schools, Parks, & Playgrounds**

The contractor is cautioned that construction traffic may pass by schools, parks, or playgrounds while working on the project. Children may be using playground equipment during working and non-working hours. Due caution will be taken by the contractor to ensure proper safety conditions during and after work hours.

### **340.08 – CONSTRUCTION SIGNS**

All barricades, traffic cones, delineators, barricade warning lights, channeling devices, arrow or message boards and construction signs shall be furnished by the Contractor and their materials, installation and location shall conform to the approved traffic control plan.

The only paper signs that can be used on this project shall be the "No Parking" signs with the construction dates. They shall be clean, legible, and maintained in good condition. If the Project Coordinator determines the signs are not legible or in good condition, the Contractor shall replace the "No Parking" signs at no cost to the City.

The Project Coordinator may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the Contractor. During such a suspension, the Contractor shall make passable and shall open to traffic such portions of the project under improvement and such temporary roadways or portions thereof as may be agreed upon between the Contractor and the Engineer for the accommodation of necessary traffic during the period of suspension.

### **340.09 – PAVEMENT MARKINGS**

All centerline markings shall be maintained with yellow reflector tabs. One (1) reflector tab in passing zones and two (2) reflector tabs side by side in no passing zones. All tabs shall be placed at 50-foot intervals before and through all curves, or as directed by the Project Coordinator. Reflector tabs shall be placed on a clean and dry surface before the slurry seal is placed. All reflector tabs shall be cleaned of slurry and maintained by Contractor during the project.

The Contractor shall provide and maintain temporary and permanent pavement markings in accordance with the MUTCD Part VI. Temporary pavement markings, most often reflective tabs, will be placed every one hundred (100) feet on the fog line, every fifty (50) feet on the center line, and every other stripe (approximately every 60 feet) on the lane lines. The tabs placed on the lane lines will be placed on the down stream edge of the lane line.

The patterns and spacing for the temporary pavement markers shall be as follows:

- a. Long lines – place one (1) marker at 50 foot intervals.
- b. Broken lines – place one (1) marker at beginning of every other stripe on lane lines (approximately 60 feet).
- c. Double yellow lines – place two (2) markers side by side with a 4-inch separation between at 50 foot intervals.
- d. Stop Bar – place one (1) marker on each side of stop bar, across travel lanes.

### **340.10 – FLAGGERS**

The Contractor shall provide a minimum of four (4) flag personnel per crew each day for traffic control. More flag personnel shall be provided if conditions warrant and/or directed by the Project Coordinator. All flaggers shall be used exclusively for their intended purpose, including the guidance and safety of the pedestrian and traveling public and protection of the work and workmen. A typical minimal application for slurry seal operations requires one (1) flagger on each end of the project and one (1) flagger on each end of the actual operations.

At a signalized intersection, a minimum of two additional flaggers shall be provided. Flaggers will also be required to control major business accesses. Additional flaggers may be required upon request by the Project Coordinator and will be incidental. On occasions when flag control is necessary for safety or efficient traffic flow within signalized intersections, the Contractor must first turn the signal to flashing. **The flaggers must not control the intersection with the signal in full operation.**

If flaggers enter the intersection to control traffic, they shall be equipped with proper attire and control devices. The number of flaggers and equipment/attire shall comply with applicable MUTCD, State, and local requirements. During non-construction hours, the intersections shall be controlled through a normal signal pattern or by some other approved method.

The Contractor shall also maintain access to all businesses. Certified flaggers shall be required on all thoroughfares and main intersections as part of the traffic control, and any other place deemed necessary by the Project Coordinator

The Contractor shall not shut down whole areas of road networks within subdivisions or areas with closely networked roads systems. Contractor shall have such areas shown in their traffic control plan for approval.

Flaggers may be required to be equipped with 2-way portable radios in good working order and/or any other equipment deemed necessary by the Project Coordinator. Flaggers shall know the street system within the surrounding area before directing any traffic. The Contractor shall supply maps of the area if necessary to all

flaggers on the job site. Flaggers shall be able to communicate effectively with the Contractor, Project Coordinator and general public.

Flaggers shall not use personal cell phones while working on the City of Sparks 2013 Preventative Maintenance project.

All flag personnel shall have a valid flagger's certification card in their possession at all times when flagging. If certification is not provided, the Contractor shall provide other certified personnel as soon as possible and stoppage of work may be required as deemed necessary by the Project Coordinator until the alternative personnel is in place. The Contractor is not relieved of his traffic control and safety responsibilities during this or any other stoppage of work.

When the Contractor's hauling equipment is required to merge with 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.

### **340.12 – BASIS OF PAYMENT**

The unit price bid for this item shall include all labor, equipment, materials, and all incidentals necessary to provide traffic control in accordance with the plans and specifications. Work shall include, but not be limited to preparation and distribution of plans, notices and reports, in addition to the setup, removal and maintenance of all barricades, signs, channelizing devices, barrels, cones, flag persons, detours, arrow boards, message boards, temporary striping, temporary paving, temporary aggregate base, plantmix bituminous ramps, and incidentals necessary to provide all traffic control throughout the duration of the project.

The Engineer's estimated quantity, as contained in the bid schedule, is based on the details and dimensions shown in the tables in Exhibit D and no guarantee is made that the field measured quantity will equal the estimated quantity. No allowance will be made in the event that the field quantity does not equal the estimated quantity. **The pay quantity shall be the estimated area as shown in Exhibit D for each street that a surface treatment is applied.**

There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule.

