

**BID FOR
FY26 SANITARY SEWER MANHOLE REHABILITATION
PROJECT**

BID # 25/26-009

PWP # WA-2026-203

BIDS DUE NOT LATER THAN: 1:45 PM ON APRIL 15, 2026

PUBLIC BID OPENING: 2:00 PM ON APRIL 15, 2026

[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
FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT
BID #25/26-009 / PWP# WA-2026-203**

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 APRIL 15, 2026**. 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. Due to hybrid schedules and staff reductions, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Purchasing Office will receive bids in the lobby of City Hall beginning at 1PM on APRIL 15, 2026. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON APRIL 15, 2026**, via Microsoft Teams video/audio conferencing. Meeting # 265 765 249 554 34. Meeting Passcode: 2F9FW9uD with a direct link of: <https://teams.microsoft.com/meet/26576524955434?p=n85tsXO040fyehSD0N>

PROJECT DESCRIPTION: Application of an Impervious Structural Coating in 77 manholes that have been identified to have significant inflow and infiltration (I&I). Bypass pumping of sanitary sewer flows is required to allow for application of the Coatings.

PRE-BID MEETING: A **NON-MANDATORY** pre-bid meeting will be held at **1:00 PM ON MARCH 26, 2026**, via Microsoft Teams video/audio conferencing. Meeting # 290 567 538 013 94. Meeting Passcode: X7u2Py9h with a direct link of: <https://teams.microsoft.com/meet/29056753801394?p=xcAdNoRQjyQR11D3Ww>

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://portal.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 City Engineer at asosa@cityofsparks.us or at (775) 353-7809 The individual responsible for coordinating this bid is: Amber Sosa P.E., City Engineer

Reno Gazette Journal Legal Notices Section
Publish Date: March 11, 2026
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: FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT

BID #25/26-009 / PWP# WA-2026-203

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	Lump Sum (LS)	Mobilization and Demobilization	/LS	\$
2	1	Lump Sum (LS)	Temporary Traffic Control	/LS	\$
3	1	Lump Sum (LS)	Sewer Bypassing and Diversion	/LS	\$
4	603	Vertical Foot (VF)	48-inch Diameter Manhole Rehabilitation	/VF	\$
5	270	Vertical Foot (VF)	60-inch Diameter Manhole Rehabilitation	/VF	\$
6	1	Lump Sum (LS)	Contingency and Force Account Items	\$50,000.00/LS	\$50,000.00
Total Price for FY26 Sanitary Sewer Manhole Rehabilitation Project					
\$ _____ (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:

Awarded Contract Information

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

COMPANY INFORMATION:

Company Name:
Authorized Name:
Title:
Individual E-Mail Address:
Telephone Number including area code:
Mailing Address:

**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 **FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT**, Bid # **25/26-009**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

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

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

	Contractor/Bidder:
(Printed Name of Contractor/Bidder)	BY: _____
	Firm: _____
	Address: _____
	City: _____
	State / Zip Code: _____
	Telephone Number: _____
	Fax Number: _____
	E-mail Address: _____
(Signature of Principal)	Signature: _____
	DATED this _____ day of _____, 2025.

State of Nevada)
) SS.
 County of _____)

On this _____ day of _____, in the year 2025, 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)

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

Signature _____ Date _____

CITY OF SPARKS, NEVADA – 5% Bid Bond

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # Bid # **25/26-009**, PWP # **WA-2026-203**, for the **FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT**.

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 **FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT**, 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.

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

General Conditions



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

General Conditions



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 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.

General Conditions



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:

https://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. Apprenticeship Utilization Act:

General Conditions



Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Bidder acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Bidder acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

23. Conflict of Interest:

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

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

24. 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.

25. 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.



26. 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.

27. 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.

28. 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:

General Conditions



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

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

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

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

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

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

29. 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

General Conditions



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

General Conditions



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

General Conditions



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

General Conditions



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

General Conditions



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

General Conditions



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

General Conditions



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.

30. 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.

31. Award of Contract:

General Conditions



- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

32. 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.

33. 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.

General Conditions



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

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

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

34. 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.

35. 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>).

General Conditions



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- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
 - (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
 - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
 - (2) Two hundred fifty thousand dollars (\$250,000).
 - (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
 - (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
 - (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
 - (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

36. 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.

37. 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.

38. 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

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number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. Vendor Workplace Policies

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

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

45. Business License Requirement:

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

46. City Provisions to Prevail:

General Conditions



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 CONDITIONS
FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT
BID# 25/26-009 / PWP# WA-2026-203

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

SECTION 1: SCOPE OF WORK

The work performed under this contract consists of but is not limited to: Perform Sanitary Sewer Rehabilitation (stopping infiltration followed by coating) of 77 manholes that have been identified to have significant inflow and infiltration (I&I), include traffic control, public notification, and managing the flow of sewage. All manholes are within the City limits of the City of Sparks, Washoe County, Nevada, and is more specifically designated in the plans for this project. The location of the work is within the City limits of the City of Sparks, Washoe County, Nevada. For use in determining proper prevailing wage rates, the project is approximately 10 miles from the City of Reno Court House.

SECTION 2: SPECIAL PROVISIONS

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

SECTION 3: STANDARD SPECIFICATIONS AND DETAILS

All materials furnished and work performed shall be done in accordance with the most current edition of the City of Sparks "Standard Details" located on the City's website: www.cityofsparks.us. For any work not specifically covered by the City's "Standard Details", the contractor shall refer to the "Standard Details for Public Works Construction" (Orange Book), and any revisions thereto if not covered or amended by the Special Provisions.

SECTION 4: NOTICE TO PROCEED

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.

SECTION 5: WORKING DAYS

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

SECTION 6: LIQUIDATED DAMAGES

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City:

- ONE THOUSAND DOLLARS (\$1,000.00) for each and every working day delay after the one hundred eightieth calendar day completion time limit.

In finishing the work in excess of the number of working days prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges. The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

SECTION 7: EXCUSABLE DELAYS

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

SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS

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

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

SECTION 9: AUTHORITY OF THE PROJECT MANAGER AND INSPECTOR

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

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

SECTION 10: CHANGE ORDERS

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

SECTION 11: COOPERATION WITH OTHER CONTRACTORS

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

SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS

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

SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS

The CONTRACTOR will confine his operations within the limitations of permanent easements, existing City of Sparks easements, or limits if shown in the contract documents. If the CONTRACTOR's operations result in damage to any publicly or privately-owned facilities, including outside the limitations of the easements, 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.

Construction activities and disturbances in the undeveloped (open space) areas shall be maintained within a 20-foot corridor (10 foot either side of structure). All disturbances caused by the construction activities shall be returned to state matching existing conditions or better.

SECTION 14: PROTECTION OF EXISTING UTILITIES

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

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 actually made and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The various quantities of repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary quantities as may be necessary.

SECTION 16: PRECONSTRUCTION CONFERENCE

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

SECTION 17: MEASUREMENT FOR PAYMENT

Whenever possible, the actual quantities installed, or work performed on any project shall be measured on the site of the work by a crew composed of both the CONTRACTOR and the Project Manager or Inspector. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the Department shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the Project Manager or Inspector participating on the combined crew. In the

event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the Project Manager or Inspector.

SECTION 18: PRE/POST-CONSTRUCTION WALK-THRU

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

The CONTRACTOR will be required to video the entire project area to any construction, including all effected properties and staging locations. This video will be provided to the City. Areas near the property lines, back of sidewalk and driveways, landscaping, mow strips, fences and edging should be filmed in great detail to avoid any damage or disputes with property owners. The CONTRACTOR will be required to replace and or repair all areas that damaged by construction activities. Areas that are in question or concern should be noted on the video and the contractor should notify the Project Manager or inspector.

SECTION 19: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

Sparks Municipal Code 20.04.005.D restricts construction hours to 5:00 A.M. until 7:00 P.M., Monday through Friday and 8:00 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.

Work outside of the 7:00 A.M. until 7:00 P.M. will be allowed in areas where the manhole is not within a paved street; however, the timing of this work must still be coordinated with the City Project Manager.

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) and Consultant'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,

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
June 19	Juneteenth
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 20: SUBMITTALS

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

- Traffic Control Plans
- Sewage Bypass and Diversion Plans (bypass and/or flow-through plugs) per Contract Documents
- Coating systems per Contract Documents
- Safety Plan, including working around live sewage and within permit-required confined spaces

SECTION 21: TEMPORARY TRAFFIC CONTROL

The Contractor shall provide Temporary Traffic Control for all work areas to maintain safe pedestrian and vehicular traffic and comply with Americans with Disabilities Act regulations for access to all residential and commercial property unless written approval is otherwise obtained from the property owner allowing for reduced access.

All traffic control shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and as directed by the City of Sparks Community Services Department.

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

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

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

- Proposed construction zone and existing speed limits
- All construction signing
- Message board locations
- Location of flaggers
- Types and locations of traffic control devices
- Temporary lane striping
- Construction phasing

- Lane crossovers between construction phases
- Method for maintaining traffic signal functions
- Special events accommodations
- Detours
- Accommodations for pedestrian, bicycle, and transit facilities

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

The Project Manager may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the CONTRACTOR. During such a suspension, the CONTRACTOR shall make passable and shall open to two-way traffic all portions of the project. The maintenance, replacement or renewal of any work or materials lost or damaged during the period of suspension shall be at the expense of the CONTRACTOR.

During non-working hours, the CONTRACTOR shall make passable and shall open to two-way traffic all portions of the project.

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

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

For this project, existing roadways shall maintain one lane of traffic at all times. Flaggers may be required if Project Manager or the Inspector believes it is needed due to current activity or traffic safety. Failure to comply with Flagger requirements will result in an immediate shut down of all construction activity. Work will resume when the flagger requirement has been satisfied.

SECTION 22: CLEANUP AND DUST CONTROL

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

All construction procedures shall conform to Washoe County Health Department Air Quality Management Division standards.

Excess in public streets shall be removed from the site immediately. At no time will the contractor be allowed to store debris or materials on the street overnight. At no time shall the CONTRACTOR permit disposal of trash in any excavation.

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

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

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

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

SECTION 23: FORCE ACCOUNT

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

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

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

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

SECTION 24: 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 25: RECORD DOCUMENTS

The CONTRACTOR shall maintain, in a safe place at the job site, one record copy of the construction Drawings in good order and annotated to show all changes made during construction and all existing facilities exposed during construction. These record drawings shall be kept current and made available to

the Project Manager and inspector for reference upon request. CONTRACTOR shall, at the completion of the project, return one completed copy of the Record Drawings to the Project Manager. The City will not release CONTRACTOR's retention until the Record Drawings have been received and reviewed by the Project Manager.

SECTION 26: GARBAGE PICK UP

This is for recycled materials and garbage. It will be the responsibility of the CONTRACTOR to coordinate with Waste Management and residents to ensure that garbage collection is uninterrupted.

SECTION 27: PROJECT SUPERVISION

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

SECTION 28: SURVEYING AND TESTING

No surveying is anticipated for this project; if the Contractor deems surveying is needed, they shall provide it at their own expense.

The contractor shall provide all testing required in the project documents. The City may provide additional testing, at their discretion. Any testing provided by the City does not relieve the Contractor of required testing.

SECTION 29: 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) seven (7) calendar days prior to beginning work at that location excepting notification for Monday and Tuesday work shall be provided no later than 7:00 PM Thursday. Notification shall be in the form of a letter and "door hanger" or flyer that is hand-delivered by the CONTRACTOR to each residence/business. Letters will include construction schedule, start and stop times, any weekend work, and contact telephone numbers of project superintendent. The City will provide contact info of the Project Engineer to be included in the notification. A generic copy of the door hanger shall be provided to the Engineer for approval at the Pre-Construction Meeting. In the event of substantial delays or temporary cessation of the work for a period of more than five (5) Contract calendar days, the Contractor shall again notify affected residents and businesses of the delay and revised work schedule. This notification shall be in the form of a "door hanger" or flyer that is hand-delivered by the Contractor to each residence/business. A generic copy shall be provided to the Engineer for approval prior to distribution. The Contractor shall keep a log of all letters, door hangers and person to person contacts including date, address, and the name of the person they spoke with. A copy of the log shall be submitted to the Engineer each week.

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

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.

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

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

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

SECTION 30: LIVE SEWAGE AND CONFINED SPACES

Construction activities involves working with live sewage in confined spaces. Contractor shall comply with all Federal, State of Nevada, and local safety requirements associated with work around live sewage and within permit-required confined spaces. All health and safety requirements are the responsibility of the Contractor. The receipt or review of the Contractor’s health and safety procedures in no way relieves the Contractor of the full responsibility of health and safety on the project site. The Owner’s representatives, including the Owner’s Consultant(s), may enter manholes for inspection under the Contractor’s confined space entry plan; Owner or Consultant entrants will provide proof of Confined Space Entry Training upon request.

SECTION 31: AERIAL IMAGERY / BACKGROUND IMAGERY

Aerial / background imagery included in the Contract Documents does not necessarily represent existing conditions. Additional development, and other changes, may have occurred since the time the image was taken. Contractor shall examine all locations to determine existing conditions at the time of bidding. Conditions differing from that shown in the aerial / background imagery shall be accommodated by the Contractor in the Contractor’s bid prices and shall be at no additional cost to the Owner after project bidding.

BID ITEM CLARIFICATIONS
FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT
BID# 25/26-009 / PWP# WA-2026-203

GENERAL INFORMATION

The Engineer's estimated quantity, as contained in the bid schedule, is based on the information in the contract documents, and no guarantee is made that the quantity. Pay quantities will be based on actual installed measurements and computations. No allowance for change in unit price amounts will be made in the event that the quantity based on measurements and computations does not equal the estimated quantity.

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

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

BID ITEM 1: MOBILIZATION/DEMOBILIZATION (LUMP SUM)

No specific unit of measurement shall apply to the lump sum item "Mobilization/Demobilization".

The lump sum bid price for "Mobilization/Demobilization" shall constitute full payment for mobilization and demobilization, complete as specified. The lump sum price for mobilization shall include all costs for obtaining all bonds, permits, and licenses; moving onto and off the site equipment and materials; furnishing and erecting construction trailers and other construction facilities; and all preparatory work as required for the proper performance and completion of the project, including any and all work items not identified in a separate bid item.

