

BID FOR
2020 STREET PREVENTATIVE MAINTENANCE

BID # 19/20-016

PWP # WA-2020-082

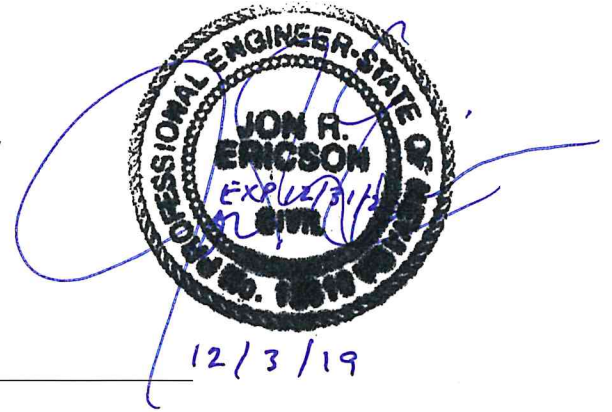
BIDS DUE NOT LATER THAN: 1:45 PM ON DECEMBER 19, 2019

PUBLIC BID OPENING: 2:00 PM ON DECEMBER 19, 2019

[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
2020 STREET PREVENTATIVE MAINTENANCE
BID # 19/20-016 / PWP # WA-2020-082**

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 DECEMBER 19, 2020**. 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 DECEMBER 19, 2020**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: 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 and parking lots within the bid document.

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

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

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

Reno Gazette Journal Legal Notices Section

Publish Date: December 4, 2019

Proof of publication required

Bidder's Checklist

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

1. _____ Bid Item Schedule
2. _____ Bidder Information Sheets
3. _____ Subcontractor Information Form (5% list due with bid submittal)
4. _____ Acknowledgement and Execution Form
5. _____ Certification Regarding Debarment
6. _____ “Certificate of Eligibility” (Local Preference) - If bid exceeds \$250,000 and Contractor wishes to potentially apply their preference.
7. _____ Bid Bond
8. _____ Signed Bid Addenda (if applicable)

**CITY OF SPARKS
 BID ITEM SCHEDULE**

BID TITLE: 2020 STREET PREVENTATIVE MAINTENANCE

BID # 19/20-016 / PWP# WA-2020-082

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

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

BIDDER acknowledges receipt of _____ Addenda.

 Bidder Name

 (signature)

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1,271,326	SF	Type II Rapid Setting Slurry Seal, complete, in place	\$ _____ /SF	\$ _____
2	6,775	LF	4" Double Solid Yellow Painted Pavement Markings (Type II waterborne), complete, in place, at	\$ _____ /LF	\$ _____
3	3,833	LF	4" Broken Yellow Painted Pavement Markings (Type II waterborne) , complete, in place, at	\$ _____ /LF	\$ _____
4	5,820	LF	24" Solid White Cross Walk (Thermoplastic), complete, in place	\$ _____ /LF	\$ _____
5	1,345	LF	24" Solid White STOP Bars (Thermoplastic), complete, in place	\$ _____ /LF	\$ _____
6	57	EA	8' Stop Legends (Thermoplastic), complete, in place, at	\$ _____ /EA	\$ _____

7	8	EA	SCHOOL Legend (Thermoplastic), complete, in place, at	\$ _____ /EA	\$ _____
8	107	EA	24" x 36" Yield Triangle Markings (Thermoplastic), complete, in place	\$ _____ /EA	\$ _____
9	1	LS	Force Account	\$ _____ /EA	\$ _____

Total Price for 2020 STREET PREVENTATIVE MAINTENANCE	
(Written total bid price)	\$ _____

Bidder Information

COMPANY INFORMATION:

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

COMPANY BACKGROUND

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

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

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

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

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

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

Bidder Information

CONTRACTOR LICENSE INFORMATION:

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

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

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

Bidder Information

DISCLOSURE OF PRINCIPALS:

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

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

b) **Corporation:**

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

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT

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

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

Bidder Name: _____

Authorized Signature: _____

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

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

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

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

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

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

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
County of _____)

_____(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **2020 STREET PREVENTATIVE MAINTENANCE, Bid # 19/20-016**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

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

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

(Printed Name of Contractor/Bidder) Contractor/Bidder: _____
BY: _____
Firm: _____
Address: _____
City: _____
State / Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____
(Signature of Principal) Signature: _____
DATED this _____ day of _____, 2019.

State of Nevada)
) SS.
County of _____)

On this _____ day of _____, in the year 2019, before me,

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

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

Notary's Signature: _____ My commission Expires: _____

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

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

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

Signature _____ Date _____

Local Preference Affidavit

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

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **2020 STREET PREVENTATIVE MAINTENANCE (Bid #19/20-016)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

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

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

By: _____ Title: _____

Signature: _____ Date: _____

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

State of _____)
)ss.
County of _____)

_____ STAMP AND SEAL
Notary Signature

CITY OF SPARKS, NEVADA – 5% Bid Bond

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **19/20-016**, PWP # **wa-2020-082**, for the **2020 STREET PREVENTATIVE MAINTENANCE**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: _____

Principal
By: _____

Surety
By: _____

GENERAL CONDITIONS

General Conditions



GENERAL CONDITIONS

Please Read Carefully

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

Scope of Bid/Proposal: Bids/Proposals are hereby requested for **2020 STREET PREVENTATIVE MAINTENANCE**, as per specifications herein.

The bidder agrees that:

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

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

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

1. Prices:

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

2. Firm Prices:

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

3. Items Offered:

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

4. Brand Names:

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

General Conditions



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

5. Samples:

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

6. Withdrawal of Bids:

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

7. Late Bids, Modifications, or Withdrawals:

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

8. Mistake in Bid:

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

9. Signature:

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

10. Exceptions:

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

11. Confidential Information:

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

12. Quality:

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



13. Litigation Warranty:

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

14. Royalties, Licenses and Patents:

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

15. Performance Standards:

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

16. Americans with Disabilities Act (ADA) Standards:

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

17. Warranties:

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

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

18. Addenda:

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

General Conditions



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

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

19. Specifications to Prevail:

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

20. Taxes:

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

21. Prevailing Wages:

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

Per NRS Sections 338.020 through 338.090, certain projects defined as "public works" require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$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://labor.nv.gov/PrevailingWage/Public_Works/Prevailing_Wages/

Federal "Davis Bacon" wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the "Special Conditions – Federal Requirements" section that will be included in this bid document when such conditions apply. Contractor shall compare the applicable wage rate for each classification used on the project and pay the higher of the two rates (Nevada State Prevailing Wage or Davis Bacon Wage) in each case.

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:

General Conditions



- (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).
- (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.

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

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

27. Indemnification:

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

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

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

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

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

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

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

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.

The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.

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

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

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

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

Commercial General Liability

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

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

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

Minimum Limits of Insurance

\$2,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit

\$10,000 Medical Expense Limit

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

Coverage Form

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



Additional Insured

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

Primary and Non-Contributory

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

Waiver of Subrogation

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

Endorsements

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

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

Electronic Data Liability

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

Railroad Protective Liability

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

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Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

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

Additional Insured

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

Endorsements

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

Waiver of Subrogation.

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

Workers’ Compensation and Employer’s Liability

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

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

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

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer’s Liability by paying all premiums due throughout the entire course of the project.

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

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

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

Minimum Limits of Insurance

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

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

General Conditions



Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor's pollution liability insurance.