Payment associated with this item of work may be prorated based upon the percentage of work completed.

## **SECTION 370 – MICRO SURFACING**

### **370.01 – DESCRIPTION**

The work covered by this specification includes the mixing, application, testing, construction and quality control required by the proper application of an emulsified asphalt Type II Micro surface in accordance with these specifications and plans or as established by the Engineer.

#### **370.01.01 – MICRO-SURFACING**

This work shall consist of mixing polymer modified asphalt emulsion, aggregate, mineral filler, set-control additives, and water and spreading the mixture on a surface or pavement where shown on the plans, as specified in these special provisions, and as directed by the Project Coordinator. The mix should be capable of being spread in variably thick cross-sections (wedges, wheel path depressions, scratch courses and surfaces) which, **after a 10**

**minute set time** and curing for initial traffic consolidation, resist deformation throughout the entire design tolerance of bitumen content.

### **370.01.02 – SYSTEM**

The system shall be a Micro Surfacing System that the Contractor has proven with performance reference from the agency for which it was placed. The reference shall be submitted with the bid documents at time of bid. The Contractor shall use a crew that has a minimum of one (1) season of experience in placing Micro Surfacing.

### **370.02 – MATERIAL**

The material for micro surfacing immediately prior to mixing shall conform to the following requirements:

**Emulsified Asphalt:** The emulsified asphalt shall be homogenous and shall be a polymer modified quick-setting, quick-traffic cationic asphalt emulsion. The polymer material shall be co-milled with the emulsion solution. The emulsion manufacturer shall certify that the emulsion contains a minimum of 4% polymer solids based on the mass of asphalt (asphalt residual) within the emulsion. Manufacturer shall certify that the asphalt used in the micro-surfacing emulsion is Venezuelan Asphalt, or approved equal before shipping. The emulsified asphalt shall be within  $\pm 1\%$  of the design emulsion content.

**Aggregate:** The aggregate shall conform to Section 200.02.06.02-Aggregates for Emulsified Asphalt Type II Micro Surface of the Supplemental Construction Materials.

**Mineral Filler:** Mineral filler shall be any recognized brand of non-air entrained Portland Cement or hydrated lime that is free of lumps. The type and amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the mineral gradation requirement. An increase or decrease of less than one-percent may be permitted when the micro surfacing is being placed if it is found to be necessary for better consistency or set times.

**Water:** Water shall be of such quality that the asphalt will not separate from the emulsion before the micro-surfacing is in place on the pavement. Water shall be potable and compatible with the micro surfacing mix from an approved source. The Contractor must ensure compatibility.

**Additive:** Per the mix design for the micro surfacing.

### **370.03 – MIX DESIGN**

#### **1. General**

No less than five (5) working days prior to the date of the Notice to Proceed, the Contractor shall submit a signed original of a mix design for each type of micro surface covering the specific materials to be used on the project. The mix design shall be incidental to the project.

The tests and mix design shall be performed by a qualified laboratory approved by the International Slurry Seal Association. Previous lab reports covering the exact materials to be used may be accepted, provided they were made during the project calendar year.

Once the proportion of materials to be used are approved by the Engineer, no substitute of other materials will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the mix design for those materials is approved by the Engineer.

## 2. Laboratory Report

The laboratory report will show the results of tests performed on the individual materials, comparing their values to those required by this specification. The report will provide the aggregate test of Section 200.02.06 herein and the following information of the emulsion and micro surface mixture.

The CCS-1h polymer modified quick-traffic asphalt emulsion shall conform to the following requirements when tested in accordance with the specified test method:

### EMULSION

TEST	TEST METHOD	SPECIFICATION
Viscosity, Saybolt Fural at 77°F. (25°C.)	AASHTO T59	16-90 seconds
Storage Stability Test 24 hour	AASHTO T59	1% maximum
Settlement, 5 day	AASHTO T59	5% maximum
Distillation	AASHTO T59	3% maximum
#Residue	AASHTO T59	64% minimum

TEST ON RESIDUE	TEST METHOD	SPECIFICATION
Penetration, 77°F. (25°C.) 100 g, 5s	AASHTO T49	40-90 dmm
Ductility, 77°F (25°C), 5cm/min	AASHTO T51	60 cm minimum
#Softening Point Ring and Ball	AASHTO T53	142° minimum
Polymer Content * *Solid polymer content based on weight of asphalt	AASHTO T53	4% minimum
Torsional Recovery	CTM 332	18% minimum

**#Quality assurance testing of materials not meeting the specification limits above will be subjected to 100% pay reduction and removal/replacement (see Section 370.12).** The Engineer may, upon consideration of the specific circumstances, reduce or waive mitigation and/or pay reduction, or combine portions of mitigation and pay reduction.