Partial payment for mobilization will be 20% for each 10% of project completion, on a cost of work completed basis, through 40% completion. The final 20% of this pay item will be paid for demobilization after 100% of the other bid item work is completed and accepted.

BID ITEM 2: TEMPORARY TRAFFIC CONTROL (LUMP SUM)

No specific unit of measurement shall apply to the lump sum item "Temporary Traffic Control".

The lump sum bid price for "Temporary Traffic Control" shall constitute full compensation for all labor, equipment, tools, supplies and materials to complete this item, including, but not limited to, preparation and distribution of plans, notices and reports; setup, removal and maintenance of all barricades, signs (including custom signs), channelizing devices, barrel cones, flag persons, detours, and removal of temporary traffic control items. There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule. Payment for traffic control shall be made at the contract unit price bid per lump sum for entire project.

Partial payment will be made based upon percent completion of the combination of percent complete of the 48-inch and 60-inch manhole rehabilitation bid items.

BID ITEM 3: SEWER BYPASSING AND DIVERSION (LUMP SUM)

No specific unit of measurement shall apply to the lump sum item "Sewer Bypassing and Diversion".

The lump sum bid price for "Sewer Bypassing and Diversion" shall constitute full compensation for all planning, design, labor, cost for use of private property (if this is implemented by the Contractor), equipment, tools, supplies and materials to complete this item. Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work in accordance with the specific needs of the

rehabilitation method being utilized and dewater the manhole structures in preparation for cleaning and rehabilitation of the entire manhole. All references to the bypass pumping and/or bypass pumping system and/or sewer diversion include, but are not limited to, all pumps, piping, valves, plugs or flow-through plugs, and other equipment needed to move the intended flow from one location to another.

This item also includes any lateral or main pipe flow diversion and/or flow management within the manhole.

This item also includes verifying the size of all manhole penetrations prior to finalizing bypass and/or flow management plans to ensure that the Contractor has obtained the proper equipment for sewer bypassing and diversion.

Partial payment will be made based upon percent completion of the combination of percent complete of the 48-inch and 60-inch manhole rehabilitation bid items.

BID ITEM 4: 48-INCH DIAMETER MANHOLE REHABILITATION

“48-inch Diameter Manhole Rehabilitation” shall be measured by the vertical footage, VF, (plumb alignment) from the invert of the manhole to the top of the manhole cover, to the nearest 0.5 foot. The invert measurement shall be made and the midpoint of the invert, from inlet to outlet.

This Bid Item is intended to be full compensation for all costs associated with manhole rehabilitation with stopping infiltration and applying the specified coating as referenced in the contract documents. Work shall include all labor, materials and required equipment to clean and prepare surfaces including, but not limited to, hydro-blast and/or grit-blast cleaning of the entire manhole surface so as to remove all existing loose materials down to sound concrete and then rebuild the surfaces with grout or concrete back to original dimensions according to coating manufacturer recommendations. Work includes rehabilitation of the entire manhole interior, including manhole bottom, in this pay item. Work shall also include adhesion/pull testing and repair of test areas, followed by spark testing once all pull-test area repairs are complete, and any incidentals necessary to complete the work. This item also includes any repair of all areas not meeting specification requirements.

Partial payment will be made based on the measurement for payment shall be per VERTICAL FOOT of epoxy coating applied for all manholes that have been 100% completed. Payment shall be made upon completion and testing of manhole work and acceptance by the Owner. No payment will be made for the vertical footage of coating applied on manholes that have only been partially completed.

BID ITEM 5: 60-INCH DIAMETER MANHOLE REHABILITATION

“60-inch Diameter Manhole Rehabilitation” shall be measured by the vertical footage (plumb alignment) from the invert of the manhole to the top of the manhole cover, to the nearest 0.5 foot. The invert measurement shall be made and the midpoint of the invert, from inlet to outlet.

This Bid Item is intended to be full compensation for all costs associated with manhole rehabilitation with stopping infiltration and applying the specified coating as referenced in the specifications. Work shall include all labor, materials and required equipment to clean and prepare surfaces including, but not limited to, hydro-blast and/or grit-blast cleaning of the entire manhole surface so as to remove all existing loose materials down to sound concrete and then rebuild the surfaces with grout or concrete back to original dimensions according to coating manufacturer recommendations. Work includes rehabilitation of the entire manhole interior, including manhole bottom, in this pay item. Work shall also include adhesion/pull testing and repair of test areas, followed by spark testing once all pull-test area repairs are complete, and any incidentals necessary to complete the work. This item also includes any repair of all areas not meeting specification requirements.

Partial payment will be made based on the measurement for payment shall be per VERTICAL FOOT of

epoxy coating applied for all manholes that have been 100% completed. Payment shall be made upon completion and testing of manhole work and acceptance by the Owner. No payment will be made for the vertical footage of coating applied on manholes that have only been partially completed.

BID ITEM 6: FORCE ACCOUNT

A Force Account has been established for this project and shall be included in each bid. The Force Account is a contingent item and will be utilized only as necessary for extra work authorized and approved by the Engineer and the City of Sparks.

**TECHNICAL SPECIFICATIONS TABLE OF CONTENTS
FY26 SANITARY SEWER MANHOLE REHABILITATION PROJECT
BID# 25/26-009 / PWP# WA-2026-203**

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

TECHNICAL SPECIFICATIONS INCLUDED IN THIS SECTION:

SECTION 345 – CONCRETE STRUCTURE COATING SYSTEMS

SECTION 345 EXHIBITS:

EXHIBIT 345-A: MANHOLE OVERVIEW MAP

EXHIBIT 345-B: MANHOLE DATA TABLE

EXHIBIT 345-C: MANHOLE FLOW DATA

EXHIBIT 345-D: MANHOLE INDIVIDUAL SHEETS

SECTION 345 – CONCRETE STRUCTURE COATING SYSTEMS

345 – DESCRIPTION

This section specifies the coating system used for rehabilitating brick or concrete manholes and other concrete structures that come in contact with the sewage flow or gases to protect against corrosion.

Reference the attached Exhibits:

- Exhibit 345-A: Manhole Overview Map
- Exhibit 345-B: Manhole Data Table
- Exhibit 345-D: Manhole Individual Sheets

Note that the imagery in the exhibits does not necessarily represent existing conditions – reference project Special Conditions for additional discussion.

Contractor shall confirm all manhole diameters and penetration sizes prior to construction and notify the Engineer or Owner of any discrepancies between field measurements and the Exhibits.

Prior to bidding on the work, the Contractor is advised to inspect manholes to determine the best method of rehabilitation to stop all inflow and infiltration (I&I) within the identified manholes. All manholes covered by this work effort have exhibited infiltration in some form during prior inspections. It will be the Contractor's responsibility to ensure that all infiltration has been stopped prior to applying corrosion coating. The amount of infiltration at the time of the required rehabilitation work may be more or less than noted in the exhibits; changes in the amount of infiltration at the time of rehabilitation work shall not constitute justification for an increase or decrease in the amount paid nor justify a contingency or force account expenditure.

Specific coating terminology used in this section is in accordance with definitions contained in American Society of Testing Materials (ASTM) D16, ASTM D3960, and the following definitions:

Coating Systems: All components together as a unit used to repair the structure and protect against further corrosion. These components include, as applicable, grout and defect filler and reprofiling materials for structure walls, ceilings, and floors; material used to repair structure invert and bench areas; infiltration control; and primer and finish coats.

Dry Film Thickness (DFT): The thickness of one fully cured continuous application of coating.

Applicator: The person assigned by the Contractor to apply the specified coating system.

Structure: For coating purposes, a structure is defined as all concrete surfaces including the invert, bench, barrel sections, cone, grade rings, walls, ceiling, floor, metal frame, and all other exposed concrete within the structure.

345.01 – MATERIALS

345.01.01 – COATING

The coating for manholes shall be Sauereisen No. 210 – Trowelable as manufactured by Sauereisen, Inc., Pittsburgh, Pennsylvania, or Raven 405, as manufactured by Raven Lining Systems, Tulsa, Oklahoma.

The coating shall yield a hard, durable, chemical resistant finished surface and shall be specifically designed to be applied to protect concrete in wastewater applications. The finished coating shall provide a watertight seal and shall adhere to polyvinyl chloride and other components of the pipeline systems.

Coating DFT shall be 125 mils minimum. Maximum published DFT shall not exceed manufacturer's published recommendation.

345.01.02 – PRIMER

Primer shall be as recommended by the manufacturer for each application.

345.01.03 – DEFECTIVE FILLER

Infiltration Elimination: The contractor shall be responsible for eliminating all infiltration into the manhole prior to applying the coating system. The following methods are considered acceptable; however, the Contractor may propose other means and methods that are approved by the coating system manufacturer for the Owner or Owner's Representative's approval.

Epoxy: Epoxy for pressure grouting shall be the two-component hydrophobic polyurethane compound SealGuard II, as manufactured by Seal Guard, Inc., or approved equal. Surface preparation and application shall be as recommended by the product manufacturer and approved by the coating manufacturer.

Hydraulic Cement Applied to Areas of Groundwater Infiltration: Substrate must be clean and free from any materials that may inhibit bond such as oil, grease, acid, dirt, or other materials. Hydraulic cement must be compatible with the coating system. Hydraulic cement shall be as manufactured by CTS RapidSet Mortar Mix or equal.

Crack Repair and Resurfacing Concrete: The product used for resurfacing manhole benches and walls, and repairing cracks, shall be the polymer concrete, "All Crete," as manufactured by Bomix or the concrete, "Speed Crete," as manufactured by W.R. Meadows, or approved equal. Surface preparation and application shall be as recommended by the product manufacturer and approved by the coating manufacturer.

345.02 – REFERENCES

This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid and any subsequent addenda (or on the effective date of the Agreement if there were no bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued, or replaced.

<u>Reference</u>	<u>Title</u>
ASTM D16-93	Standard Terminology Relating to Paint, Varnish, Lacquer, and Related Products
ASTM D4258	Standard Practice for Surface Cleaning Concrete for Coating
ASTM D4262	Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces
ASTM D4541/D7234	Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM G20-88	Standard Test Method for Chemical Resistance of Pipeline Coatings
ASTM D714	Standard Test Method for Evaluating Degree of Blistering of Paints
OSHA 29CFR	Occupational Safety and Health Administration (OSHA)
1926/1910	Safety and Health Standards
SSPC	Steel Structures Painting Council Specifications, Vol. 2

345.03 – CERTIFIED APPLICATOR

The coating system shall be applied by an Applicator certified by the coating system manufacturer. The certification program shall include an annual renewal. The training outline for the certification program shall be submitted to the Owner or Owner's Representative for review. The Contractor shall provide evidence that the personnel performing the product application for each project received the manufacturer's training for certification.

The Applicator shall appoint a Quality Assurance Manager to take full responsibility for the quality of the work. The Quality Assurance Manager shall be fully certified and have a minimum of 2 years of application experience with the coating system.

The Applicator shall provide proof of work experience with owner contacts within the last 3 years, to include minimum of 75 manholes. Work shall be similar in nature to this project involving application of corrosion coating to active sanitary sewer manhole structures.

345.04 – MANUFACTURER'S REPRESENTATIVE

The Manufacturer's Representative is a representative authorized to act on behalf of the company regarding technical and commercial issues. The Manufacturer's Representative shall provide at least 8 hours of on-site observation and site-specific recommendations relative to surface preparation, mixing, application, and curing of his product. The Manufacturer's Representative shall inspect the prepared surface of the first manhole to be coated prior to coating and verify the surface meets the requirements for the coating material. The Manufacturer's Representative shall provide field inspection of the coating installation and **shall verify in writing** that the proper procedures and equipment are being used by the Applicator and that the coating is being applied per the manufacturer's specifications and the Coating System Application plan.

345.05 – COATING SYSTEM APPLICATION PLAN

A Coating System Application Plan shall be prepared that includes a description of the following:

1. Quality Assurance Procedures
 - a. Training program to qualify personnel in the correct storage and handling of coating materials, and the necessary safety requirements.
 - b. List of application and testing equipment to be used, including inspections confirming satisfactory condition of equipment.
 - c. Detailed procedures and methods for surface preparation including repair and reprofiling if required, application of primer and final coating, and testing.
 - d. Manufacturer's specification containing instructions and quality control procedures.
2. Criteria for acceptance of the preparation of concrete and manhole surfaces.
3. Plan for sewage diversion.
4. Method and material for sealing active leaks to include various levels at infiltration.
5. Detailed plan of surface preparation, including repair and reprofiling.
6. Details of application of primer and finish coats, including required curing times.
7. Detailed environmental provisions such as shading from the sun, dealing with wet weather, or heating during cold weather.
8. Detailed scheduling provisions for environmental considerations such as working at night.
9. Testing procedures for pin holes, coating thickness, and adhesion.
10. Wet film thickness testing.

345.06 – MANUFACTURER'S WARRANTY

The Contractor shall provide a written warranty from the coating manufacturer for the entire coating system, including all repair material, defect fillers, primers, intermediate, and finish coats. The minimum duration of the warranty shall be 5 years. The product and the installation may both be covered by the manufacturer's warranty, or separate warranties may be issued by the manufacturer and the installer.

This warranty shall state that the coating will not fail for a minimum period of 5 years. Coating failure is defined as blistering, cracking, embrittlement, or softening, or failure to adhere to the substrate. The warranty shall also apply to any repair materials, primers, or other products used in the application. If any repair or replacement is necessary within the warranty period, a new 5-year warranty period shall start at the date that the structure is placed back into service.

The Contractor shall have 45 respond and take corrective measures should the Owner discover any coating failure during the warranty period. The 5-year warranty period for all manholes shall start on the final completion date of the project. All manholes warranties shall start on the same date regardless of when the manhole was placed back into service.

345.07 – PRODUCT TESTING

The Manufacturer shall submit the results of third-party testing to the Owner and Owner's Representative.

Chemical Resistance Testing: The chemical resistance tests should be completed in accordance with ASTM G 20-88, modified for use with concrete and brick specimens. Exposure shall be for a minimum of 6 months in each of the following fluids at 85°F. Concentrations given are percent weight.