If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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

ALL COVERAGES

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

DEDUCTIBLES AND RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to

General Conditions



require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

VERIFICATION OF COVERAGE

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

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

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.
- 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 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, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.

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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.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

29. Safety Program:

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

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

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

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

30. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.

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- (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.

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

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

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

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

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

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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 1-3 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

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

33. Tie Bids:

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

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

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

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

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
 - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest;
 - or
 - (2) Two hundred fifty thousand dollars (\$250,000).

General Conditions



- (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.

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 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.

General Conditions



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.

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.

General Conditions



52. Lawful Performance:

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

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

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

54. Extension:

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

55. Termination:

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

56. Venue:

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

Special Conditions and Specifications (Specific to Project)

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

SPECIAL PROVISIONS
2020 STREET PREVENTATIVE MAINTENANCE
BID # 19/20-016 / PWP# WA-2020-082

These Special Provisions supplement and modify the Standard Specifications for Public Works Construction, 2012 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 Rapid Setting Slurry Seal, installing pavement markings, pre-and post-sweeping 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 2012 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 **twenty-five (25)** scheduled working days from the time of issuance of the Notice to Proceed. **All rapid setting slurry seal shall be placed no later than September 19, 2020.**

Multiple roadways on this project are located within school zones. Washoe County School District 2019/2020 school year ends on June 5, 2020 and the 2020/2021 school year begins on Monday, August 10, 2020. Roadways not completed between June 6, 2020 and August 9, 2020 will be considered an “active” school zone and will require slurry placement to be completed on Saturday’s and striping placement to be completed per the requirements of the Technical Specifications of this project, Section 324. These streets include:

SP1, Area 1- Vance Way, Wellington Way, 12th Street, Xman Way

SP1, Area 2 - O Street, P Street

SP2, Area 2 – Del Rosa Drive, Blossom View Way

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 calendar 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. The Project Coordinator shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans and specifications, acceptable fulfillment of the contract and compensation under the specifications. The Project Coordinator shall determine the amount of work performed and materials furnished, and their decision and estimate shall be final. Their 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 City Engineer.

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

Payment for all bid items shall be paid per planned quantity for each roadway identified in **Appendix A - 2020 Preventative Maintenance Slurry Seal Area** list. The striping will be paid for based upon field measurements for each road identified on the maps. Both the list and maps are included within the project specifications.

SECTION 18: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

Sparks Municipal Code 20.04.005.D restricts construction hours to 7:00 A.M. until 7:00 P.M., Monday through Friday and 9:00 A.M. until 5:00 P.M. on Saturday. For this project, the defined construction hours will be 7:00 A.M. until 7:00 P.M., Monday through Friday unless otherwise required by these specifications or requested by the City Project Coordinator. 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.

The CONTRACTOR shall not perform any contract work on Saturday, Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and approved by the city Project Coordinator and as specified herein.

When directed to work outside of the legally permitted construction hours defined above, the CONTRACTOR shall first obtain approval from the City Project Coordinator at least seventy-two (72) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Saturday or Sunday, he/she shall obtain approval by the Wednesday prior to work on the Saturday or 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 72 hours in advance.

CONTRACTOR shall obtain approval through the Temporary Use Permit (T.U.P.) and pay a fee of one hundred (\$100.00) dollars to work outside of the above legally permitted construction hours. The request shall include justification of how public safety will be enhanced through working outside of the restricted construction hours. Submittal and payment of fees does not guarantee approval.

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

The City of Spark recognizes the following legal Holidays:

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

SECTION 19: SUBMITTALS

Submittals for the following items shall be provided submittals five (5) working days before the preconstruction meeting. Any mix design submittals shall have been performed within the previous 12 months. Two (2) copies of each item should be submitted.

- Type II Rapid Setting Slurry Seal Mix Design
- Pavement Markings – Type II Waterborne Paint
- Pavement Marking - Thermoplastic
- Traffic Control

SECTION 20: TRAFFIC CONTROL PLANS

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

SECTION 21: 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 22: 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 23: 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 24: 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 **with the exception of work** for Monday and Tuesday, notification 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. **Notices shall not be left in mailboxes**, per section DO 41 of the Domestic Mail Manual (DMM).

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.

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, Rapid Setting Slurry Seal operations may resume. Working days will continue to be assessed during the suspension period.

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

Special consideration shall be given to special events located in and around proposed Rapid Setting Slurry Seal placement areas. Tentative Special Events during this time may include but are not limited to:

- Nugget July 4th Fireworks
- Hot August Nights – August 4 - 9, 2020
- Nugget Rib Cook-off – September 2 – September 7, 2020
- Great Reno Balloon Races – September 11 - 13, 2020
- National Championship Air Races – September 16 - 20, 2020

“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.

SECTION 25: MATERIAL TESTING

Testing for the emulsion and slurry aggregate will be provided by the City. Twenty-four (24) hour notice must be given by the CONTRACTOR to the Project Coordinator or Inspector prior to any testing.

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

2020 Street Preventative Maintenance Program

This year the City of Sparks has scheduled approximately 1.5 million square feet 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

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.

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 Name	xxx-xxxx
CITY OF SPARKS	353-2305

Contractor Name

Contractor Address

Contractor License No

Contractor Logo Copy & paste logo in text box

BID ITEM CLARIFICATIONS
2020 STREET PREVENTATIVE MAINTENANCE
BID #19/20-016 / PWP #WA-2020-082

BID ITEM 1 ~ Type II Rapid Setting Slurry Seal

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not be limited to, furnishing all labor, equipment, materials, including sweeping, (pre-and post sweeping) and traffic control, and all incidentals necessary to install Type II rapid setting slurry seal.

The quantities shown in the Bid Schedule are based on pavement management system data, and measurements from aerials. **Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area** list and Slurry Maps showing street locations are included at the end of the Technical Specifications.

Payment for this item will be based on the stated quantity in square feet for each road identified on **Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area** list at the unit price per square foot set forth in the Bid Schedule. Payment for this item is based on the square footage for each road identified on **Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area** list. Application rates above the Minimum Application Rate specified in **Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area** list for the identified road will not result in additional compensation. Application rates below the Minimum Application Rate specified in the list for the identified road will result in either, at the sole discretion of the City of Sparks, (i) a payment deduction; or (ii) a direction by the City of Sparks to Contractor to make additional applications to satisfy the applicable required Minimum Application Rate set forth in **Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area** list at no additional cost to the City of Sparks.

BID ITEM 2 and 3 ~ Install Painted Pavement Markings (Type II Waterborne)

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, installing lane lines, centerlines, and other striping and markings in NDOT Type II waterborne paint for the stop approach and centerlines.

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

Painted Pavement Markings shall be placed per Section 324 of the Technical Specifications for this project.

Payment for this item will be based on the unit bid price for actual quantities measured in the field.

BID ITEM 4 and 5 ~ 24" Wide Solid White Crosswalk and 24" Solid White Stop Bar (Thermoplastic)

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, surface preparation, priming, application, surveying layout, and installing 0.90 mil. Thermoplastic markings (Pre mark or hot tape).

Length of striping is measured from end to end of the line.

Thermoplastic Pavement Markings shall be placed per Section 324 of the Technical Specifications for this project.

Payment for this item will be based on the unit bid price for actual quantities measured in the field.