## SLURRY & MIXTURE

TEST	ISSA TEST METHOD	SPECIFICATION
Mix Time at 25 C (77 F)	TB 113	Controllable to 120 seconds minimum
Wet Cohesion	TB 139	
30 minutes (set time)		12 kg-cm minimum
60 minutes (traffic time)		20 kg-cm minimum (or near spin)
Excess Asphalt	TB 109	538 g/m <sup>2</sup> (50 g/ft <sup>2</sup> ) maximum
Wet Stripping	TB 114	Pass (90% minimum)
Wet Track Abrasion	TB 100	
One-hour soak, loss		538 g/m <sup>2</sup> (50 g/ft <sup>2</sup> ) maximum
Six-day soak, loss		807 g/m <sup>2</sup> (75 g/ft <sup>2</sup> ) maximum
Lateral Displacement	TB 147A	5% maximum
Specific Gravity	TB 147A	2.10 maximum
after 1000 cycles at 56.8 kg (125 lbs)		
Classification Compatibility	TB 144	(AAA, BAA) 11 grade points minimum

The laboratory shall further report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, mineral filler, water (minimum and maximum), set control additive, and asphalt solids content (minimum and maximum) based on the dry mass of aggregate.

The Contractor shall submit to the Project Coordinator aggregate and emulsion to be used on the project for testing by a certified laboratory twenty-four (24) hours after receiving written request. Any failed tests shall be deducted from the Contractor's payment.

The mix design will further show recommended changes in cement, water and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time.

All the component materials used in the mix design shall be representative of the materials proposed by the Contractor to be used on the project.

Once materials are approved by the Engineer, no substitute of other materials will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the Engineer approves the mix design for those materials.

### 3. PROPORTIONING

Aggregate, mineral fillers, asphalt emulsions, water and additives including set-control agent if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogenous aggregate blend.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on field conditions. The component materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As required to produce proper mix consistency

The completed mixture, after addition of water and any set-control agent, shall be such that the micro-surfacing mixture has proper workability and

- a) will permit traffic without pilot car assisted traffic control on the micro-surfacing within one hour after placement, and
- b) will prevent development of bleeding, raveling, separation or other distresses within 15 days after placing the micro-surfacing. However, when ambient temperatures are below 25°C traffic may not be permitted on the micro surfacing until it has sufficiently cured. The time for sufficient curing shall be mutually agreed upon between the Contractor and the Project Coordinator.

The Contractor shall furnish an aggregate moisture determination from the stockpile prior to placing the micro-surfacing and shall be retested if weather conditions have changed the aggregate moisture content appreciably. Aggregate moisture will be accounted for in determining the aggregate/bitumen ratio to be used during placement.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Any variance rate emulsion pump, if used, shall be calibrated and sealed in its calibrated condition.

The delivery rate of aggregate and emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in accordance with California Test 109 and the requirements of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0% of the mathematical average of three runs of at least three tons in duration each. The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0% of the mathematical average of three runs of at least 300 gallons (1135 liters) each in duration. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0% of the mathematical average of three runs of at least 300 gallons (1135 liters) each in duration.

The emulsion storage located immediately before the emulsion pump shall be equipped with a device, which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the emulsion level is lowered sufficiently to expose the pump suction line.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate temperature of the emulsion and shall be accurate to within 5°F.

The maximum temperature of emulsion contained in the mixer-spreader truck emulsion storage tank shall be 120°F (119°C).

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of the aggregate being delivered to the pugmill. Said device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of the aggregate is less than the target depth of flow. A second device shall be located where it will monitor movement of the aggregate belt by detecting revolutions of the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. This second device will not be required where the aggregate delivery belt is an integral part of its drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of three seconds between sensing and shutdown of the operation will be permitted.

## **370.04 – MIXING AND SPREADING EQUIPMENT**

### **1. General**

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working order at all times.

The micro surfacing shall be mixed in continuous twin-shaft pugmill mixers of adequate size and power for the type of micro surfacing to be placed. All indicators required in the section entitled "Proportioning" shall be in working order prior to commencing mixing and spreading operations.

### **2. Micro Surface Mixing Equipment**

Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. All rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless all low-flow and no-flow devices and revolution counters are in good working condition and functioning and all metal guards are in place. All indicators by these special provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

The units shall be equipped with approved devices so that the machine can be accurately calibrated and the quantities of material used during any one period can be estimated. In the event a metering device malfunctions, the Project Coordinator may allow for completion of that day's work. However, the units shall be removed from service at the end of the shift and shall not be returned to service until the metering device is repaired. If a metering device malfunctions, the City inspector and Contractor's superintendent shall agree on total tonnage of aggregate per truck and total number of trucks, including partial trucks, to be used in daily tonnage for pay quantities.

The machine shall be equipped with a hydraulically controlled steel pugmill gate for positive discharge and/or shutoff operations. Discharge from the pugmill shall be controlled by a chute or other suitable mechanical device.

### **3. Spreader Box:**

The micro-surfacing mixture shall be spread by means of a spreader box conforming to the following requirements:

The spreader box shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to positively



prevent loss of micro-surfacing from the ends of the box. All spreader boxes over 7½ feet (2.28 meters) in application width shall have baffles, reversible motor driven augers, or other suitable means, to insure uniform application on super elevated sections and shoulder slopes. Spreader box skids shall be maintained in such a manner as to prevent chatter (wash boarding) in the finished mat.

The spreader box shall have a double strike-off blade design at the rear of the box. The first strike-off blade shall be made of steel or stiff rubber and the second strike-off blade (attached to the first blade) shall be made of a flexible material. Rear flexible strike-off blades shall make close contact with the pavement, and shall be capable of being adjusted to the various crown shapes so as to apply a uniform micro surfacing coat. A secondary strike-off blade attached to the rear of the spreader box (located behind the double strike-off blades at the rear of the spreader box) shall be provide and shall be adjustable. It shall be designed and operated such that a uniform texture is achieved in the finished surface of the micro surfacing.