Chemical Solution	Concentration, Percent
Tap water (pH 6-9)	100
Nitric acid	5
Phosphoric acid	10
Sulfuric acid	20
Sodium hydroxide	10
Gasoline	100
Vegetable oil	100
Detergent	0.1
Soap	0.1

After exposure to the solutions, specimens shall not exhibit any weight loss, spalling, cracking, or blistering. Adhesion of the coating to the substrate shall be tested per ASTM D4541, and the mode of failure shall be such that the substrate fails before the coating separates from the substrate. Any changes to appearance such as color and texture shall be noted.

Physical Testing: Results of the following tests, performed on cured and coated concrete specimens after being subjected to sulfuric acid resistance testing per Testing for Resistance to Sulfuric Acid and Other Compounds above shall be provided.

Test	ASTM	Results
Compressive Strength	ASTM C579	> 4,000 pounds per square inch (psi)
Water Vapor Transmission	ASTM D1653, Method B	< 0.25 grams/100 square inch in 24 hours
Water Absorption	ASTM D543, Procedure A with distilled water	< 0.5% in 30 days following 14 days of cure
Abrasion Resistance	ASTM D4060	< 125 mg loss/1,000-gram load in 1,000 cycles in 14 days using a CS17 wheel
Flexural Strength and Modulus of Elasticity	ASTM D790	500,000 psi
Tensile Strength	ASTM D638	> 2,000 psi
Elongation	ASTM D638	> 1.0%
Adhesion	ASTM D7234	> 200 psi pull/substrate failure

345.08 – INSPECTION HOLD POINTS

At certain stages in the coating application process, the Contractor shall request approval from the Owner's Representative to proceed with the next stage of the installation. The Contractor shall provide 24-hour *written* notice that approval of an Inspection Hold Point is needed. The Owner's Representative shall respond to the approval request within 8 hours. Failure to receive authorization from the Owner's Representative at one of the designated Inspection Hold Points may prevent the acceptance of the work by the Owner's Representative. The following points are the designated Inspection Hold Points for each installation.

- Cleaning and sandblasting existing concrete surfaces
- Completing surface repairs, eliminating I&I, re-profiling, and surface preparation as required by the coating manufacturer
- Completing primer application
- Applying the final coating
- Holiday testing and adhesion testing and any required retesting

345.09 – DELIVERY AND STORAGE

Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life, and special handling directions.

Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold. Flammable materials shall be stored in accordance with state and local codes. The authorized Third-Party Inspector shall reject materials exceeding the storage life recommended by the manufacturer, and they shall be removed from the site and replaced at no additional cost to the City.

345.10 – ENVIRONMENTAL CONDITIONS

The products furnished under this section will be installed in sanitary sewer manholes, wastewater conveyance channels, and wastewater treatment process tanks and basins. The products will be exposed to the extremes in temperatures and humidity. In addition, the products will be exposed to corrosive, abrasive, and reactive liquids and gasses associated with wastewater conveyance and treatment. The products will be immersed or intermittently immersed in wastewater, and the product surfaces are subject to splashing wastewater.

345.11 – SUBMITTALS

The following information shall be provided in the submittals.

1. A copy of this specification section, with addendum updates (if applicable) included, and all referenced and applicable sections, with addendum updates included, **with each paragraph check-marked (√) to indicate specification compliance or marked to indicate requested deviations from specification requirements.** Check marks (√) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Owner or Owner's representative shall be the final authority for

determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

2. Manufacturer's Certification attesting that the Applicator is qualified and approved to install the products specified herein. In addition, the following Applicator qualifications shall be provided:
 - Current Nevada Contractor's license or equivalent (specifically for the rehabilitation of concrete manholes).
3. Written warranty per 345.06 from both the coating manufacturer and the Applicator.
4. Coating System Application Plan as described in paragraph 345.05.
5. Product test results as described in paragraph 345.07.
6. Product data per subsection 345.01.

345.12 – STRUCTURE COATINGS

Coating systems shall be compatible with the concrete or brick surface preparation methods as specified herein. Any limitations or deviations requested by the manufacturer shall be approved in writing by the Owner or Owner's Representative prior to surface preparation.

Epoxy based coatings shall be applied within 6 months of their date of manufacture (unless the manufacturer's requirements are more stringent), or otherwise approved in writing by the Owner or Owner's Representative.

Thicknesses specified herein are the minimum dry film thickness required and do not include the primer thickness, unless otherwise noted. Minimum thickness shall be 125 mils. Provide greater thickness where recommended by the manufacturer.

Primer shall be as recommended by the manufacturer for each installation.

Defect filler and repair materials shall be as specified in Section 345.21 or as recommended by the manufacturer for each installation and shall be covered under the same warranty as the rest of the coating system.

Structure infiltration control material shall be as specified in Section 341.01.03 or as recommended by the manufacturer for each installation and shall be covered under the same warranty as the rest of the coating system.

345.13 – PRODUCT DATA

Before materials are delivered to the job site, the Contractor shall provide the following information:

1. The Contractor shall furnish Safety Data Sheets (SDS) for all products used in the coating system. The Contractor must have two copies of all SDS on site at all times during application.
2. For all coating system components, the Contractor shall provide the manufacturer's application instructions, which shall include the following information:

- a. Surface preparation recommendations (allowable damp conditions)
 - b. Primer type, where required
 - c. Maximum dry and wet mil thickness
 - d. Minimum and maximum curing time between coats, including atmospheric conditions for each
 - e. Curing time before submergence in liquid
 - f. Thinner to be used with coating material
 - g. Ventilation requirements
 - h. Minimum atmospheric conditions during which the coating shall be applied
 - i. Allowable application methods
 - j. Maximum allowable moisture content
 - k. Maximum storage life
3. List of materials proposed to be used under this section and manufacturer's data for each material.

Corrosion Inhibitor for Reinforcing Steel: Reinforcing steel, exposed by corrosion or during surface preparation, shall be treated with a water-based epoxy resin, anti-corrosion coating, and bonding agent, such as Armatec 110 EpoCem, manufactured by the Sika Corporation, or approved equal.

Risers, Grade Rings, and Frame: Manhole risers, grade rings, and manhole frame shall be sealed with the same corrosion-resistant material used throughout the manhole.

Bonding Compounds: All surfaces where new concrete will be bonded with existing concrete shall be coated with a bonding compound as recommended by the manufacturer of the concrete repair material.

Acid-Resistant Mortar: Acid-resistant mortar shall be used for bench restoration. The mortar shall be applied to a depth of at least 3 to 4 inches. The finish surface shall be hand-troweled to smooth and finish the bench and channel.

345.14 – APPLICATION

Coating products shall not be used until the Owner or Owner's Representative has inspected the materials and equipment.

Coatings shall only be applied by a Manufacturer's Certified Applicator. The Contractor must provide evidence that personnel assigned to the project have successfully completed the manufacturer's training.

A Coating Manufacturer's Representative must be present during the first 25 percent of installations for the project or as deemed necessary by the Owner or Owner's Representative.

Single finish coat systems shall be used, with a minimum thickness of 125 mils. Unless otherwise specified, the finish coat shall not be applied until other work in the area is complete and until the previous primer or

underlayment coat has been inspected. The Contractor shall request approval authorization at all Inspection Hold Points, per Subsection 345.08 of these Specifications.

345.15 – PREPARATION

Before applying coating or surface treatments, the Contractor shall install bypass pumping and/or flow diversion to provide a *dry* structure for coating. The structure shall be cleaned and prepared as specified in Subsection 345.17 of these Specifications. The Contractor shall examine all surfaces to be coated and shall correct all surface defects as specified in Subsection 345.18 of these Specifications before applying any coating. Prior to applying any primer or coating material, the Contractor shall certify that the structure sidewalls, cone, bench, riser rings, invert, ceiling, walls, and floor have been correctly prepared to facilitate the proper bonding required to pass the adhesion testing required in Subsection 345.22 of these Specifications.

Environmental Limits:

1. Coating application and concrete repair shall not be performed if environmental conditions are not within the manufacturer's recommended limits. No work shall be performed under the following conditions:
 - a. Temperatures exceeding the manufacturer's recommended maximum and minimum allowable.
 - b. Dust- or smoke-laden atmosphere.
 - c. Damp or humid weather where relative humidity is above manufacturer's maximum allowable.
2. The project is located in a sanitary sewer environment where the work will be exposed to hydrogen sulfide-laden air and extended periods of high relative humidity. These atmospheric conditions may restrict the application and inhibit the cure of the specified lining systems. The Contractor shall provide facilities to maintain substrate and atmospheric conditions within the controlled environment, with respect to temperature and relative humidity, within the limits established by the manufacturer of the product(s) selected to ensure proper application and cure of the lining systems.

345.16 – SEWAGE FLOW AND DIVERSION

This section describes the existing conditions for temporary bypassing or diverting of sewers that will be required to complete manhole channel rehabilitation and inspection for this project Scope of Work. This section covers requirements for bypass pumping and use of flow-diversion techniques. This item also includes any lateral or main pipe flow diversion and/or flow management within the manhole.

This item also includes verifying the size of all manhole penetrations prior to finalizing bypass and/or flow management plans to ensure that the Contractor has obtained the proper equipment for sewer bypassing and diversion. Contractor shall notify the engineer of any discrepancies between measured manhole penetrations and those shown in the plans or specifications.

1. REQUIREMENTS:
 - a. Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work in accordance with the specific needs of the rehabilitation method being

utilized and dewater the manhole structures in preparation for cleaning and rehabilitation of the entire manhole. All references to the bypass pumping and/or bypass pumping system and/or sewer diversion include, but are not limited to, all pumps, piping, valves, plugs or flow-through plugs, traffic control, surface restoration, and other equipment needed to move the intended flow from one location to another.

- b. The actual design of the bypass arrangement and alignment shall be prepared by the Contractor and shall be submitted to the Engineer to determine conformance to project objectives. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor. It is the Contractor's sole responsibility to determine and choose if sewage flow management can be accomplished with bypass pumping or flow-through plugs, or a combination thereof.
- c. Sanitary sewer mains shall remain in service at all times throughout the duration of the project. Contractor shall be responsible for diverting flow away from the limits of construction through the use of bypass pumping or flow diversions with prior written approval by the Engineer.
- d. Service to laterals shall be disrupted for a period of no more than 8 hours. Laterals within residential areas shall only be out of service between the hours of 8:00 am to 5:00 pm, Monday through Friday. Laterals within business areas shall be addressed on a case-by-case basis. If Contractor feels that it is necessary to disrupt lateral services for a period longer than 8 hours, Contractor shall provide alternate means of service without disrupting use of the service by the owner/resident. Contractor shall provide written notification to all impacted residential and commercial properties a minimum of twice; the first at least one week prior to the disrupting service and the second time within 24 to 48 hours of disrupting service.
- e. Contractor shall maintain pedestrian and vehicular traffic and comply with Americans with Disabilities Act regulations for access to all residential and commercial property unless written approval is otherwise obtained from the property owner allowing for reduced access.
- f. It is the Contractor's responsibility to arrange all necessary access and temporary construction agreements with all affected parties for the location of the bypass pumping system.
- g. The bypass pumping system shall be designed to normally maintain the wastewater flow below the top of the pipe, without surcharging.
- h. The Contractor shall have the complete bypassing system in place and successfully pressure tested at 1.5 times the maximum operating pressure of the system before bypassing any sewage.
- i. The Contractor shall notify the Engineer 48 hours prior to bypassing, plugging or shutting down bypassing of pipelines.
- j. The bypassed flow shall be continuously monitored.
- k. Contractor is responsible for immediate and proper cleanup should any spill occur, regardless of amount. Additionally, regardless of the amount, the Contractor shall pay for all damages and fines incurred as a result of the spill.

2. EXPERIENCE:

- a. Contractor shall utilize staff and/or a subcontractor that has been directly responsible for completion of other projects that required the bypass pumping of sewage flows in excess of 1.5 million gallons per day (mgd) and use of 8-inch to 36-inch flow-through plugs.

3. SUBMITTALS

- a. At the Preconstruction Conference, the Contractor shall submit drawings and complete design data showing methods and equipment proposed to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:
 - i. Drawings indicating the scheme and location of temporary sewer plugs and bypass discharge lines. The drawings shall also show the method and location for discharging the bypass lines.
 - ii. Capacities of pumps, prime movers, flow-through plug configuration, and standby equipment.
 - iii. Design calculations proving adequacy of the system and selected equipment.
 - iv. Standby power source.
 - v. Staffing plan.
 - vi. Show suction and discharge points with elevations and stationing on the design plans.
 - vii. Provide pump performance curves.
 - viii. Submit calculations to verify suction lift of pumps has not been exceeded.
 - ix. Contractor shall submit proposed noise control and exhaust control plans for pumping equipment.
 - x. Contractor shall submit a proposed plan for disruption of sewer service laterals.
 - xi. Contractor shall submit bypass piping inspection, emergency flow reinstatement, and emergency response plans.
 - xii. Contractor shall submit qualifications as specified in Section 1.01 C. A minimum of three projects in the last 8 years shall be referenced.
- b. The actual design of the bypass arrangement shall be prepared by the Contractor or Subcontractor performing the work, and shall be submitted to the Engineer to determine conformance to project objectives. The Contractor shall be responsible for any subcontractor's design (if used) on this project. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor.
- c. Approval of submitted plans for sewer connection and temporary rerouting shall in no way relieve the Contractor of its responsibility for the protection of adjacent properties, downstream drainage systems and water tributaries against sewage spill. Any litigation, claims, fines, etc. associated with any sewage spill shall be the responsibility of the Contractor.

4. LATERAL FLOW DATA

- a. Flow data for the service laterals are not available. The Contractor shall determine the flow in the service laterals.

5. PROTECTION:

- a. In areas where flows are bypassed, all bypass flows shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.
- b. All sewer plugs 24 inches and larger shall have a minimum 3/8-inch, stainless steel, braided safety cable affixed to the plug. The safety cable shall be anchored in such a way to restrain the plug from passing downstream, in the event the plug lost internal pressure.

6. SCHEDULING:

- a. The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. The bypass system will have an attendant around the clock, 24 hours per day, 7 days per week, whose only duty is to maintain the bypass pumping system until the bypassing of that specific pipeline is no longer required.