BID ITEM 6 thru 8 ~ Preformed Pavement Markings (Thermoplastic)

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, install various symbols and words that direct traffic. Typical symbols include, but are not limited to, arrows, handicap, bicyclist, yield triangles, etc. Typical words include, but are not limited to, STOP, SCHOOL, KEEP CLEAR, etc. Work shall include, but not be limited to surface preparation, priming, application, surveying layout, and incidentals necessary for a complete installation.

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

Preformed Pavement Markings shall be placed per Section 324 of the Technical Specifications for this project.

Payment for this item will be based on the unit bid price for actual quantities measured in the field.

BID ITEM 9 ~ 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
2020 STREET PREVENTATIVE MAINTENANCE
BID #19/20-016 / PWP #WA-2020-082**

SECTION 200.02 – AGGREGATES FOR RAPID SETTING SLURRY SEAL

200.02.01 – DESCRIPTION

Rapid Setting Slurry Seal aggregates shall conform to the requirements as shown in these Technical Specifications.

200.02.06 - AGGREGATES FOR RAPID SETTING SLURRY SEAL

General: The mineral aggregate used shall conform to the TYPE II gradation listed below for the particular use of the Rapid Setting Slurry Seal. 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.

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

TYPE II	SIEVE SIZE
	% Passing
3/8 (9.5mm)	100
No. 4 (4.75mm)	90 -100
No. 8 (2.36mm)	65 – 90
No. 16 (1.18mm)	45 – 70
No. 30 (600um)	30 – 50
No. 50 (300um)	18 – 30
No. 100 (150um)	10 – 21
No. 200 (75um)	5 – 15

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

TEST	TEST METHOD	SPECIFICATION
SAND EQUIVALENT	ASTM D2419A	65 min.
PLASTICITY	ASTM D4398	Non-plastic
SOUNDNESS	ASTM C88	10% max using Na ₂ SO ₄ or 15% max using MgSO ₄
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

SECTION 318 – RAPID SETTING SLURRY SEAL

318.01 – 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 Rapid Setting Slurry Seal in accordance with these Technical Specifications or as established by the Engineer.

318.01.01 – RAPID SETTING SLURRY SEAL

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 2020 Street Preventative Maintenance Slurry Seal Maps, as specified in these Technical Specifications, 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.

The Contractor shall have a proven representative that has placed rapid setting slurry seal with a performance period of two (2) years minimum and a performance reference letter from the owner it was placed for. The representative shall provide the City of Sparks with references and a resume stating their experience with the system that will be used on this contract. For the purposes of this contract the definition of system includes the aggregate, asphalt, additives, equipment, and crew placement.

318.02 – MATERIAL

The material for Rapid Setting Slurry Seal 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 Rapid Setting Slurry Seal emulsion. The emulsified asphalt shall be within $\pm 1\%$ of the design emulsion content.

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

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, Degrees F. 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 318.12). 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.

Aggregate: The aggregate shall conform to Section 200.02.06 - Aggregates for Rapid Setting Slurry Seal of these Technical Specifications.

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 Rapid Setting Slurry Seal 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 Rapid Setting Slurry Seal is in place on the pavement. Water shall be potable and compatible with the Rapid Setting Slurry Seal mix from an approved source. The Contractor must ensure compatibility.

Additive: Per the mix design for the Rapid Setting Slurry Seal.

318.02 – MIX DESIGN

1. General

The Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design for Type II Rapid Setting Slurry Seal to be used on the project, a minimum of five (5) working days prior to the preconstruction meeting.

The tests and mix design shall be performed by a certified laboratory capable of performing the applicable International Slurry Seal Association (ISSA) testing. 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

report the findings as outlined in Compositions of Mixtures – 337.07 Slurry Seal and Micro-Surfacing in the Standard Specifications as well as the following information of the emulsion for the Type II Rapid Setting Slurry Seal 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 ² (50 g/ft ²) maximum
Wet Stripping	TB 114	Pass (90% minimum)
Wet Track Abrasion	TB 100	
One-hour soak, loss		538 g/m ² (50 g/ft ²) maximum
Six-day soak, loss		807 g/m ² (75 g/ft ²) 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 Rapid Setting Slurry Seal mixture has proper workability and

- a) will permit traffic without pilot car assisted traffic control on the Rapid Setting Slurry Seal within one hour after placement, and
- b) will prevent development of bleeding, raveling, separation or other distresses within 15 days after placing the Rapid Setting Slurry Seal. However, when ambient temperatures are below 25°C traffic may not be permitted on the Rapid Setting Slurry Seal 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 Rapid Setting Slurry Seal 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.

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

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 .

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.

318.03 – EQUIPMENT

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

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

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 Technical Specifications 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.

The Rapid Setting Slurry Seal mixture shall be spread by means of a spreader box conforming to the following requirements:

1. Spreader Box:

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 Rapid Setting Slurry Seal 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 Rapid Setting Slurry Seal. 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 provided and shall be adjustable. It shall be designed and operated such that a uniform texture is achieved in the finished surface of the Rapid Setting Slurry Seal.

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.

2. Auxiliary Equipment

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

318.04 – 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.

318.05 – 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 Rapid Setting Slurry Seal mixture shall be of proper consistency at all times so as to provide the amount of mixture required by the surface condition. The Rapid Setting Slurry Seal mixture shall be uniformly spread on the existing surface within the rate specified herein:

The minimum application rate of Type II Rapid Setting Slurry Seal shall be per **Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area** list located within the project specifications. No allowance or payment will be made for tonnage applied in excess of the specified application rates.

3. Tolerances

Tolerances for individual materials as well as the Rapid Setting Slurry Seal 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%.

318.06 – LIMITATIONS

1. Weather

The Rapid Setting Slurry Seal shall not be applied unless both the pavement and air temperatures are 55°F (13°C) and rising. *The Rapid Setting Slurry Seal shall not be applied when the air temperature is over 100°F (38°C).* No Rapid Setting Slurry Seal shall be applied when there is danger that the finished product will freeze before 24 hours has passed. No Rapid Setting Slurry Seal shall be applied when precipitation is imminent. No Rapid Setting Slurry Seal 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 Rapid Setting Slurry Sealed roadways before 5:00 PM unless otherwise approved by the Project Coordinator.

318.07 – PREPARATION OF THE SURFACE

Immediately prior to applying the Rapid Setting 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.

Removals shall be done in such a manner that the underling surface shall sustain minimal scaring, gouging or damage. Should the surface be damaged, the City of Sparks Project Coordinator may request a leveling course of slurry seal be placed prior to the placement of the final slurry seal at no additional cost to the contract.

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 324.09 of the Standard Specification.

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 Rapid Setting Slurry Seal operations begin.

3. Utility Protection

Immediately before commencing the Rapid Setting Slurry 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.**

318.08 – APPLICATION OF RAPID SETTING SLURRY 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 shall be per the Special Provisions for this project, Section 18.