Flexible fabric drags attached to the rear of the spreader box shall not be allowed. Strike-off blades (rubber) shall be cleaned or changed daily if problems with cleanliness and longitudinal scouring occur.

#### **4. Wheel Path Depression (Rut) Box:**

The wheel path depression box shall be designed as a double chambered box with adjustable screens to regulate depth and shall have a width of between 5 feet (1.52 meters) and 6 feet (1.81 meters). Hydraulic augers set at an angle shall move the mixed material from the rear to the front of the filling chamber. The augers shall push the larger aggregate into the center, deeper section of the wheel path depression and send the fine material toward the edges of the pass to act as a mastic and for feathering down the longitudinal joint along the wheel path.

The micro-surfacing spreader box in use shall be clean and free of micro surfacing and emulsion, at the start of each work shift.

Micro surfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other methods approved by the Project Coordinator.

#### **1. Auxiliary Equipment**

Suitable crack and surface cleaning equipment along with a front end loader (skippy), barricading equipment, hand tools and any support equipment should be provided as necessary to perform the work.

### **370.05 – MACHING CALIBRATION AND VERIFICATION**

#### **1. Calibration**

Each slurry-mixing unit to be used in performance of the work shall be calibrated with the approved source material in the presence of the Project Coordinator prior to construction. Previous calibration documentation shall **NOT** be accepted. The documentation shall include an individual calibration of each type of material at a minimum of three (3) settings (low, medium, and high), which can be related to the machine's metering device(s). No machine will be allowed to work on the project until the calibration has been completed and accepted.

All machines shall operate within calibrated ranges. Should a machine be required to run outside the calibrated range, a new calibration shall be performed within an agreed upon time at no additional cost to the City.

## **2. Verification**

Test strips will be made by each machine after calibration and prior to construction. Test strips shall be a portion of the project. Samples of the slurry seal will be taken and verification made as to mix consistency, proportioning, and texture. Verification of rate of application will also be made. Upon failure of any of the tests additional test strips, at no cost to the City, will be required until each unit is authorized to work. Any unit failing the tests after the third (3rd) trial, will not be permitted to work on the project. Test strips must be accepted or rejected within 24 hours after application.

The aggregate tickets and revolution count spread rates throughout the project should be within 3%. Contractor shall rectify rates greater than 3% or the percent difference of aggregate shall be deducted from payment. Spread rates methods shall be approved by both the Contractor and Engineer.

### **370.06 – COMPOSITION, RATE OF APPLICATION, AND TOLERANCES**

#### **1. Composition**

The percentage of each individual material shall be as required by the mix design. Adjustments may be required during construction, based on field condition. The Engineer will give final approval for all such adjustments.

#### **2. Rate of Application**

The micro surfacing mixture shall be of proper consistency at all times so as to provide the amount of mixture required by the surface condition. The micro surfacing mixture shall be uniformly spread on the existing surface within the rate specified herein:

The application rate of Type II micro surface shall be 15 to 18 lbs/sy by dry weight of aggregate. No allowance or payment will be made for tonnage applied in excess of 18 lbs/sy.

#### **3. Tolerances**

Tolerances for individual materials as well as the Micro surfacing mixture are as follows:

- a. After the designed residual asphalt content is determined, a plus or minus one percentage point variation will be permitted.
- b. The percent of aggregate passing each sieve shall not vary more than +/-4.0% from the mix design.
- c. The percent of aggregate passing shall not go from the high end to the low of the specified range of any two successive sieves.
- d. The slurry consistency shall not vary more than +/-0.5 cm from the mix design and field adjustments.
- e. Dry Weight aggregate shall have minimum moisture content of 2.5% and not to exceed 5%.

### **370.07 – LIMITATIONS**

#### **1. Weather**

The micro surface shall not be applied unless both the pavement and air temperatures are 55°F (13°C) and rising. *The micro surface shall not be applied when the air temperature is over 100°F (38°C).* No micro surface shall be applied when there is danger that the finished product will freeze before 24 hours has passed. No micro surface shall be applied when precipitation is imminent. No micro surface shall be applied when the forecasted daytime temperatures are less than 60°F (15°C) for next five (5) consecutive days. The mixture shall be applied such that traffic shall be allowed on the micro surfaced roadways before 5:00 PM unless otherwise specified by the Project Coordinator.

## 370.08 – PREPARATION OF THE SURFACE

Immediately prior to applying the slurry seal, the surface shall be cleared of all loose materials, dust, gravel, silt spots, vegetation, oil spots and other objectionable material. Pavement markings shall be removed and utilities shall be protected.

### 1. Pavement Markings

**Surface preparation shall include the removal of all painted, preformed, Epoxy and Tape pavement markings.**

Surface preparation shall include the removal of all lane lines and pavement markings. Lane lines and pavement markings with the exception of crosswalks and stop bars may be removed up to 48 hours in advance of the surface treatment. Crosswalks and stop bars may be removed 24 hours in advance of surface treatment.

The temporary lane line markers used for centerlines shall have yellow bodies and yellow reflective sheeting on both sides. The temporary lane line markers used for lane lines or edge lines shall have the same body and reflector color as required for permanent striping and the reflective sheeting shall only be required on the side that faces oncoming traffic.

The patterns and spacing for the temporary pavement markers shall conform to Section 340.09.