7. PUMPING SYSTEMS

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

- a. Sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. The COMPLETE bypass system, including all piping, shall be continuously monitored by Contractor personnel.
- b. A system of pumps and piping operating on site to maintain a minimum 50% over capacity of the anticipated maximum flow (as determined by the Contractor). In addition, the Contractor shall have a standby pump, equal in capacity to the largest pump in the system, piped, plumbed and ready for operation. Standby pumps shall be fueled and operational at all times. An exception to having a standby pump is allowed as follows: if bypass pumping will occur only while the rehabilitation crew is actively working on the manhole, and bypassing is removed while the crew is not working on the manhole, then the standby pump will not be required; under this scenario the Contractor shall remove the bypass and allow sewage to flow through the manhole if the bypass system fails or the sewage backs up over the top of the pipe. The Contractor will be required to repair any work damaged, at no additional cost to the owner, due to returning sewage flow to the manhole before rehabilitation work is completed.
- c. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, hoses and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary.
- d. Sound attenuated pumps and/or power generators shall be provided for bypass pumping system. The sound attenuated pumps and/or power generators shall be capable of achieving

an operating noise level of 70 decibels or less, measured at a distance of 50 feet. The Contractor shall be responsible to provide and install sound attenuation devices, methods and/or system to maintain noise levels below stated decibels. Sound measurements shall be made and recorded by the Contractor in accordance with American National Standards S 13-1971.

- e. All liquid fuel powered pumps, generators, and other equipment shall be placed in a containment barrier to protect against gasoline, oil, and hydraulic fluid spills.

8. FLOW-THROUGH PLUG

- a. Flow-through plug technique of flow diversion through manhole structures can be utilized for this project to repair the manhole channel, WHERE THE CONTRACTOR DEEMS THIS METHOD IS APPLICABLE. This technique can be used to divert the entire flow through the manhole or may be used in conjunction with bypass/diversion to handle lower lateral flows. The use of this technique is at the Contractor's own risk.
- b. There are various limitations to this technique, including flow rates, minimum reduced discharge size, manhole geometry, collection system elevations, and tributary connections within the manhole. The use of a flow-through plug is extremely site-specific. The Contractor shall evaluate each manhole and verify use of a flow-through plug application to complete required rehabilitation within the manhole structure.
- c. The Contractor shall continuously monitor the upstream system during use. Plugs shall be removed at the end of each work day.
- d. The selected rehabilitation Contractor shall have experience using larger diameter flow-through plugs in this application.
- e. Applicable information detailed in this specification shall be submitted for review.

9. ESTIMATED FLOWS

- a. Daily Flow Data: Exhibit 345-C "Manhole Flow Data" provides calculated daily flow information for the project at many of the project manholes. The information was obtained from the data provided by the City of Sparks. For additional information, contact the City of Sparks Project Manager, during normal business hours. Use of this flow data in no way relieves the Contractor from its responsibilities for design, construction and operation of an adequate and properly functioning bypass system. Any additional monitoring or gathering of flow data is the responsibility of the Contractor.
- b. Flow Conditions: The Contractor is responsible for obtaining current flow condition information at the time of construction. The Owner is not responsible for any deviations in quantity of sewage flow at any time during the construction period. Higher flows may be encountered depending on weather and other upstream conditions.

10. INSPECTION

- a. The Contractor shall inspect the entire bypass pumping and piping system for leaks for spills no less than every four (4) hours.

345.17 – STRUCTURE CLEANING AND PREPARATION

For those installations requiring inspection by the Manufacturer's Representative per Subsection 345.14 of these Specifications, the manufacturer's inspection shall include surface cleaning and preparation.

Contractor and Manufacturer's Representative shall inspect all surfaces specified to receive a coating system prior to surface preparation. The Contractor shall notify the Owner or Owner's Representative of any noticeable disparity in the surfaces, which may interfere with the proper preparation or application of the coating system.

The entire structure's interior including manhole frame, walls, ceiling, floor, riser rings, bench, and invert shall be cleaned prior to rehabilitation using either abrasive blasting and/or high-pressure water blasting as recommended by the coating and/or repair product manufacturer, and approved by the Owner or Owner's Representative. Where mechanical cleaning is accomplished by blast cleaning, the abrasive used shall be washed, graded, and free of contaminants, which might interfere with the coating's adhesion. The air used for blast cleaning shall be sufficiently free of oil and moisture to not cause detrimental contamination of the surfaces to be coated. All concrete, brick, or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound, neutralized surface.

The Applicator shall provide means, labor, and equipment to prevent solid waste generated during construction activities from entering the sewage flow and adjacent pipelines.

All contaminants including oil, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. Detergent water cleaning and hot water blasting may be necessary to remove oils, grease, or other hydrocarbon residues from the concrete. A mild chlorine solution may be used to neutralize the surface to diminish microbiological bacteria growth prior to the final rinse and coating system application.

The Contractor shall also remove all dirt, rocks, rust, spalled masonry (including mortar, concrete, and brick), roots, sludge, grit, and other deleterious materials and debris from the interior manhole. If required by the Owner or Owner's Representative, the structure shall be restored to the original surface profile. The finished interior surface shall consist of sound concrete or brick with adequate profile and porosity to provide a strong bond between the necessary repair materials and/or coating and the substrate.

Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the coating to be applied. Debris from cleaning operations shall be collected within the manhole and disposed of at an approved off-site location at the Contractor's expense. Hauling containers shall be watertight.

The Contractor shall remove all manhole steps prior to cleaning. Unless otherwise directed by the Owner or Owner's Representative, manhole steps shall be cut flush with the manhole wall using a handsaw. Voids or holes remaining from removal of the steps shall be filled and troweled flush with the wall using a manhole patching material approved by the Manufacturer's Representative and the Owner or Owner's Representative.

The Contractor shall also be responsible for any additional surface preparation beyond water blasting as required by the coating manufacturer. Where additional preparation is required, including abrasive blasting, shotblasting, grinding, scarifying, or acid etching, the Contractor shall provide all labor, materials, and equipment as necessary, and at no additional cost to the Owner. Solid blast materials shall be collected, removed, and disposed of in the same manner as other cleaning debris. No debris shall be allowed to enter the sewer.

Manhole benches and channels shall be resurfaced using polymer concrete with a minimum thickness of ½-inch, or per the manufacturer's requirements. Manhole channels shall be troweled, so that a smooth uninterrupted surface is achieved. The top of the base block shall have a rough, non-slip finish and slope towards the channel at an approximate slope of 1 inch in 6 inches. The full depth of cracks shall be filled, and the surface troweled so that a smooth, uninterrupted surface is achieved.

Infiltration shall be stopped by using a material that is compatible with the coating system and is approved for use by the Manufacturer's Representative and the Owner or Owner's Representative. All infiltration shall be stopped, at no additional cost to the Owner. It is the Contractor's responsibility to ensure that all infiltration into the structure has been eliminated, including infiltration caused by sealing points of infiltration lower in the structure. Excess polyurethane shall be removed, and all manhole surfaces shall be cleaned until a smooth, uninterrupted surface is achieved. No voids, including injection hole, shall remain after polyurethane injection.

Test prepared surfaces after cleaning but prior to applying the epoxy coating system to determine pH and moisture content of the concrete, as required according to manufacturer's recommendations.

Ensure that the moisture content of the surface is in accordance with the coating manufacturer's recommendations and/or requirements.

The area between the manhole and the manhole ring and any other area that might exhibit movement or cracking due to expansion and contraction, shall be grouted with a watertight, expansive grout, approved for use by the Manufacturer's Representative and the Owner or Owner's Representative.

It is anticipated that the Contractor will have to apply an approved underlayment to a minimum thickness of ½-inch on 20 percent of the surface area coated during this project.

If installed, underlayment shall be applied over a clean surface prepared in accordance with the manufacturer's instructions and the requirements of this Specification. The Contractor shall employ whatever means necessary (e.g., humidity control, temperature control, additional blasting, mechanical surface preparation, etc.) to ensure strong adherence of the underlayment layer to the prepared manhole surface.

Underlayment shall be spray- or trowel-applied and in accordance with the manufacturer's recommendations. After installation, the underlayment shall be free of trowel marks and irregularities.

Coating edges shall be terminated by keying into the substrate with a minimum 1/4-inch wide by 1/4-inch deep saw cut. Prior to coating application, the saw cut shall be dried and vacuumed to remove all dust and residue. During coating application, a liberal amount of material shall be applied to the saw-cut area and smoothed level. At no time shall the existing reinforcement be cut or damaged during installation of the keys.

At pipe connections within the manhole or structure the Applicator shall roughen the interior of the pipe and overlap the coating a minimum of 4 inches into the pipe.

345.18 – DEFECT REPAIR

All surface defects including tie holds, any honeycombing, or otherwise defective concrete or brick shall be repaired. All voids, holes, and rough or irregular surfaces shall be filled.

The Contractor shall use the repair and fill material recommended by the coating manufacturer and approved by the Owner or Owner's Representative to repair or fill all defects. Areas to be patched shall be cleaned. Minor honeycombed or otherwise defective areas shall be removed to solid concrete. The edges of the cut shall be perpendicular to the surface of the concrete. Patches on exposed surfaces shall be finished to match the

adjoining surfaces after they have set. Finishes shall be equal in workmanship, texture, and general appearance to that of the adjacent undamaged concrete or brick. Concrete with honeycombing which exposes the reinforcing steel or with defects that affect the structural strength shall be repaired. The proposed repair method shall be approved by the Owner or Owner's Representative.

345.19 – REINFORCING STEEL TREATMENT

Procedures: Where corrosion or surface preparation activities have exposed reinforcing steel, the following procedure shall be used:

1. If half the diameter of the reinforcing steel, or more, is exposed, chip out behind the reinforcing steel a minimum of 1/2-inch for placement of grout or polymer concrete.
2. Determine section area loss of reinforcing steel.
3. Where reinforcing steel cross-section area loss exceeds 15 percent of the original reinforcing steel, perform structural repair as directed by the Engineer.
4. Abrasive-blast all exposed reinforcing steel surfaces to remove all contaminants and corrosion products.
5. Apply a 20-mil (wet) coat of corrosion inhibitor to all surfaces of the clean, exposed reinforcing steel with a stiff brush or spray equipment. Cure to tack-free 2 to 3 hours.
6. Apply a second 20-mil (wet) coat of corrosion inhibitor and allow for a 2- to 3-hour cure prior to placement of polymer mortar or grout.

345.20 – COATING APPLICATION

All coatings shall be applied in strict accordance with the manufacturer's requirements and recommendations and any specific City requirements. ALL EXPOSED SURFACE AREAS OF THE STRUCTURE TO INCLUDE THE WALLS, CEILING, FLOOR, INVERT, CHANNEL, BENCH, BARREL SECTIONS, CONE, RISER RINGS, AND FRAME SHALL BE COATED.

Confirm that the ambient temperature and humidity, the prepared surface temperature and moisture content, and the temperature of the coating material to be applied are within the manufacturer's recommended ranges. Coatings shall be applied at a time of day when the ambient temperature and humidity is expected to be steady or falling.

The prime and finish coat (as applicable) shall be a contrasting color. The color of the final coat shall be chosen by the Owner, if different colors are available.

Ensure that pump, hoses, gun, tip, and pressure are properly matched for the coating to be applied. Ensure that the application equipment has been properly cleaned prior to applying the coating. Test the spray pattern for uniformity of distribution.

Protect surfaces from rapid drying due to heavy wind or hot sun.

Cure coatings in strict accordance with the manufacturer's recommendations, prior to putting into service.

Drying time between coats shall be as recommended by coating manufacturer.

The coating shall be applied to a minimum thickness of 125-mil in a single coat when possible. If application of a single coat at the required thickness is not possible, multiple coats may be applied per the manufacturer's instructions and within the time period allowed for proper application.

The Contractor shall follow the coating manufacturer's requirements for bonding the coating systems to the installed sewer liner, if applicable.

345.20 – CLEANUP

Upon completion of coating, the Contractor shall remove surplus materials, protective coverings, and accumulated rubbish, and thoroughly clean all surfaces and repair any overspray, splashes, splatters or other coating-related damage. Surfaces damaged resulting from this cleanup shall also be cleaned, repaired, and refinished to the original or required condition.

345.21 – SPARK TEST

All coated surfaces shall be spark tested for holes. The spark tester used shall provide a minimum 12,000 volts for 125-mil thick coatings. If pinholes are found, the Contractor shall repair the coating as recommended by the manufacturer and retest. All testing and repair work shall be at the Contractor's expense.

The spark testing will be performed by the Contractor and witnessed by the Owner or Owner's Representative, and shall be completed (and any repairs made) prior to the final acceptance inspection. The Contractor shall give the Owner or Owner's Representative 48 hours of advanced notice of all scheduled holiday testing.

345.22 – ADHESION TEST

At a minimum of 25 percent of the manholes coated, the Contractor shall perform an adhesion test after proper cure in accordance with ASTM D4541/D7234 to demonstrate that the specified field coatings adhere to the substrate. The Contractor shall use a Defelsko PosiTest AT, or approved equal, to perform testing. Testing equipment must have the ability to store readings in a memory and apply smooth and continuous pull-off pressure. A minimum of two 50-millimeter (mm) test dollies shall be utilized for each manhole selected for testing. Manholes to be tested will be chosen by the Owner or Owner's Representative, as well as the test location within each manhole, and the adhesion test shall be witnessed by the Owner or Owner's Representative. Test results showing an adhesion rating of 200 psi or better for all surfaces shall be considered acceptable provided the test results in failure at or within the substrate. In the event of a failure, Engineer and Contractor shall determine limits of failure through additional investigation, sounding and pull tests.

If either test dolly should pull off with failure in the epoxy or coating at an adhesion rating below 200 psi, additional manholes above the 25 percent requirement will be tested. For each manhole with a test dolly failure, two additional manholes will be tested. Where unacceptable test results are obtained, the Contractor shall be responsible for removing and reapplying the specified coatings at no expense to the City.

Dry Mil Thickness Testing: The Applicator is responsible for verifying the coating thickness during application. Furthermore, the adhesion test dollies shall be used to verify the dry mil thickness of the epoxy coating. Epoxy-coating systems shall have a minimum thickness of 125 mils, not including any primer or surface preparation material thickness. Where unacceptable test results are obtained, the Contractor shall be responsible for reapplying the specified coatings, per the manufacturer's recommendation, to the required thickness at no expense to the Owner.

345.23 – SAFETY AND VENTILATION REQUIREMENTS

Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3 and all applicable federal, state, and local regulations.