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 Rapid Setting Slurry Seal mixture shall be of the desired consistency upon leaving the pugmill and no additional materials shall be added. A sufficient amount of Rapid Setting Slurry Seal 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 Rapid Setting Slurry Seal from damage from traffic until such time that the mixture has cured sufficiently so that the Rapid Setting 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 Rapid Setting Slurry Seal. 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 Rapid Setting 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 three inches (3") shall be allowed for overlap of longitudinal lane line joints.**

3. Mix Stability

The Rapid Setting Slurry Seal mixture shall possess sufficient stability so that premature breaking of the Rapid Setting 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 Rapid Setting Slurry Seal machine shall be surfaced using hand squeegees to provide complete and uniform Rapid Setting Slurry Seal coverage. The area to be hand worked shall be lightly dampened prior to mix placement and the Rapid Setting Slurry Seal 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 Rapid Setting 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 initially 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 Rapid Setting Slurry Seal for a period of 21 days after placement. **All surface treated streets, including cul-de-sacs on the project will require a minimum of two (2) post sweeps at 7-day and 21-day intervals after placement. Sweeping is not limited to the street surface only. Sweeping also includes driveways, pedestrian ramps, side streets, and sidewalks. The use of a hand blower, hand broom or other equipment in addition to a pick-up broom may be required as directed by the City Project Coordinator.**

Subsequent sweeping after 21 days if required by the City of Sparks Project Coordinator shall also be included and considered incidental to this item.

7. Skid Resistance

The Rapid Setting Slurry Seal 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 City 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.

8. Traffic Ready

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

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 Rapid Setting Slurry Seal, or other suitable methods, approved by the Project Coordinator, used to avoid double placement of Rapid Setting Slurry Seal. 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.

318.09– MEASUREMENT

The quantity of slurry seal applied shall be measured by the planned quantity per square footage of area as set forth in **Appendix A - 2020 Street Preventative Maintenance Slurry Area** list. Application rates of rapid setting slurry seal shall be verified by dry weight tonnage. The dry tonnage quantities shall check within 3% of all the following two (2) methods of verifying tonnage before payment is made:

- 1) Tonnage by square feet (ft²) covered. (revolution counts).
- 2) Tonnage by material hauled in and used. (source tickets)

***Dry weight shall be defined as the weight of aggregate delivered to the site from an approved source with a moisture range between 2 and 5 percent

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

Application rates for emulsion and aggregate will be verified by certified weight tags from a public weigh master for each delivery of emulsion and aggregate to the project.

1. The application, mixing and spreading of the slurry seal shall be measured in tons, based on the actual measurement in the field (revolution counts).
2. The aggregate shall be measured on a per ton basis. Tonnage tickets shall be delivered to the Engineer daily with pit log (stock piles)
3. The asphaltic emulsion shall be measured on a per ton basis.
4. 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 work day, 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 a.m. to 3:00 p.m. each working day. The weight tags for the emulsion and the aggregate shall be delivered to the Engineer 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 Engineer 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.

318.10 – BASIS OF PAYMENT

Payment for slurry seal shall be in the contract price bid for “Type II Rapid Setting Slurry Seal, complete and in place”

Payment for the accepted quantity of slurry seal will be based on the stated quantity in square feet for each road identified in Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area list at the unit price per square foot in the Bid Schedule. Payment for this item is based on the square footage for each road identified in Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area list. Application rates above the Minimum Application Rate specified in Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area list for the identified road will not result in additional compensation. Application rates below the Minimum Application Rate specified in Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area list for the identified road will result in either, at the sole discretion of the Project Coordinator, (i) a payment deduction; or (ii) a direction by the Project Coordinator to contractor to make additional applications to satisfy the applicable required Minimum Application Rate set forth in Appendix A - 2020 Street Preventative Maintenance Slurry Seal Area list at no additional cost to the City of Sparks.

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

318.11 – DEVIATIONS OF AGGREGATE AND/OR ASPHALTIC EMULSION FROM THE RATES SPECIFIED.

318.11.01 – Emulsion – Sampling /Deviations

During the Rapid Setting Slurry 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.

318.11.02 – 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 324 – PAINTING, PAVEMENT STRIPING AND MARKINGS

324.02 – MATERIALS

324.02.01 Painted Pavement Markings (Type II Waterborne)

1. Painted Pavement Markings (traffic paint) shall be in accordance with Section 636 of the latest edition of “Standard Specifications for Road and Bridge Construction” published by the State of Nevada, Department of Transportation (NDOT) with the following exceptions:
 - a. Painted Pavement Markings (traffic paint) shall be striped to the width and length of the final plan for each stripe.
 - b. Painted Pavement Marking will be placed a minimum of 48-hours (2-days) after completion of the slurry seal but will be completed no later than 21 days after slurry seal completion with the exceptions of active school zones.
 - c. Active school zones shall be placed a minimum of 48-hours (2-days) after completion of the slurry seal but will be completed no later than 96-hours (4-days) after completion of the slurry seal.
 - d. All traffic paint shall have two (2) coats per application with a minimum dry thickness of 10 Mil (0.010) per coat. The final dry thickness of both the first and second coat of paint shall be a minimum of 20 Mil’s of the designated material placed. The second coat of paint may be placed once the first coat is completely dry to the touch unless otherwise directed by the Project Coordinator.
 - e. Glass beads shall be placed on each coat of painted pavement markings.
 - f. Surface shall be swept prior to placement of any painted pavement marking.

324.02.02 Thermoplastic Pavement Marking

1. Preformed Thermoplastic Pavement Marking shall be in accordance with Section 634 and Section 732 of the 2001 edition of “Standard Specifications for Road and Bridge Construction” published by the State of Nevada, Department of Transportation (NDOT) with the following exceptions:
 - a. All thermoplastic pavement markings will be 0.090 inches thick with the exception the markings for the Bike Lanes which will be 0.075 inches thick.
 - b. Prior to placement of the thermoplastic pavement markings, the existing surface shall be pre-heated.
 - c. Thermoplastic Pavement Marking will be placed a minimum of 48-hours (2-days) after completion of the slurry seal but will be completed no later than 21 days after slurry seal completion with the exceptions of active school zones.
 - d. Active school zones shall be placed a minimum of 48-hours (2-days) after completion of the slurry seal but will be completed no later than 96-hours (4-days) after completion of the slurry seal.
 - e. Extruded Thermoplastic Pavement Markings shall **NOT** be allowed.

324.09 – TEMPORARY PAVEMENT STRIPING

Yellow reflective tabs shall be placed at the beginning and end of all solid and double yellow lines and separated at 50-foot intervals, or as directed by the Project Coordinator. Reflector tabs shall be placed on a clean and dry surface before the Rapid Setting Slurry Seal is placed. All reflector tabs shall be cleaned of slurry and maintained by Contractor during the project. Stop bar reflective tabs shall be white in color.

The Contractor shall provide and maintain temporary and permanent pavement markings in accordance with the MUTCD Part VI.

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

- a. Solid and Double yellow lines – place two (2) markers side by side with a 4-inch separation between at 50-foot intervals.
- b. Stop Bar – place one (1) marker on each side of stop bar, across travel lanes.

324.13 – MEASUREMENT OF QUANTITIES AND BASIS OF PAYMENT

Refer to Bid Item Clarification

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 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.

340 TRAFFIC CONTROL

340.01 Description. This work shall consist of furnishing all materials, equipment and labor to maintain proper traffic routing, parking control, access to all residences and businesses, and public safety for the duration of the project. All construction traffic control plans shall conform to the latest editions of Part VI of the MUTCD. All signs and barricades shall conform to Section 332 of the Standard Specifications, these Technical Specifications, Part VI of the MUTCD, where applicable.

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.

The Contractor shall provide a minimum of four (4) certified 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. **Flaggers must not control the intersection with the signal in full operation.**

Traffic control signs shall include the names of the streets involved for detour or closure. 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.

“Road Construction Ahead” signs shall be replaced with either the Road Work Ahead sign (W20-1). No “Road Construction Ahead” signs shall be allowed on the project.