### 2. Cleaning

Cleaning streets shall be accomplished by a self-contained power sweeper with water (no push brooms allowed). No fugitive dust shall be allowed. Any water that is standing in the cracks shall be removed or allowed to dry before slurry seal operations begin.

### 3. Utility Protection

Immediately before commencing the surface seal operations, manholes, valve boxes, drop inlets and other service entrances shall be protected from the surface seal by a suitable method. All surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. **Utility protective coverings are to be removed and utilities cleaned of surface seal material by the end of the same workday.**

Additional surface preparation may include wheel path depression repair when wheel path depressions have a cross section that is deformed 12.5 mm or more. The individual wheel paths must first be filled utilizing a wheel path depression box meeting the requirements of these special provisions. Filling of wheel path depressions shall be accomplished using Type III aggregate. Wheel path depression spread rates will vary with depression depth. Maximum single application for wheel path depressions shall be 1½ inches (37.5 mm). Greater depths may require multiple applications in each depression.

Wheel path depression repair shall be constructed with a slight crown to permit initial traffic compaction of the micro surfacing.

At least 12 hours of traffic compaction shall be allowed on freshly filled wheel path depressions before additional lifts are applied as surface courses.

## **370.09 – APPLICATION OF MICRO SURFACE SEAL**

### **1. General**

All workmen shall have sufficient skill and experience to properly perform the work assigned to them. Workmen engaged in special or skilled works shall have sufficient experience in such work and in the operation of the equipment to perform all work properly and satisfactorily. Thus the Contractor shall have an experienced crew on each spreader and any other equipment. Work hours are from 7:00 AM to 3:00 PM with no exceptions unless approved by the Project Coordinator.

The surface should be pre-wetted by fogging ahead of the slurry box when required by local conditions. Water used in pre-wetting the surface shall be applied such that the entire surface is damp with no apparent flowing water in front of the slurry box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface.

The slurry mixture shall be of the desired consistency upon leaving the pugmill and no additional materials shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess oversized aggregate develops, the job will be stopped until the Contractor proves to the Project Coordinator that the situation has been corrected.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted. The mixture shall be uniform and homogenous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles or leave tire marks in the surface of the slurry. The contractor shall repair all tire marks before leaving area, and all repairs shall be incidental to the work. Any tire marks unable to be repaired before leaving the area will then be finished at or before the end of the project.

For the purposes of this project, the construction zone is defined to include all stockpile staging areas and travel routes to/from streets where the slurry seal is to be applied.

### **2. Joints**

No excessive build-up, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts, or as required. If half passes are used, they shall not be the last pass of any paved area. A maximum of six inches (6") shall be allowed for overlap of longitudinal lane line joints.

### **3. Mix Stability**

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading, free of excess water or emulsion, and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

#### **4. Hand Work**

Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees to provide complete and uniform slurry seal coverage. The area to be hand worked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

#### **5. Lines**

Care shall be taken to insure straight lines along driveways, curbs, shoulders and intersections. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

#### **6. Clean-Up**

All areas, such as driveways and gutters, shall have the slurry seal removed as specified by the Project Coordinator. The Contractor shall remove any debris associated with the performance of the work, on a daily basis. *Excess aggregate shall be removed after work is completed at each staging area. Areas that have been sanded shall be swept clean within twelve (12) hours after traffic control is removed.* The contractor shall be responsible for cleaning all ravel and loose materials resulting from the slurry for the duration of the project. Sweeping is not limited to the street surface only. Sweeping also includes driveways, pedestrian ramps, side streets, and sidewalks.

#### **7. Skid Resistance**

The surfaced sealed pavement surface shall provide a minimum skid number of forty-five (45) when tested using NDOT standard methodology and equipment. Inadequate skid resistance is characterized by flushing or bleeding of asphalt in wheel paths that result in a continuous shiny surface with no aggregate traction. Inadequate skid resistance shall be corrected at no cost to the owner by the application of an additional layer of surface seal proportioned to provide adequate skid resistance. The layer will be a minimum full lane width for the length of the affected pavement.

Additionally, longitudinal joints shall correspond with the edges of traffic lanes. The Project Coordinator may permit other patterns of longitudinal joints, if such patterns will not adversely affect the quality of the finished product, as determined by the Project Coordinator.

Longitudinal joints common to two driving lanes shall be butt joints with overlaps not to exceed 3 inches (76.2 mm). Building paper shall be placed at transverse joints, over previously placed micro-surfacing, or other suitable methods, approved by the Project Coordinator, used to avoid double placement of micro-surfacing. Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted.

The mixture shall be uniform and homogeneous after spreading on the surfacing and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the micro-surfacing from damage by traffic until such time that the mixture had cured sufficiently so that the micro-surfacing will not adhere to and be picked up by the tires of vehicles.

#### **370.09.01 – TEST STRIP**

The Contractor shall construct a test strip to be evaluated by the Project Coordinator. The test strip shall be 500 feet to 750 feet long and shall consist of all the application courses specified. The test strip shall be constructed at the same time of day or night that the full production will be applied and may be constructed in two days or nights

when multiple course applications are specified. The set time shall be 10 minutes with controlled cross traffic and resist deformation throughout the entire test strip.