345.24 – BASIS OF PAYMENT

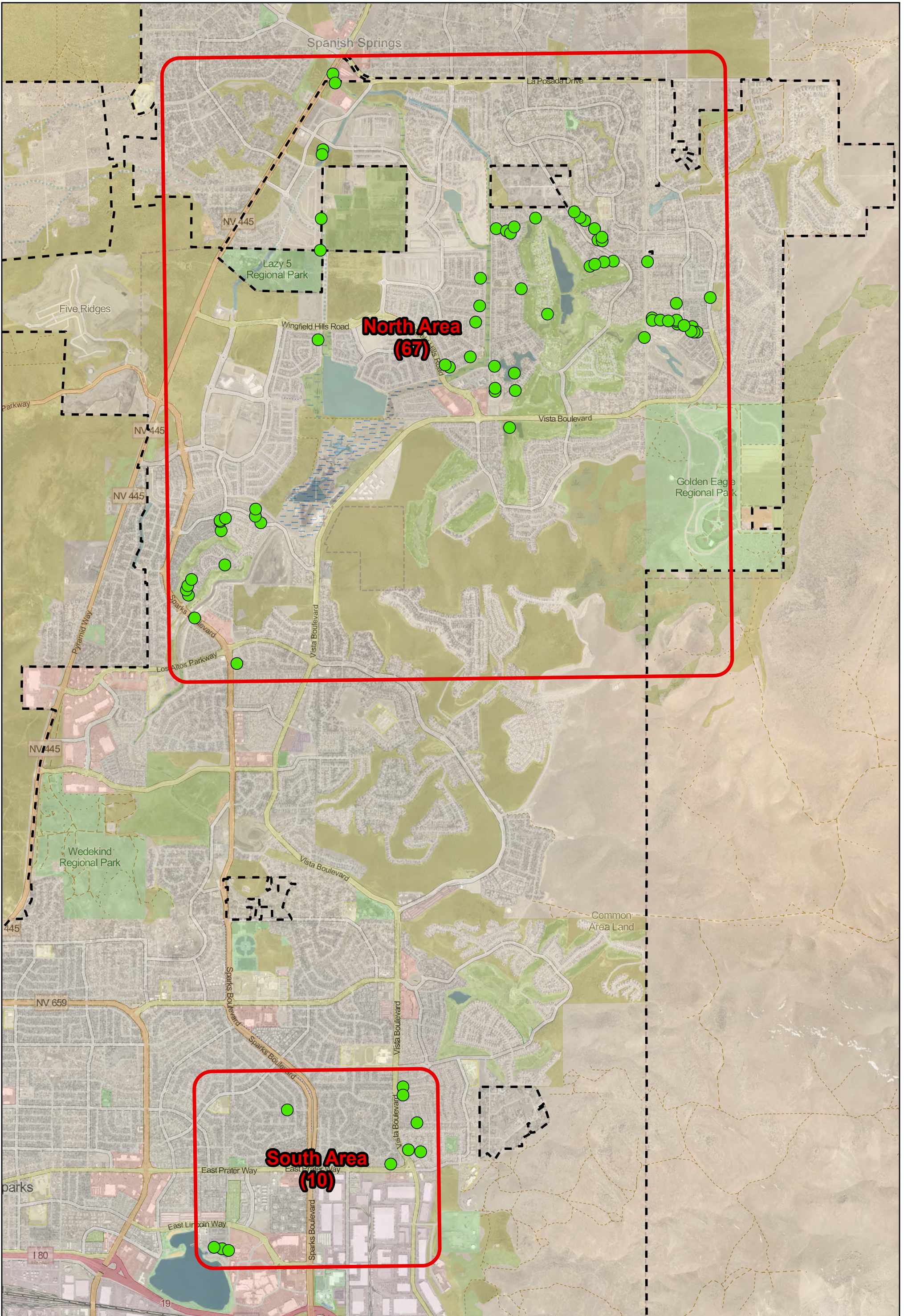
Quantities for contingent items of work, as set forth in the “Schedule of Prices,” represent no actual estimate, are nominal only, and may be greatly increased, decreased, or reduced to zero. The increase or reduction of this quantity shall not constitute a basis for claim by the Contractor for extra payment or damages.

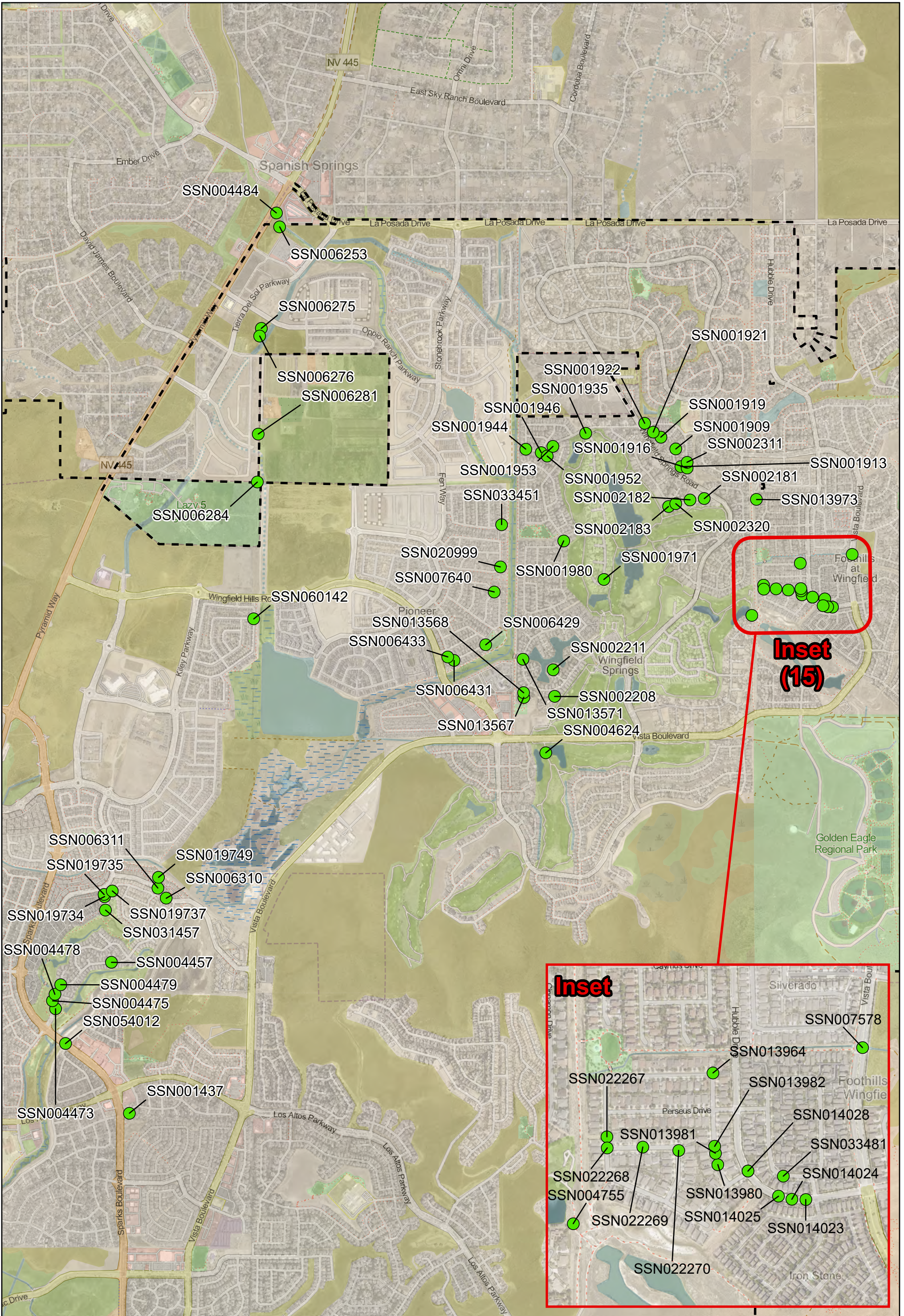
Payment for manhole coating work shall be per manhole at the contract unit price bid per lump sum for each manhole as itemized in the “Schedule of Prices.” Payment shall be compensation for all labor, materials, bypass pumping, traffic control, equipment, I&I elimination, incidentals, and testing necessary to complete the work as specified.

*****END OF SECTION*****

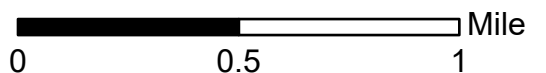
EXHIBIT 345-A

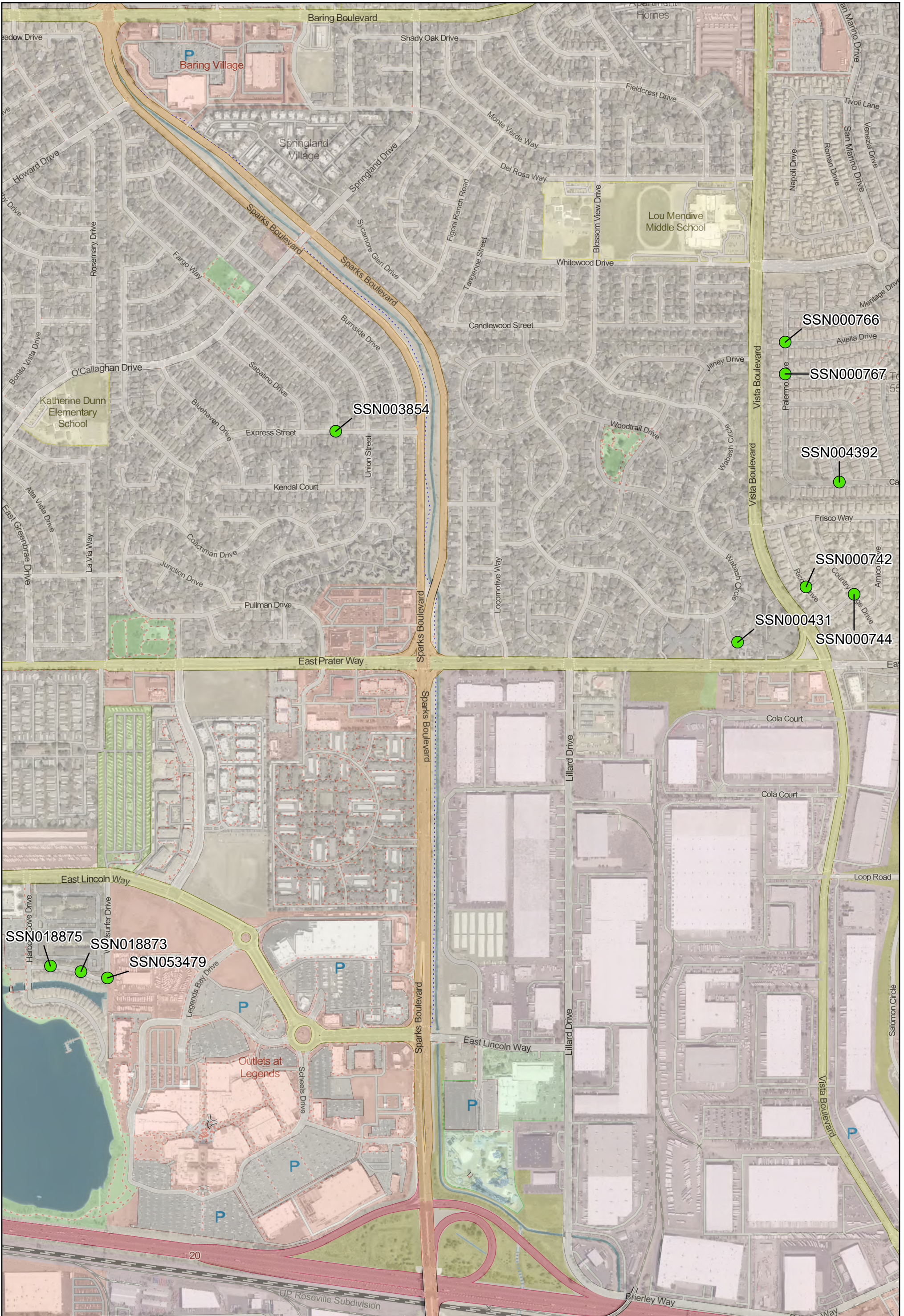
Manhole Overview Map



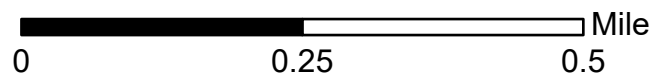


Sewer Manhole Infiltration and Inflow Rehab 2025 Overview: North Area





Sewer Manhole Infiltration and Inflow Rehab 2025 Overview: South Area



● Sanitary Sewer Rehab Manholes (10)