All streets shall be open for normal traffic movement during night time and weekend periods, unless previously approved by the City Engineer. The closure of any two adjacent parallel streets at the same time is prohibited. A street will be considered closed to through traffic if it is barricaded, or a closed sign is posted on any portion of the street, including intersections of crossing streets.

The storage of construction materials within the public streets and alleys during nighttime and weekend periods is prohibited.

A minimum of two (2) working days written notification shall be given to Police and Fire Departments, paramedic/ambulance services, Waste Management, and the Project Coordinator, of planned street closures and when parking restrictions are required. Where work is being performed along RTC bus routes, the Regional Transportation Commission shall also be notified in similar fashion. Such notification shall be made separately for each work site and shall be made each time work commences at that site when operations are intermittent. This notification shall state the date work will commence and the hours and days to be worked. When construction will necessitate traffic control affecting access to any hospital, forty-eight (48) hours notification and coordination will be given in person mutually by the Contractor and the Project Coordinator.

The Police Department will not enforce parking restrictions. A "No Parking" notification, supplied by the Contractor, shall be applied only as and when needed, and shall be removed unless absolutely necessary.

Prior to the start of construction, the Contractor must have a Traffic Control plan approved by the Project Coordinator.

Any signs, barricades, or barriers which are necessary for night time hours or poor visibility shall utilize warning lights as specified in Part VI of the MUTCD.

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

The Contractor shall notify Sparks Dispatch (775.353.2231) 24 hours prior to any scheduled detour.

The Contractor shall be responsible for Traffic Control until such time as any street markings eradicated by the work are replaced with permanent markings. The Contractor shall be required to provide and install any temporary pavement markings as required and these shall conform to spacing and other requirements as established by the City.

The approval by the Project Coordinator of the submitted Traffic Control Plan shall in no way relieve the Contractor of his responsibility for safety requirements.

Failure to comply with any specification herein or with direction from the Project Coordinator may result in a stoppage of work until compliance is restored.

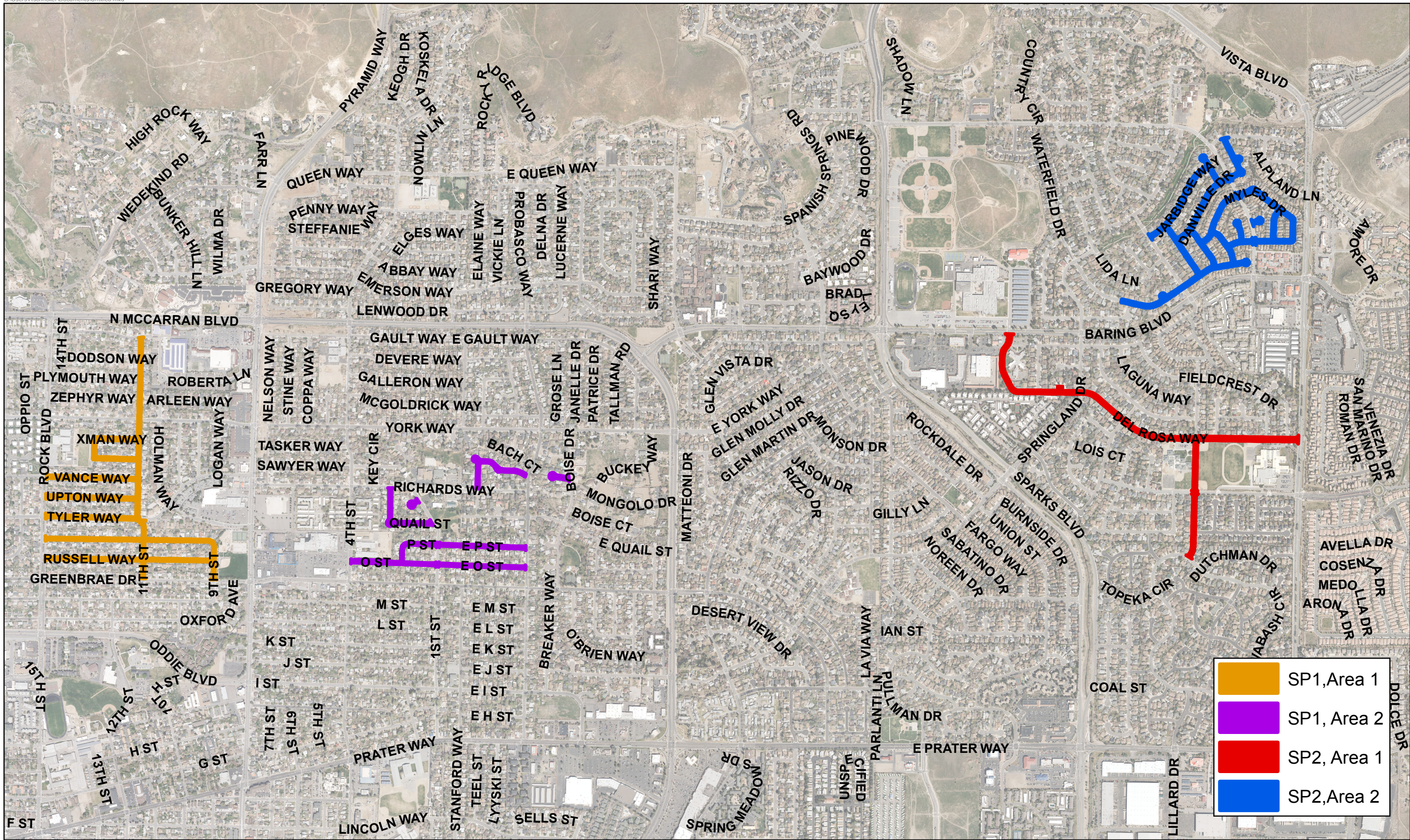
340.12 – BASIS OF PAYMENT





No direct payment will be made for placing and maintaining temporary traffic control throughout the course of the project. Compensation for this work shall be included in Bid Item 1, “Type II Rapid Setting Slurry Seal, complete, in place at”