The Project Coordinator will evaluate the completed test strip after 24 hours of traffic to determine if the mix design and placement procedure are acceptable. An addition 24 hours may be required when multiple courses are placed. If the mix design or the placement procedure is determined by the Project Coordinator to be unacceptable the test strip shall be rejected, the Contractor shall make modifications and a new test strip shall be constructed. Test strips which have been rejected by the Project Coordinator shall be paid for by the Contractor and shall be considered part of the contract work. If ordered by the Project Coordinator test strips rejected by the Project Coordinator shall be removed and shall be at the Contractor's expense. The Project Coordinator will determine how many test strips will be allowed.

### **370.09.02 – TRAFFIC READY**

The set time for micro surfacing shall be 20 minutes. The micro surfacing shall be “Traffic Ready” and will not adhere to and/or be picked up by the tires of vehicles. The micro surfacing shall also resist deformation from traffic.

### **370.10 – MEASUREMENT**

The Micro Surfacing shall be measured by dry weight tonnage. The dry tonnage quantities for each stockpile shall check within 5% of all the following two (2) methods of verifying tonnage before payment is made:

- 1) Tonnage by units’ aggregate metering devices (revolution counters) and gate settings.
- 2) Tonnage by material hauled in and used.

The Project Coordinator and Contractor shall make sound judgment when comparing numbers.

Certified weight tags from a public weigh master for each delivery of emulsion and aggregate to the project will verify application rates for emulsion and aggregate.

1. The application, mixing and spreading of the slurry seal shall be measured on a tonnage basis on the actual measurement in the field by calculating daily using the revolution counters and gate settings for each unit.
2. The aggregate shall be measured on a per ton basis. Tonnage tickets shall be delivered to the Project Coordinator daily with pit log (stock piles).
3. Dry Tonnage shall be defined as the material delivered to site from an approved source with moisture between 2.5 and 5 percent.
4. The asphaltic emulsion shall be measured on a per ton basis.
5. The Contractor shall supply the Project Coordinator weekly with a tonnage list of material used for each day and shall show all transfer and waste figures between staging areas. Waste tonnages shall be agreed upon between the Contractor and Project Coordinator before moving to a new staging area. Weekly reports will include the application rates calculated with tonnage tickets.

It is the responsibility of the Contractor to notify the Project Coordinator prior to the offloading of emulsion from suppliers to the Contractor's storage tanker. The Project Coordinator shall physically inspect each and every oil shipment prior to transfer. Oil quantities of the Contractor's emulsion storage tankers shall be submitted and physically verified at the beginning of each workday, prior to supplier transfer, after supplier transfer and at the

end of each working day. Contractor shall supply one undiluted emulsion sample on the first shipment and subsequent random samples upon request by Project Coordinator.

All deliveries for emulsion and aggregate shall be from 7:00 AM to 3:00 PM each working day. The weight tags for the emulsion and the aggregate shall be delivered to the Project Coordinator on the same day as the materials arrive at the stockpile. All aggregate tags shall have the staging area location printed on each tag. If the Contractor removes or transfers emulsion from the stockpile, the weigh back tags shall be delivered to the Project Coordinator on the same day or the next day. Before aggregate is moved from or transferred from the stockpile, the Contractor and Project Coordinator shall visually measure the quantity being moved or transferred.

The Contractor shall not use aggregate or emulsions designated for the project on other private or public jobs until the Project Coordinator and Contractor have mutually accounted for all material placed and stockpiled. The Contractor shall keep separate weight tickets and stockpiles for any other private or public jobs.

Each slurry machine used to apply slurry seal shall have a calibrated tank and stick gauge for emulsion, a flow meter for water delivered to the pugmill and a flow meter for checking the rate of addition of liquid additive to the pugmill. A calibrated tank and stick gauge may be substituted for the flow meter for either the water to the pugmill or liquid additive or both. These gauges are for the purpose of field checking at the discretion of the Project Coordinator.

The quantity of micro surfacing applied shall be paid for on a tonnage basis, with a penalty for application rates of emulsion and/or aggregate below 90% of their specified rates in the mix design.

### **370.11 – BASIS OF PAYMENT**

Payment for Micro surfacing shall be in the contract price bid for “Type II Micro Surfacing, complete in place”

The accepted quantity of micro surfacing shall be paid for by the calibrated “Revolution Counts” as agreed upon daily in the field by the Project Coordinator or City of Sparks representative and the Contractor.

The price shall be full compensation for furnishing all materials and for all preparation, mixing and applying these materials, and for all labor, equipment, mobilization, traffic control, tools, test design, clean-up and incidentals necessary to complete and warrant the job as specified herein.

### **370.12 – DEVIATIONS OF AGGREGATE AND/OR ASPHALTIC EMULSION FROM THE RATES SPECIFIED.**

#### **370.12.01 – Emulsion – Sampling /Deviations**

During the surface seal operations, the City of Sparks designated Quality Assurance testing firm shall obtain one sample of the Emulsion for each 500 tons placed. Materials not meeting the specification limits will be subjected to 100% pay reduction and possible removal/replacement. In addition, materials not meeting the specification limits above will subject the contractor to “stop work immediately” until materials are brought into compliance. The Engineer may, upon consideration of the specific circumstances, reduce or waive mitigation and/or pay reduction, or combine portions of mitigation and pay reduction.

#### **370.12.02 – Aggregates – Sampling /Deviations**

During the surface seal operations, the City of Sparks designated Quality Assurance testing firm shall obtain one sample of the aggregate each week. Each sample will be tested for Gradation, Sand Equivalent, Plasticity, Soundness, Hardness, and Durability. Materials not meeting the specification limits above will subject the Contractor to “stop work immediately” until materials are brought into compliance.