EXHIBIT 345-B

Manhole Data Table

Infiltration and Inflow Rehab Manholes 2025																
Page Number	FacilityID	Material	Barrel Diameter (in)	Drop Manhole	Elevation (ft)	Interior Drop (ft)	Invert Elevation (ft)	Latitude	Longitude	Water Infiltration	Penetration 1 (in)	Penetration 2 (in)	Penetration 3 (in)	Penetration 4 (in)	Manhole Notes	Inspection Notes
1	SSN000431	Reinforced Concrete	48	No	4398.21	6.89	4391.32	39.54241368	-119.7062609	Running	8	8				Running on to bench
2	SSN000742	Reinforced Concrete	48	No	4405.27	7.47	4397.8	39.54364728	-119.7042881	Running	8	8				
3	SSN000744	Reinforced Concrete	48	Unknown	4405.28	7.54	4397.74	39.54347863	-119.7028995	Gushing	8	8	8			Gushing on the bench
4	SSN000766	Reinforced Concrete	48	Yes	4413.01	9.32	4403.69	39.54909704	-119.7048892	Running	15	15				Running bench
5	SSN000767	Reinforced Concrete	48	No	4412	10.00	4402	39.54839109	-119.7048892	Running	15	15				Bench
6	SSN001437	Reinforced Concrete	60	No	4444.31	8.45	4435.86	39.58573019	-119.7235686	Gushing	30	30	8			Gushing from under 8 inch main
7	SSN001909	Reinforced Concrete	48	No	4494.67	7.97	4486.7	39.62338308	-119.683367	Running	8	8				Running bench
8	SSN001913	Reinforced Concrete	48	No	4494.89	7.80	4487.09	39.62238044	-119.6830033	Running	8	8				Running bench
9	SSN001916	Reinforced Concrete	48	No	4494.1	7.97	4486.13	39.62230682	-119.6825261	Running	8	8	8			Running from lifting holes
10	SSN001919	Reinforced Concrete	48	No	4493.79	5.03	4488.76	39.62405302	-119.6844724	Running	8	8	8			Running bench
11	SSN001921	Reinforced Concrete	48	No	4493.08	5.06	4488.02	39.62433428	-119.6850255	Running	8	8				Running joint
12	SSN001922	Reinforced Concrete	48	No	4493.12	6.38	4486.74	39.62483377	-119.6856586	Running	10	10				Running joints
13	SSN001935	Reinforced Concrete	48	No	4489.98	8.63	4481.35	39.62427769	-119.689993	Running	8	8				Running bench
14	SSN001944	Reinforced Concrete	48	No	4482.73	10.24	4472.49	39.62337232	-119.6944125	Gushing	8	8	8			Gushing lifting holes (see picture)
15	SSN001946	Reinforced Concrete	48	No	4483.96	9.68	4474.28	39.62317991	-119.6932698	Running	8	8	8			Running lifting holes
16	SSN001952	Reinforced Concrete	48	No	4484.34	9.00	4475.34	39.62297835	-119.6928333	Running	8	8	8			Running bench
17	SSN001953	Reinforced Concrete	48	No	4486.07	9.52	4476.55	39.62353241	-119.6924047	Running	8	8				Running bench
18	SSN001971	Reinforced Concrete	48	No	4485.21	12.19	4473.02	39.61598827	-119.6886625	Running	8	8				Running barrel joint
19	SSN001980	Reinforced Concrete	48	No	4482.81	10.40	4472.41	39.61817104	-119.6916147	Running	8	8				Running bench
20	SSN002181	Reinforced Concrete	48	No	4493.12	12.00	4481.12	39.62056593	-119.6812755	Running	8	8				Running bench and joints
21	SSN002182	Reinforced Concrete	48	No	4491.81	9.45	4482.36	39.62049983	-119.6823223	Running	8	8				Running bench
22	SSN002183	Reinforced Concrete	48	No	4489.7	5.10	4484.6	39.62011743	-119.6839088	Running	8	8				Running on bench
23	SSN002208	Reinforced Concrete	48	Unknown	4475.47	11.18	4464.29	39.6093573	-119.6922931	Running	8	8				
24	SSN002211	Reinforced Concrete	48	No	4472.6	5.33	4467.27	39.61086874	-119.6923873	Running	8					Running bench
25	SSN002311	Reinforced Concrete	48	No	4494.62	7.78	4486.84	39.62263047	-119.6825448	Running	8	8				Running from lifting holes
26	SSN002320	Reinforced Concrete	48	No	4490.41	7.00	4483.41	39.62028137	-119.6833658	Running	8	8				Running bench
27	SSN003854	Reinforced Concrete	48	Unknown	4398.72	8.57	4390.15	39.54711033	-119.7178749	Running	8	8	8			
28	SSN004392	Reinforced Concrete	48	No	4409.778	9.34	4400.438	39.54598178	-119.7033245	Running	8	8	8			Running bench
29	SSN004457	Reinforced Concrete	60	Unknown	4453.843	17.57	4436.278	39.59428393	-119.7248861	Gushing	30	30	8			
30	SSN004473	Reinforced Concrete	48	Unknown	4446.764	6.59	4440.1765	39.59164882	-119.7290014	Running	8					
31	SSN004475	Reinforced Concrete	60	Unknown	4448.42	14.03	4434.3915	39.59210372	-119.7292259	Running	30	30				
32	SSN004478	Reinforced Concrete	60	Yes	4449.214	14.40	4434.8092	39.59247373	-119.7290543	Running	30	30	8			
33	SSN004479	Reinforced Concrete	60	Yes	4450.482	15.55	4434.9366	39.59301719	-119.7286273	Running	30	30	8		N Drop-In	
34	SSN004484	Reinforced Concrete	60	No	4490.472	19.70	4470.772	39.63675661	-119.7127591	Running	30	30				Running from seem around the pipe
35	SSN004624	Reinforced Concrete	48	No	4481.007	8.06	4472.95	39.60616237	-119.692934	Running	10	8				Running from joints
36	SSN004755	Reinforced Concrete	48	No	4498.2375	10.66	4487.58	39.61395112	-119.6777685	Gushing	8	8	8		Buried	Gushing from manhole base
37	SSN006253	Reinforced Concrete	60	Yes	4492.029	21.90	4470.129	39.63596481	-119.712516	Gushing	30	30				Gushing above pipes on both sides
38	SSN006275	Reinforced Concrete	60	Unknown	4489.75	26.40	4463.35	39.6302099	-119.7138727	Running	30	30			too deep to measure	Running around pipe seal
39	SSN006276	Reinforced Concrete	60	Unknown	4489.774	26.70	4463.074	39.62977977	-119.7139818	Gushing	30	30			too deep to Measure	Gushing from pipe seal
40	SSN006281	Reinforced Concrete	60	Unknown	4479.174	19.60	4459.574	39.62422755	-119.714093	Running	30	30	Unknown			Running around pipe
41	SSN006284	Reinforced Concrete	60	Unknown	4475.522	17.80	4457.722	39.62150249	-119.7141594	Running	30	30				Water infiltration in multiple locations
42	SSN006310	Reinforced Concrete	60	No	4454.3092	15.08	4439.23	39.59791643	-119.7208617	Running	36	36				
43	SSN006311	Reinforced Concrete	60	No	4456.6083	17.08	4439.53	39.59849653	-119.7214779	Gushing	36	36				
44	SSN006429	Reinforced Concrete	48	No	4467.3429	5.94	4461.4	39.61228233	-119.697354	Running	8	8				
45	SSN006431	Reinforced Concrete	48	No	4466.1585	6.68	4459.48	39.61139134	-119.6996817	Running	8	8	8			
46	SSN006433	Reinforced Concrete	48	No	4466.8923	6.66	4460.23	39.6159815	-119.7001413	Running	8	8				
47	SSN007578	Reinforced Concrete	48	No	4513.6103	10.00	4503.61	39.61740628	-119.6703983	Running	8	8	8			Running from barrel joints.
48	SSN007640	Reinforced Concrete	48	No	4472.1939	7.72	4464.47	39.61527804	-119.6967262	Running	8	8	8			Running on the bench
49	SSN013567	Reinforced Concrete	48	No	4476.2849	11.48	4464.8	39.60930483	-119.6945563	Running	8	8				Running Bench
50	SSN013568	Reinforced Concrete	48	Unknown	4475.3861	11.44	4463.95	39.6095662	-119.6945641	Running	8	8				
51	SSN013571	Reinforced Concrete	48	No	4473.2561	8.82	4464.44	39.61145581	-119.6946212	Running	8	8				Running Bench
52	SSN013964	Reinforced Concrete	48	No	4502.3897	8.64	4493.75	39.61690813	-119.6742077	Running	8	8				Running on bench
53	SSN013973	Reinforced Concrete	48	No	4504.5709	7.22	4497.35	39.62051622	-119.6774319	Running	8	8				Running around pipe and bench
54	SSN013980	Reinforced Concrete	48	No	4500.1811	8.14	4492.04	39.6151093	-119.6740821	Running	8	8				Running on bench
55	SSN013981	Reinforced Concrete	48	No	4500.4506	7.86	4492.59	39.61533318	-119.6741459	Running	8	8				Running on bend
56	SSN013982	Reinforced Concrete	48	No	4500.681	7.48	4493.2	39.61546965	-119.6741655	Running	8	8				Running on bench
57	SSN014023	Reinforced Concrete	48	No	4506.1419	11.60	4494.54	39.61442511	-119.6718454	Running	10	10				Running bench
58	SSN014024	Reinforced Concrete	48	No	4505.335	11.28	4494.05	39.61442882	-119.6721977	Running	10	10				Running bench
59	SSN014025	Reinforced Concrete	48	No	4504.486	10.98	4493.51	39.61449145	-119.672539	Running	10	10				Running bench
60	SSN014028	Reinforced Concrete	48	No	4504.5819	12.54	4492.04	39.6149826	-119.6733189	Running	10	10				Running bench
61	SSN018873	Reinforced Concrete	48	No	4386.2958	18.80	4367.5	39.53507703	-119.7252295	Running	12	12	8			Running barrel and bench
62	SSN018875	Reinforced Concrete	48	No	4386.5266	17.36	4369.17	39.53520134	-119.7261143	Running	8	8				Running bench and barrel
63	SSN019734	Reinforced Concrete	48	Unknown	4457.4511	8.04	4449.41	39.598011	-119.7253947	Running	8	8				
64	SSN019735	Reinforced Concrete	48	Unknown	4457.6092	8.48	4449.13	39.59812577	-119.7254321	Running	8	8	8			
65	SSN019737	Reinforced Concrete	48	No	4458.5768	10.38	4448.2	39.59832946	-119.724825	Running	8	8				
66	SSN019749	Reinforced Concrete	48	No	4458.5298	10.06	4448.47	39.59910406	-119.721426	Running	8	8				
67	SSN020999	Reinforced Concrete	48	No	4475.021	8.10	4466.92	39.61670173	-119.6962803	Running	8	8				Running Bench
68	SSN022267	Reinforced Concrete	48	No	4497.5087	12.00	4485.51	39.61565485	-119.6769084	Running	10	10	8			Running on bench
69	SSN022268	Reinforced Concrete	48	No	4497.8445	12.00	4485.84	39.61543918	-119.6768991	Running	10	10	8			Running on bench
70	SSN022269	Reinforced Concrete	48	No	4498.2921	10.02	4488.27	39.61545597	-119.6759966	Running	8	8				Running on bench
71	SSN022270	Reinforced Concrete	48	No	4500.7764	8.54	4492.24	39.61538925	-119.6750824	Running	8	8				Running bench
72	SSN031457	Reinforced Concrete	48	Unknown	4462.2764	11.58	4450.7	39.59724604	-119.725329	Running	8	8				
73	SSN033451	Reinforced Concrete	48	No	4476.1781	5.86	4470.32	39.61909184	-119.6961895	Running	8	8				Running Bench
74	SSN033481	Reinforced Concrete	48	No	4504.65761	7.76	4496.9	39.61488379	-119.672416	Running	8	8				Running on bench
75	SSN053479	Reinforced Concrete	48	No	4387.18	18.00	4369.18	39.53493678	-119.724468	Running	12	12			ATKINS (surveyed manhole)	Running on bench
76	SSN054012	Reinforced Concrete	60	Yes	4445.7499	14.48	4431.27	39.58967778	-119.7282777	Running	42	42	30			Running joints
77	SSN060142	Reinforced Concrete	60	No	4465.63	13.18	4452.45	39.6137531	-119.7144197	Running	30	30	8		Type 1 48"	Running at the joints-2 ft drop to main

EXHIBIT 345-C

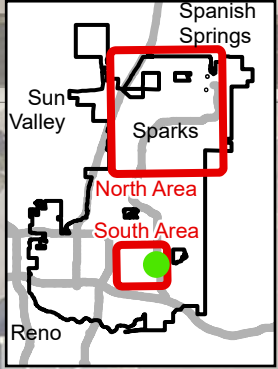
Manhole Flow Data

Manhole Flow Information in Million Gallons per Day (MGD)			
Manhole #	Downstream Pipe Diameter (in)	Average Flow (MGD)	Peak Flow (MGD)
SSN000431	8	NOT MODELED	NOT MODELED
SSN000742	8	NOT MODELED	NOT MODELED
SSN000744	8	NOT MODELED	NOT MODELED
SSN001909	8	NOT MODELED	NOT MODELED
SSN001913	8	NOT MODELED	NOT MODELED
SSN001916	8	NOT MODELED	NOT MODELED
SSN001919	8	NOT MODELED	NOT MODELED
SSN001921	8	NOT MODELED	NOT MODELED
SSN001935	8	NOT MODELED	NOT MODELED
SSN001944	8	NOT MODELED	NOT MODELED
SSN001946	8	NOT MODELED	NOT MODELED
SSN001952	8	NOT MODELED	NOT MODELED
SSN001953	8	NOT MODELED	NOT MODELED
SSN001971	8	NOT MODELED	NOT MODELED
SSN001980	8	NOT MODELED	NOT MODELED
SSN002181	8	NOT MODELED	NOT MODELED
SSN002182	8	NOT MODELED	NOT MODELED
SSN002183	8	NOT MODELED	NOT MODELED
SSN002208	8	NOT MODELED	NOT MODELED
SSN002211	8	NOT MODELED	NOT MODELED
SSN002311	8	NOT MODELED	NOT MODELED
SSN002320	8	NOT MODELED	NOT MODELED
SSN003854	8	NOT MODELED	NOT MODELED
SSN004392	8	NOT MODELED	NOT MODELED
SSN004473	8	NOT MODELED	NOT MODELED
SSN004755	8	NOT MODELED	NOT MODELED
SSN006429	8	NOT MODELED	NOT MODELED
SSN006431	8	NOT MODELED	NOT MODELED
SSN006433	8	NOT MODELED	NOT MODELED
SSN007578	8	NOT MODELED	NOT MODELED
SSN007640	8	NOT MODELED	NOT MODELED
SSN013567	8	NOT MODELED	NOT MODELED
SSN013568	8	NOT MODELED	NOT MODELED
SSN013571	8	NOT MODELED	NOT MODELED
SSN013964	8	NOT MODELED	NOT MODELED
SSN013973	8	NOT MODELED	NOT MODELED
SSN013980	8	NOT MODELED	NOT MODELED
SSN013981	8	NOT MODELED	NOT MODELED
SSN013982	8	NOT MODELED	NOT MODELED
SSN018875	8	NOT MODELED	NOT MODELED
SSN019734	8	NOT MODELED	NOT MODELED