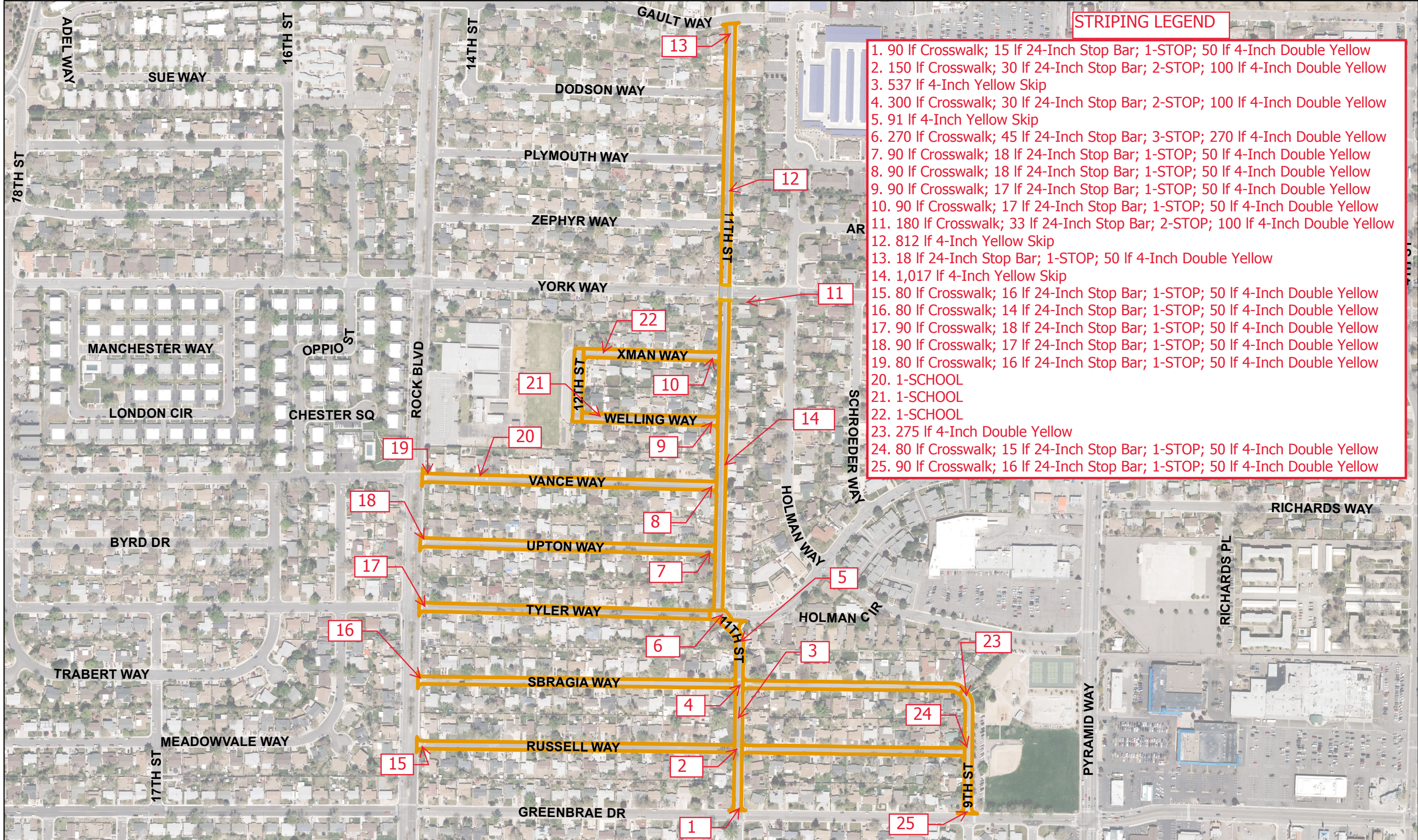
**APPENDIX A
2020 Street Preventive Maintenance -Slurry Seal Area**



Roadway Name	From	To	Original Area (ft ²)	Treatment Type	Application Rate
SP1 - AREA 1					
11TH ST	S/E TYLER WAY	GAULT WAY	76,626	Type 2 Rapid Setting Slurry Seal	12
11TH ST	GREENBRAE DR	S/E TYLER WAY	22,558	Type 2 Rapid Setting Slurry Seal	12
12TH ST	S/E WELLING WAY	N/E XMAN WAY	10,188	Type 2 Rapid Setting Slurry Seal	12
9TH ST	N/E GREENBRAE	SBRAGIA WAY	14,935	Type 2 Rapid Setting Slurry Seal	12
RUSSELL WAY	ROCK BLVD	9TH ST	60,900	Type 2 Rapid Setting Slurry Seal	12
SBRAGIA WAY	ROCK BLVD	9TH ST	60,900	Type 2 Rapid Setting Slurry Seal	12
TYLER WAY	ROCK BLVD	11TH ST	37,950	Type 2 Rapid Setting Slurry Seal	12
UPTON WAY	ROCK BLVD	11 ST	37,851	Type 2 Rapid Setting Slurry Seal	12
VANCE WAY	ROCK BLVD	11 ST	37,785	Type 2 Rapid Setting Slurry Seal	12
WELLING WAY	12TH ST	11TH ST	17,424	Type 2 Rapid Setting Slurry Seal	12
XMAN WAY	12TH ST	11TH ST	17,424	Type 2 Rapid Setting Slurry Seal	12
SP1 - Area 1 - Type 2 Total			394,541		
SP1 - AREA 2					
3RD ST	S/E QUAIL ST	RICHARDS WAY	17,472	Type 2 Rapid Setting Slurry Seal	12
ARNDELL WAY	KIM WAY	PROBASCO WAY	23,002	Type 2 Rapid Setting Slurry Seal	12
KIM WAY	RICHARDS WAY	ARNDELL WAY	16,489	Type 2 Rapid Setting Slurry Seal	12
O ST	4TH ST	W/E 1ST	36,189	Type 2 Rapid Setting Slurry Seal	11
O ST	E/E 1ST ST	E. O ST	7,946	Type 2 Rapid Setting Slurry Seal	12
E O ST	O ST	PROBASCO WAY	24,012	Type 2 Rapid Setting Slurry Seal	12
E P ST	P ST	PROBASCO WAY	24,012	Type 2 Rapid Setting Slurry Seal	12
P ST	O ST	E P ST	26,332	Type 2 Rapid Setting Slurry Seal	12
PASCUS PL	BOISE DR	CUL DE SAC	12,188	Type 2 Rapid Setting Slurry Seal	12
QUAIL ST	E/E 3RD ST	1ST ST	17,127	Type 2 Rapid Setting Slurry Seal	12
RUGBY CIR	1ST ST	CUL DE SAC	7,026	Type 2 Rapid Setting Slurry Seal	11
SP1 - Area 2 - Type 2 Total			211,795		
SP2 - AREA 1					
BLOSSOM VIEW DR	WABASH LN	DEL ROSA WAY	58,305	Type 2 Rapid Setting Slurry Seal	12
DEL ROSA WAY	SORENSEN WAY	W/E SPRINGLAND DR	42,144	Type 2 Rapid Setting Slurry Seal	12
DEL ROSA WAY	E/E SPRINGLAND DR	W/E BLOSSOM VIEW DR	62,868	Type 2 Rapid Setting Slurry Seal	12
DEL ROSA WAY	E/E BLOSSOM VIEW DR	VISTA BLVD	62,867	Type 2 Rapid Setting Slurry Seal	13
SORENSEN WAY	DEL ROSA WAY	BARING BLVD	27,885	Type 2 Rapid Setting Slurry Seal	12
SP2 - Area 1 - Type 2 Total			254,069		
SP2 - AREA 2					
CATHAM CT	CATHAM LN	CUL DE SAC	11,913	Type 2 Rapid Setting Slurry Seal	11
CATHAM LN	SCARBOROUGH ST	SHADOW LN	12,285	Type 2 Rapid Setting Slurry Seal	11
CATHAM LN	E/E SHADOW LN	W/E MYLES DR	17,472	Type 2 Rapid Setting Slurry Seal	11
CHATTERLEY LN	CHILCOOT DR	SHADOW LN	30,264	Type 2 Rapid Setting Slurry Seal	11
CHILCOOT DR	WATERFIELD DR	DANVILLE DR	21,372	Type 2 Rapid Setting Slurry Seal	11
CLOVERDALE DR	WATERFIELD DR	JARBIDGE WAY	28,665	Type 2 Rapid Setting Slurry Seal	11
DANVILLE DR	CLOVERDALE DR	GOOD HOPE LN	49,511	Type 2 Rapid Setting Slurry Seal	11
GOOD HOPE LN	N/E DANVILLE DR	DEEP CREEK DR	20,522	Type 2 Rapid Setting Slurry Seal	11
JARBIDGE WAY	ROUND MOUNTAIN RD	SILVERHORN LN	45,708	Type 2 Rapid Setting Slurry Seal	11
MYLES DR	S/E CATHAM LN	SHADOW LN	45,630	Type 2 Rapid Setting Slurry Seal	11
SCARBOROUGH ST	WATERFIELD DR	CHATTERLEY LN	18,915	Type 2 Rapid Setting Slurry Seal	11
SHADOW CT	SHADOW LN	CUL DE SAC	6,687	Type 2 Rapid Setting Slurry Seal	11
SILVERHORN LN	DANVILLE DR	CDS	17,093	Type 2 Rapid Setting Slurry Seal	11
SOUTH COTTAGE ST	CATHAM LN	MYLES DR	15,210	Type 2 Rapid Setting Slurry Seal	11
WATERFIELD DR	W/E CHILCOOT DR	64' NORTH OF W/E RIDGELAND	49,803	Type 2 Rapid Setting Slurry Seal	11
WATERFIELD DR	CDS	W/E CHILCOOT DR	19,871	Type 2 Rapid Setting Slurry Seal	11
SP2 - Area 2 - Type 2 Total			410,921		