Where amounts of aggregate or asphaltic emulsion are placed in excess of the approved mix design, no payment shall be made for such excess. Where amounts vary for the asphaltic emulsion from the rates specified in the approved mix design by  $\pm 1\%$ , the Contractor shall remove and/or re-slurry all areas determined by the Engineer to be out of specification at the Contractor's expense. The City will use the average of three (3) extraction tests, along with weigh tickets to determine compliance with the approved mix design.

## **SECTION 399 – FORCE ACCOUNT**

### **399.01 – DESCRIPTION**

This work shall consist of furnishing all materials, equipment and labor for any unforeseen work not itemized in the "Schedule of Prices" forms. All miscellaneous work shall be authorized by the Engineer before it is performed by the Contractor.

A force account may be added to the contract total after bids are opened, the amount to be determined by the Engineer.

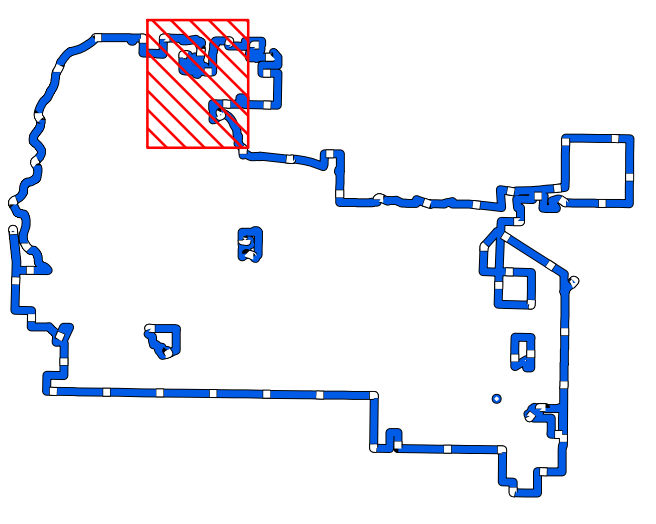
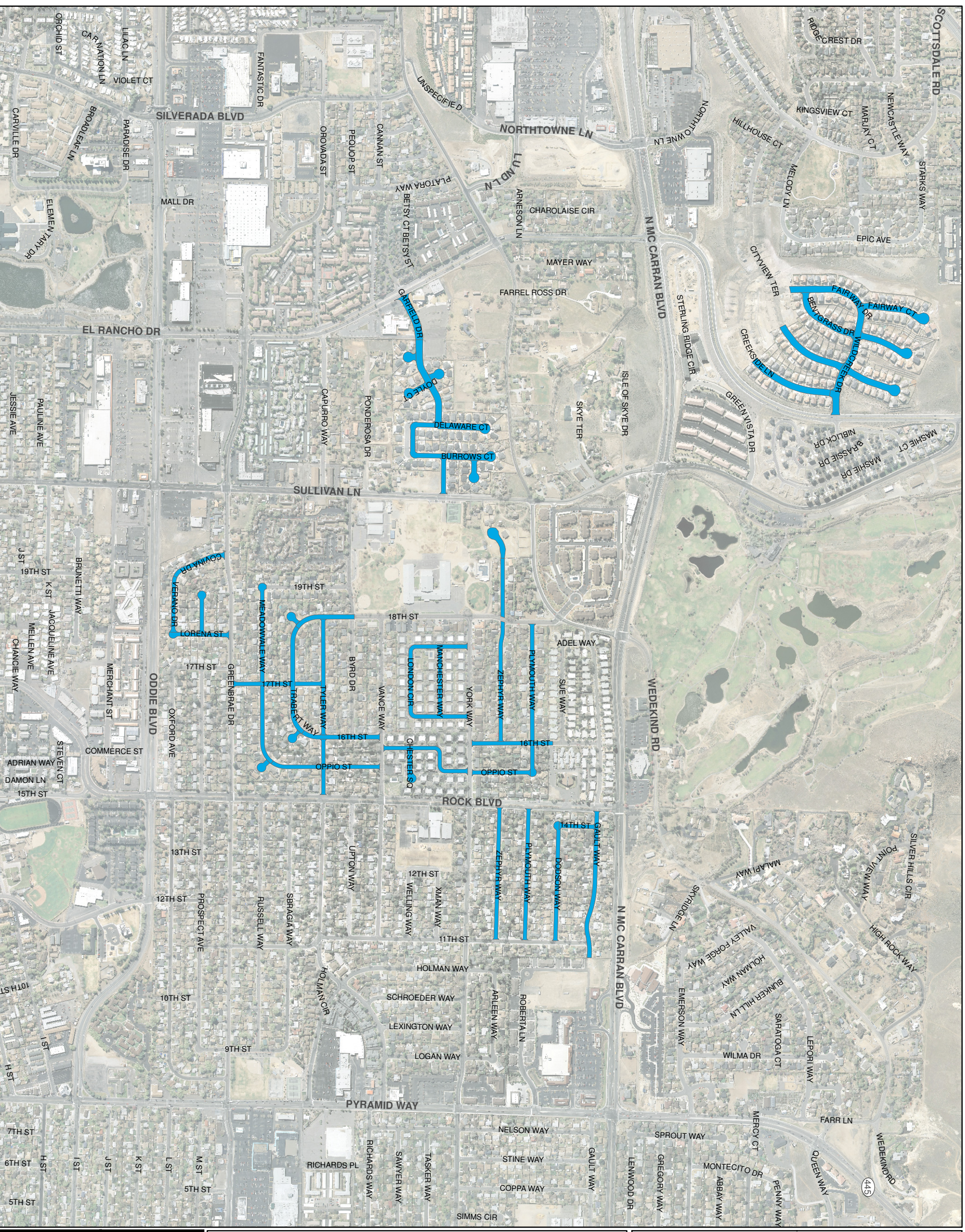
### **399.02 – BASIS OF PAYMENT**

If a force account is added to the contract total, the total amount of money for this item will be set by the Engineer. The Contractor shall be compensated for directed work as agreed upon with the Engineer.