SSN019735	8	NOT MODELED	NOT MODELED
SSN019737	8	NOT MODELED	NOT MODELED
SSN019749	8	NOT MODELED	NOT MODELED
SSN020999	8	NOT MODELED	NOT MODELED
SSN022269	8	NOT MODELED	NOT MODELED
SSN022270	8	NOT MODELED	NOT MODELED
SSN031457	8	NOT MODELED	NOT MODELED
SSN033451	8	NOT MODELED	NOT MODELED
SSN033481	8	NOT MODELED	NOT MODELED
SSN001922	10	NOT MODELED	NOT MODELED
SSN004624	10	NOT MODELED	NOT MODELED
SSN014023	10	NOT MODELED	NOT MODELED
SSN014024	10	NOT MODELED	NOT MODELED
SSN014025	10	NOT MODELED	NOT MODELED
SSN014028	10	NOT MODELED	NOT MODELED
SSN022267	10	NOT MODELED	NOT MODELED
SSN022268	10	NOT MODELED	NOT MODELED
SSN018873	12	0.2	0.3
SSN053479	12	0.2	0.3
SSN000766	15	0.25	0.35
SSN000767	15	0.25	0.35
SSN004457	30	0.465	0.775
SSN004475	30	0.465	0.775
SSN004478	30	0.465	0.775
SSN004479	30	0.465	0.775
SSN004484	30	0.465	0.771
SSN006253	30	0.465	0.775
SSN006275	30	0.465	0.771
SSN006276	30	0.465	0.771
SSN006277	30	0.465	0.771
SSN006281	30	0.465	0.769
SSN006284	30	0.465	0.769
SSN006310	36	0.514	0.817
SSN006311	36	0.514	0.817
SSN054012	42	0.514	0.817
SSN060142	30	0.465	0.771

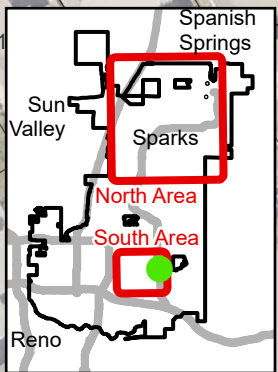
EXHIBIT 345-D

Individual Manhole Sheets



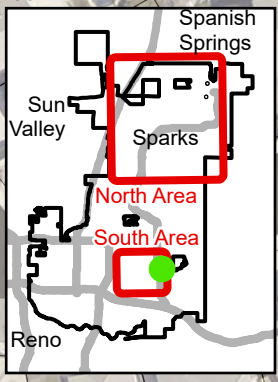
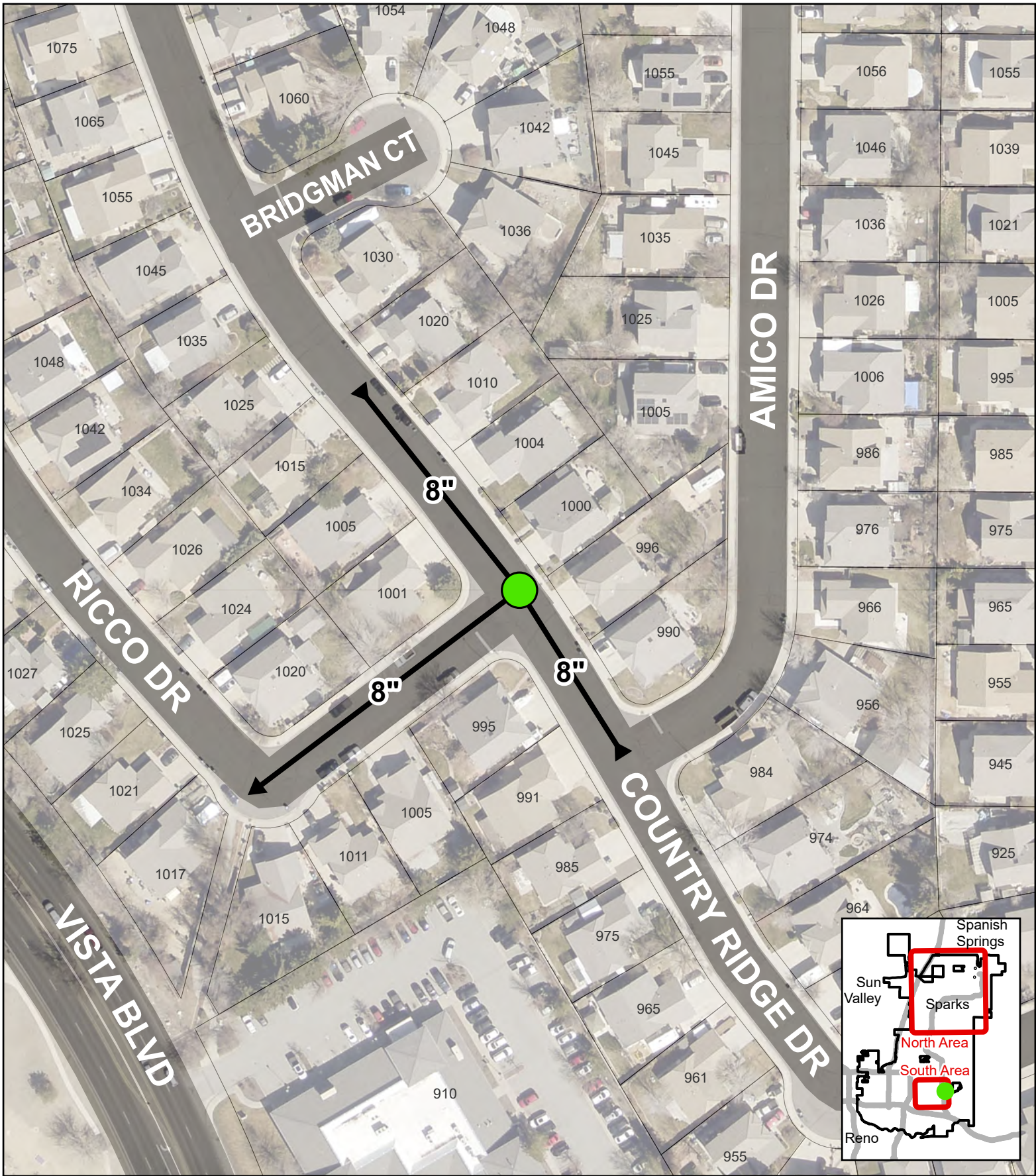
Facility ID: SSN000431
Manhole Location: 39.542414, -119.706261
Rim Elevation: 4398.21ft
Invert Elevation: 4391.32ft
Manhole Depth: 6.89ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN000742
Manhole Location: 39.543647, -119.704288
Rim Elevation: 4405.27ft
Invert Elevation: 4397.8ft
Manhole Depth: 7.47ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN000744
Manhole Location: 39.543479, -119.702899
Rim Elevation: 4405.28ft
Invert Elevation: 4397.74ft
Manhole Depth: 7.54ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole:
Water Infiltration: Gushing
Notes:



Facility ID: SSN000766

Manhole Location: 39.549097, -119.704889

Rim Elevation: 4413.01ft

Invert Elevation: 4403.69ft

Manhole Depth: 9.32ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

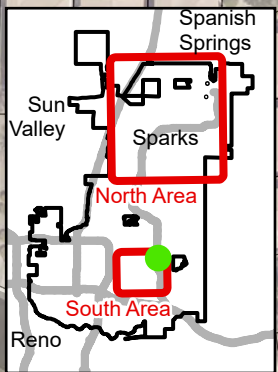
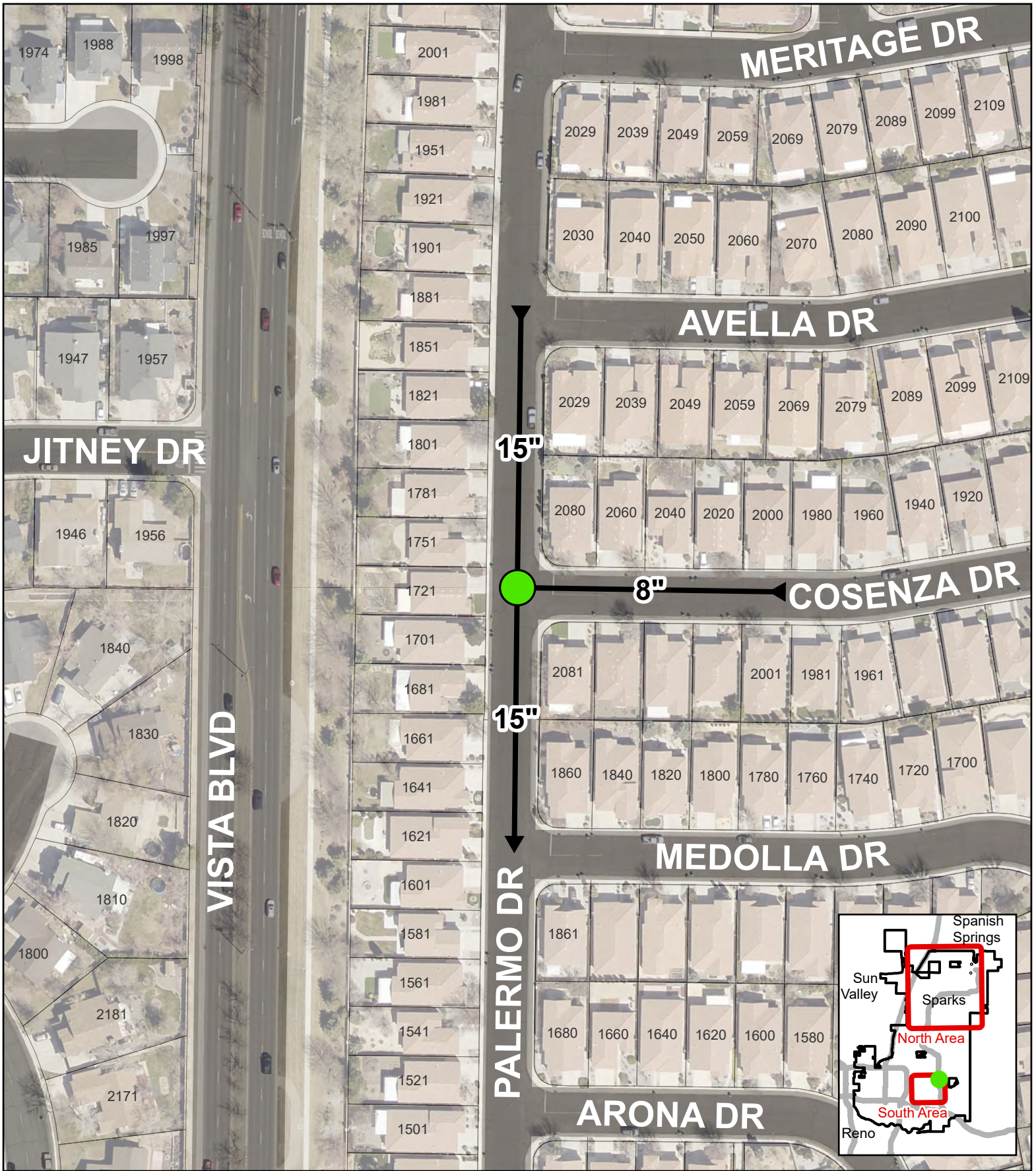
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: Yes

Water Infiltration: Running

Notes:



Facility ID: SSN000767

Manhole Location: 39.548391, -119.704889

Rim Elevation: 4412ft

Invert Elevation: 4402ft

Manhole Depth: 10ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

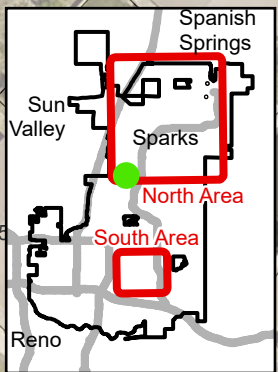
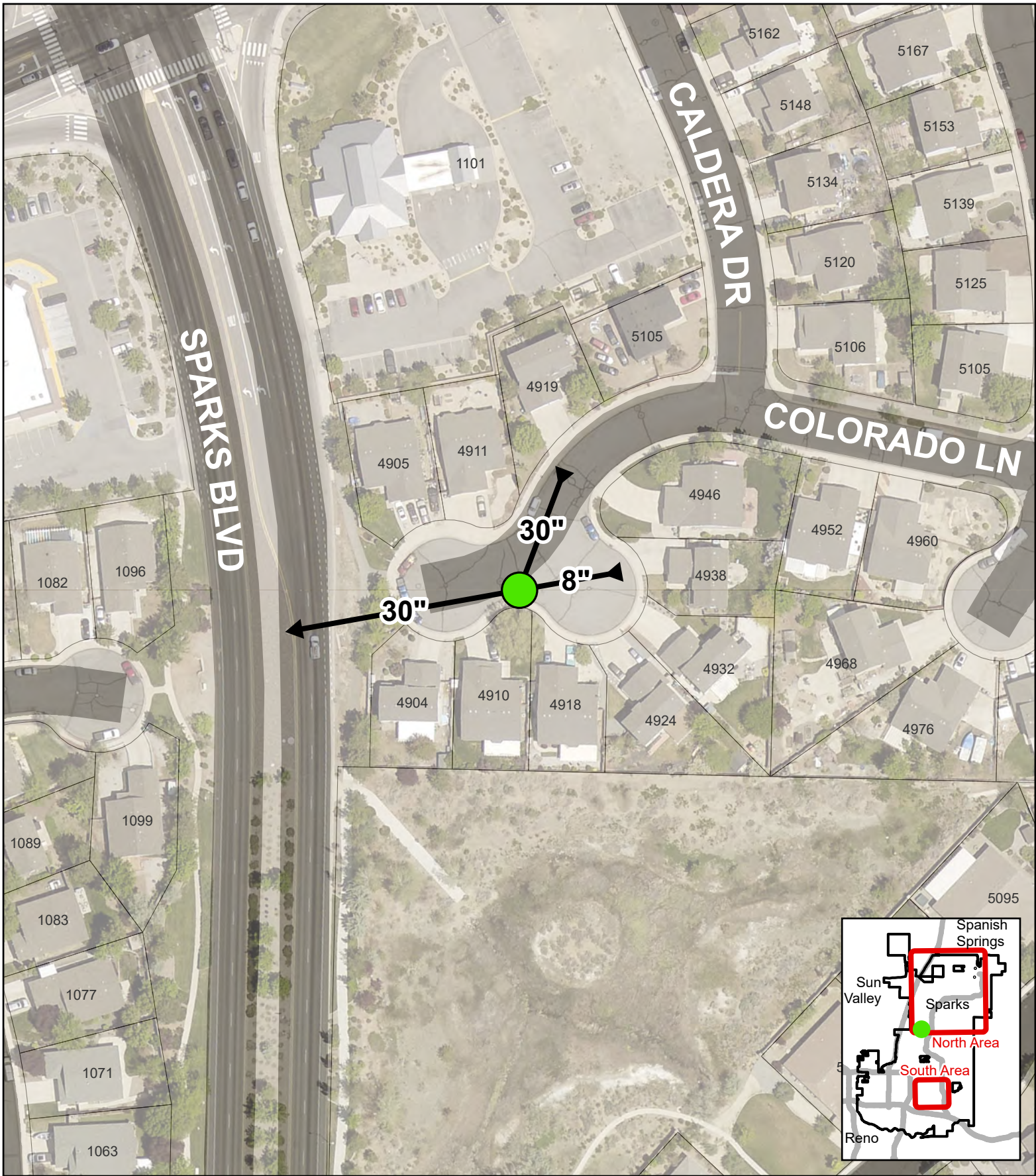
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