	SP1, Area 1
	SP1, Area 2
	SP2, Area 1
	SP2, Area 2



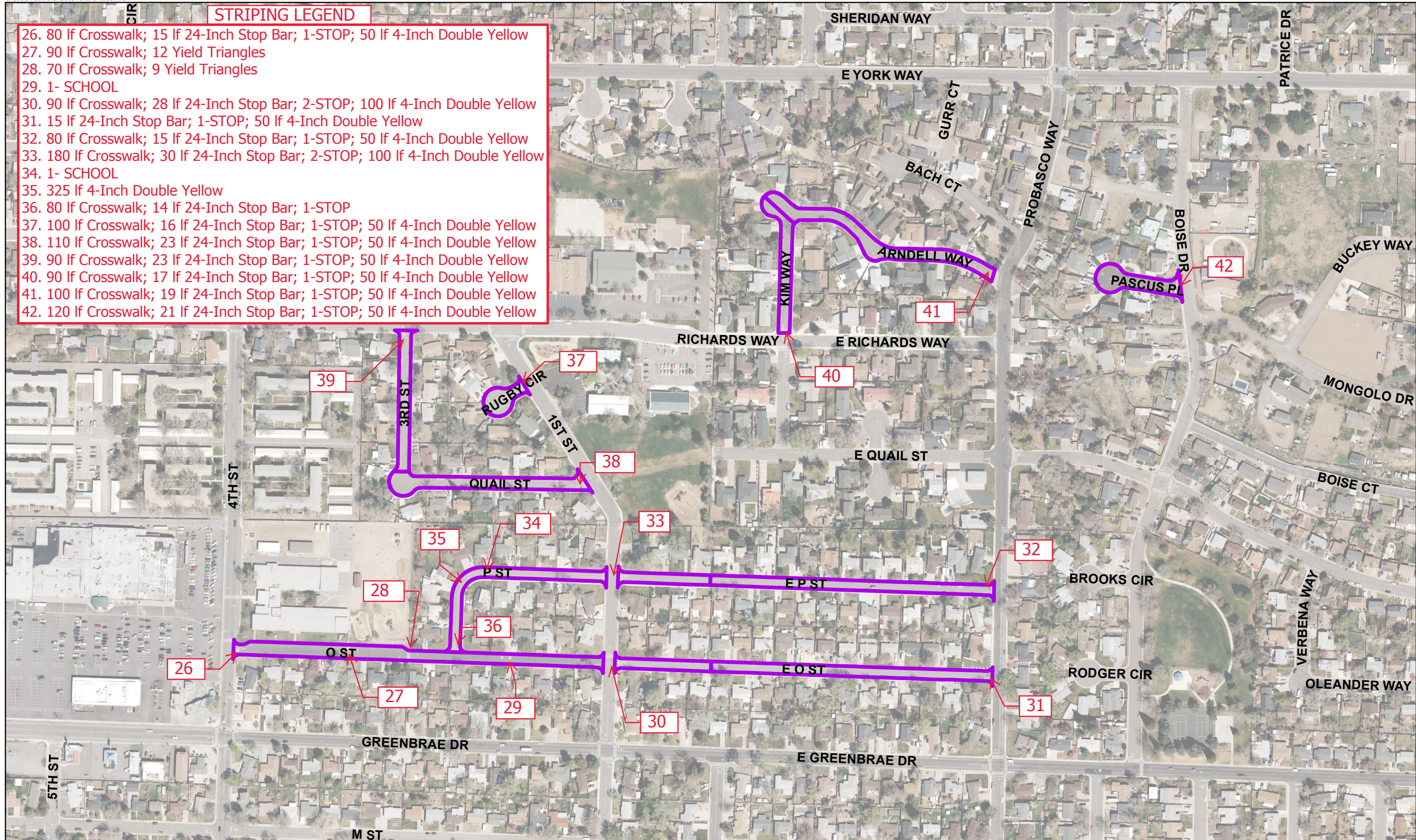
STRIPING LEGEND

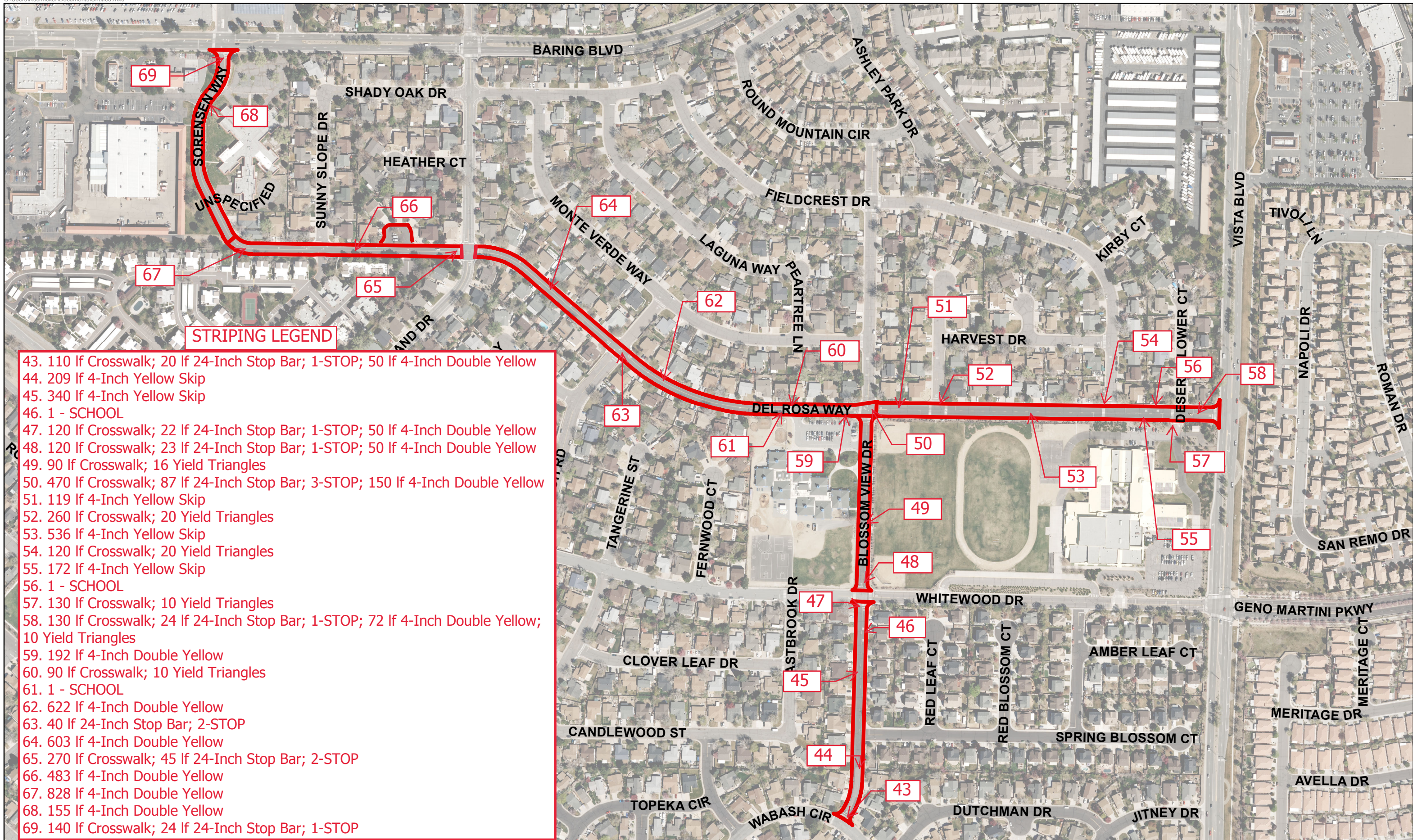
1. 90 lf Crosswalk; 15 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
2. 150 lf Crosswalk; 30 lf 24-Inch Stop Bar; 2-STOP; 100 lf 4-Inch Double Yellow
3. 537 lf 4-Inch Yellow Skip
4. 300 lf Crosswalk; 30 lf 24-Inch Stop Bar; 2-STOP; 100 lf 4-Inch Double Yellow
5. 91 lf 4-Inch Yellow Skip
6. 270 lf Crosswalk; 45 lf 24-Inch Stop Bar; 3-STOP; 270 lf 4-Inch Double Yellow
7. 90 lf Crosswalk; 18 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
8. 90 lf Crosswalk; 18 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
9. 90 lf Crosswalk; 17 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
10. 90 lf Crosswalk; 17 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
11. 180 lf Crosswalk; 33 lf 24-Inch Stop Bar; 2-STOP; 100 lf 4-Inch Double Yellow
12. 812 lf 4-Inch Yellow Skip
13. 18 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
14. 1,017 lf 4-Inch Yellow Skip
15. 80 lf Crosswalk; 16 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
16. 80 lf Crosswalk; 14 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
17. 90 lf Crosswalk; 18 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
18. 90 lf Crosswalk; 17 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
19. 80 lf Crosswalk; 16 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
20. 1-SCHOOL
21. 1-SCHOOL
22. 1-SCHOOL
23. 275 lf 4-Inch Double Yellow
24. 80 lf Crosswalk; 15 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow
25. 90 lf Crosswalk; 16 lf 24-Inch Stop Bar; 1-STOP; 50 lf 4-Inch Double Yellow



STRIPING LEGEND

- 26. 80 If Crosswalk; 15 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 27. 90 If Crosswalk; 12 Yield Triangles
- 28. 70 If Crosswalk; 9 Yield Triangles
- 29. 1- SCHOOL
- 30. 90 If Crosswalk; 28 If 24-Inch Stop Bar; 2-STOP; 100 If 4-Inch Double Yellow
- 31. 15 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 32. 80 If Crosswalk; 15 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 33. 180 If Crosswalk; 30 If 24-Inch Stop Bar; 2-STOP; 100 If 4-Inch Double Yellow
- 34. 1- SCHOOL
- 35. 325 If 4-Inch Double Yellow
- 36. 80 If Crosswalk; 14 If 24-Inch Stop Bar; 1-STOP
- 37. 100 If Crosswalk; 16 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 38. 110 If Crosswalk; 23 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 39. 90 If Crosswalk; 23 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 40. 90 If Crosswalk; 17 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 41. 100 If Crosswalk; 19 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 42. 120 If Crosswalk; 21 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow





STRIPING LEGEND

- 70. 42 If 24-Inch Stop Bar; 2-STOP; 100 If 4-Inch Double Yellow
- 71. 24 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 72. 24 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 73. 23 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 74. 23 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 75. 270 If Crosswalk; 44 If 24-Inch Stop Bar; 2-STOP; 100 If 4-Inch Double Yellow
- 76. 25 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 77. 25 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 78. 47 If 24-Inch Stop Bar; 2-STOP; 100 If 4-Inch Double Yellow
- 79. 22 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 80. 20 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 81. 24 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 82. 22 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 83. 22 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 84. 22 If 24-Inch Stop Bar; 1-STOP; 50 If 4-Inch Double Yellow
- 85. 23 If 24-Inch Stop Bar; 50 If 4-Inch Double Yellow
- 86. 280 If Crosswalk; 45 If 24-Inch Stop Bar; 2-STOP; 100 If 4-Inch Double Yellow



Forms

(to be used following award of bid)

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



PROJECT TITLE

BID #

PWP#

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

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

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

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

2. Payment for Project Services

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

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



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

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

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

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

3. Time for Completion:

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

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

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

4. No Unlawful Discrimination:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation,



apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of these provisions by Contractor shall constitute a material breach of contract. In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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

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

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

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



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

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

8. Prevailing Wages:

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

The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. 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.

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

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

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



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

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

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

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

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

9. Acceptance by the City:

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

10. Waiver:

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

11. Notices:

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



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

CONTRACTOR:

12. Arbitration:

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

13. Jurisdiction and Venue:

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

14. Indemnification:

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

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



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5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

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

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

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

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

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

15. Licenses and Permits:

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

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

16. Insurance:

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

The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.

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



meet the following minimum specifications:

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

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

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

Commercial General Liability

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

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured’s completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability



arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$2,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit

\$10,000 Medical Expense Limit

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

Coverage Form

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

Additional Insured

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

Primary and Non-Contributory

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

Waiver of Subrogation

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



Endorsements

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

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

Electronic Data Liability

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

Railroad Protective Liability

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

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

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages



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

Endorsements

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

Waiver of Subrogation.

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

Workers' Compensation and Employer's Liability

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

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

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

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

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



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

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

Minimum Limits of Insurance

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

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

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor's pollution liability insurance.

If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least



three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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

ALL COVERAGES

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

DEDUCTIBLES AND RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.



VERIFICATION OF COVERAGE

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

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

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

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

- C. **Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

- 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 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, and such coverage and limits



required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.

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.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

18. Material Breach of Contract:

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

19. Force Majeure:

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

20. Termination:

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



21. Assignment:

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

22. Entire Contract:

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

23. Severability:

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

24. Headings:

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

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

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

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

26. Execution:

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



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

(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Ronald E. Smith, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

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 **CONTRACTORNAME** hereinafter designated as the "Principal" a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **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 **WRITTENAMOUNT** dollars (**\$AMOUNT**), 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 **WRITTENAMOUNT** dollars (**\$AMOUNT**), 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 **CONTRACTORNAME** hereinafter designated as the “Principal” a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **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 **WRITTENAMOUNT** dollars (\$**AMOUNT**), 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 _____