Miscellaneous work is a contingent item and only that portion of the monies set forth necessary for compensation of the work performed shall be paid to the Contractor.







# 2013 Preventative Maintenance Unit 1 Exhibit "B"



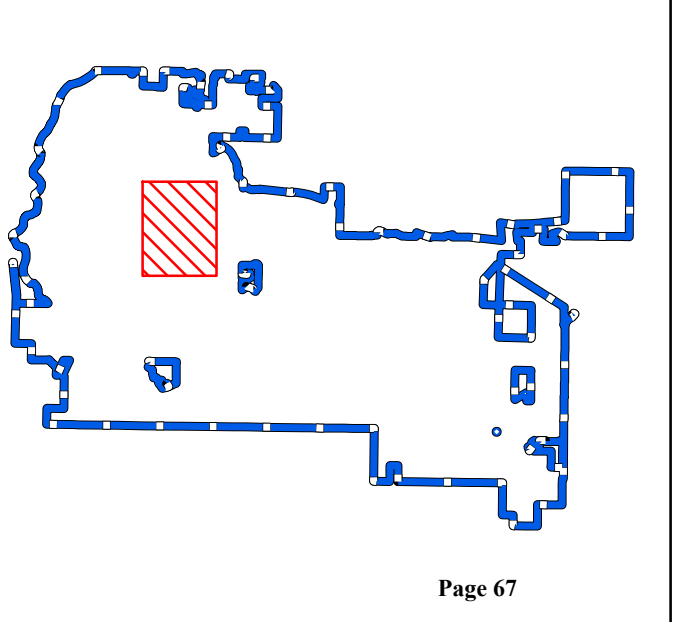
DATE: JUNE 2013

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**GEOSPATIAL  
TECHNOLOGIES  
OFFICE**

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P.O. BOX 857  
SPARKS, NV 89434





# 2013 Preventative Maintenance Unit 1 Exhibit "C"



DATE: JUNE 2013

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# **Forms**

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

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



**CONTRACT  
PUBLIC WORK OR CONSTRUCTION  
CITY OF SPARKS, NEVADA**

**BID #** \_\_\_\_\_

**PWP#** \_\_\_\_\_

THIS CONTRACT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 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 **(INSERT PROJECT 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 \_\_\_\_\_ 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



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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.
- 3. At least 50 percent of the design professionals who work on the Project (including sub-contractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;



4. At least 25 percent of the material suppliers used for the Project are located in Nevada; and
5. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

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

## 8. Prevailing Wages

- A. The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects." The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. A copy of the rates are attached hereto and included herein. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

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

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

- B. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- C. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for





any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.

D. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:

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

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

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

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

**9. Acceptance by the City:**

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

**10. Waiver:**

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

**11. Notices:**

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

PURCHASING MANAGER

CONTRACTOR:



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

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**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. Indemnity:**

Contractor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Contractor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of Contractor.

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 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.

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.



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**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:**

Contractor shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable. prior to initiation of any services under 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'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS 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 ANY CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor 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 industrial insurance coverage at Contractor's sole cost and expense.

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

**MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general



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aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Contractor's insurance levels to meet minimum contract limits shall be borne by the Contractor at no cost to the City.
4. Workers' Compensation: Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Contractor will maintain Contractor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Contractor goes out of business during the term of this Agreement or the three (3) year period described above, Contractor shall purchase Extended Reporting Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Contractor Liability Policy.

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

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.
  - b. Contractor's insurance coverage shall be Primary insurance with respect to the City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
  - d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's



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liability.

2. Property Coverages (If Applicable)

Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to City. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by City. City reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, City reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to City by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

**ACCEPTABILITY OF INSURERS**

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

**VERIFICATION OF COVERAGE**

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

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

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

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

**C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the



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City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

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

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

### **SUBCONTRACTORS**

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

### **MISCELLANEOUS CONDITIONS**

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

### **17. Liquidated Damages:**

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) \$\_\_\_\_\_ for each \_\_\_\_\_ day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

### **18. Material Breach of Contract:**



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

**19. Force Majeure:**

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

**20. Termination:**

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

**21. Assignment:**

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

**22. Entire Contract:**

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

**23. Severability:**

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

**24. Headings:**

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

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

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



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

**26. Execution:**

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

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

\_\_\_\_\_  
(Vendor)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Geno R. Martini, Mayor

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

APPROVED AS TO FORM

ATTEST:

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

\_\_\_\_\_  
Teresa Gardner, City Clerk



# CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Principal

By \_\_\_\_\_  
\_\_\_\_\_

Surety  
By \_\_\_\_\_

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

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_