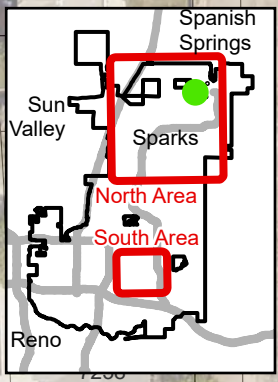
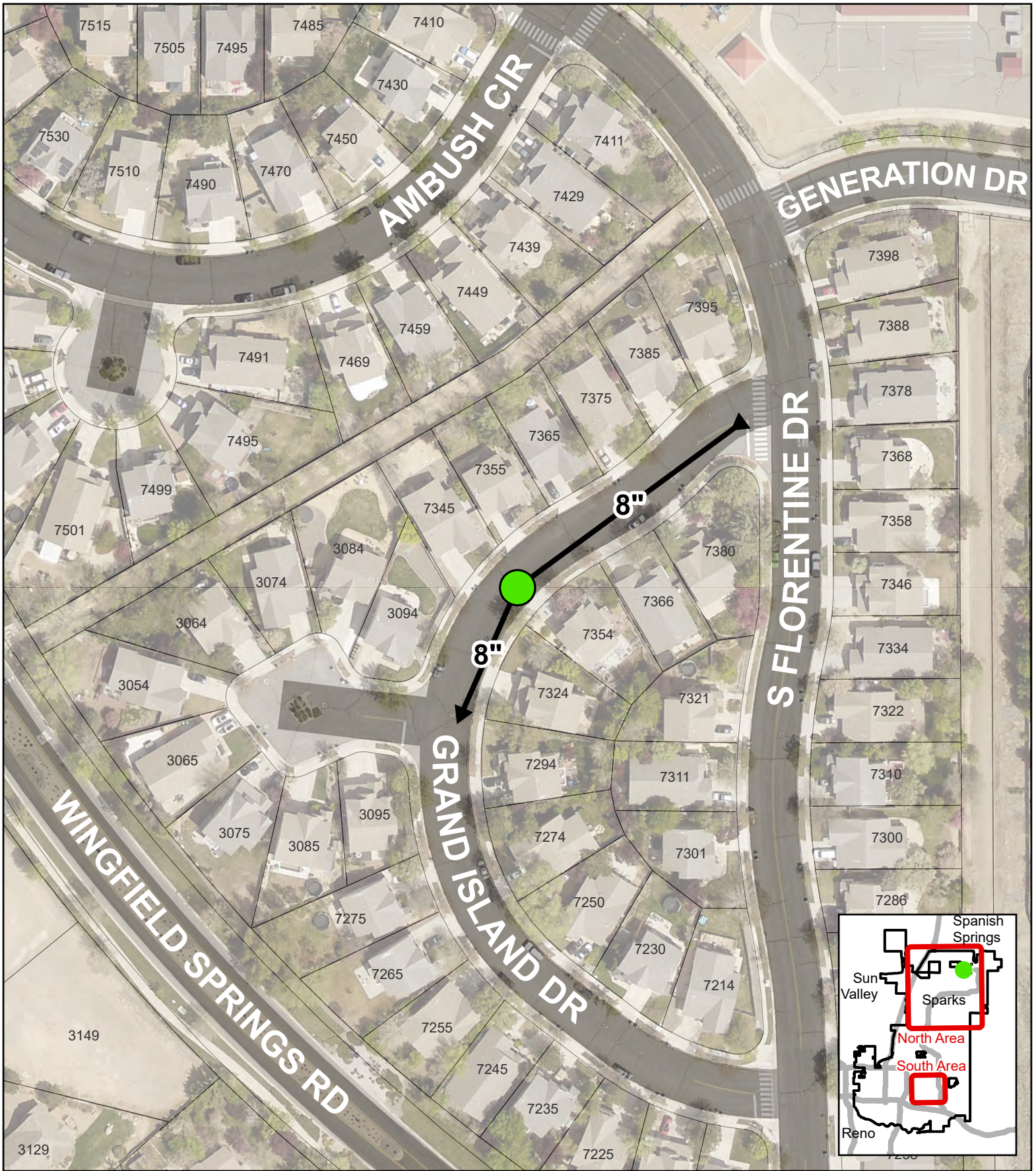
Water Infiltration: Running

Notes:



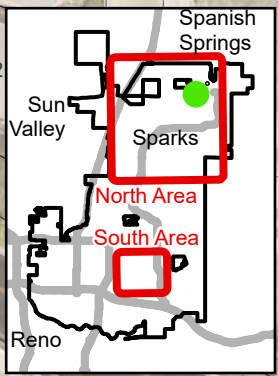
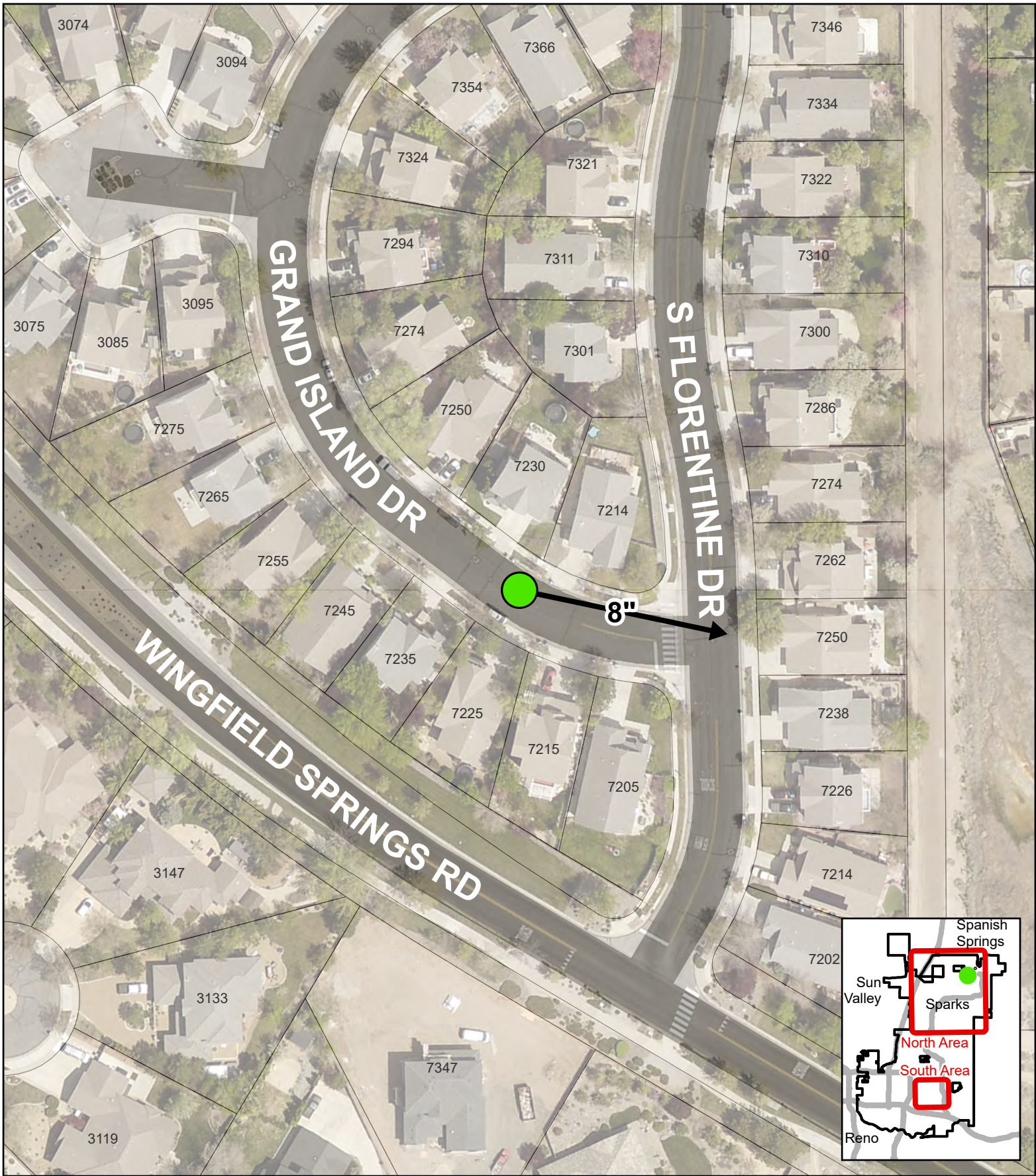
Facility ID: SSN001437
Manhole Location: 39.58573, -119.723569
Rim Elevation: 4444.31ft
Invert Elevation: 4435.86ft
Manhole Depth: 8.45ft
Barrel Diameter: 60in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Gushing
Notes:



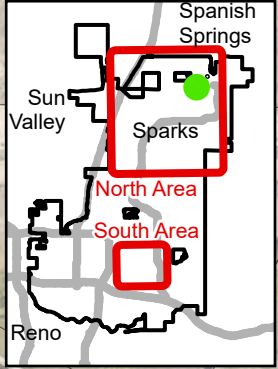
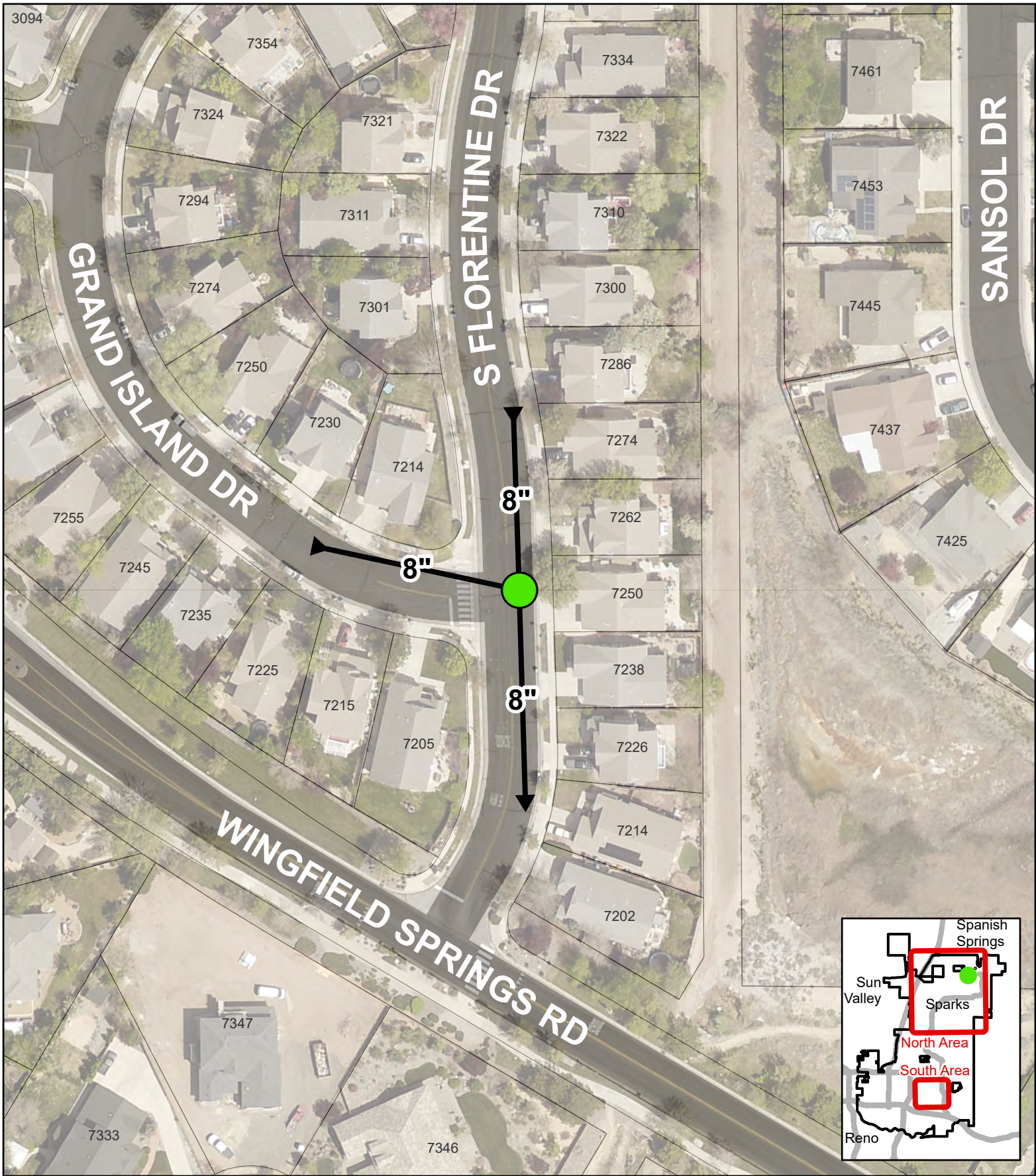
Facility ID: SSN001909
Manhole Location: 39.623383, -119.683367
Rim Elevation: 4494.67ft
Invert Elevation: 4486.7ft
Manhole Depth: 7.97ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN001913
Manhole Location: 39.62238, -119.683003
Rim Elevation: 4494.89ft
Invert Elevation: 4487.09ft
Manhole Depth: 7.8ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 0
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN001916

Manhole Location: 39.622307, -119.682526

Rim Elevation: 4494.1ft

Invert Elevation: 4486.13ft

Manhole Depth: 7.97ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

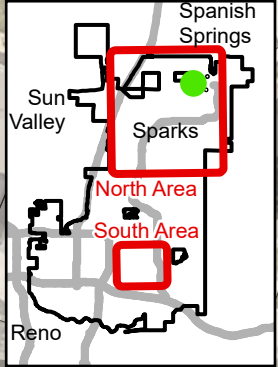
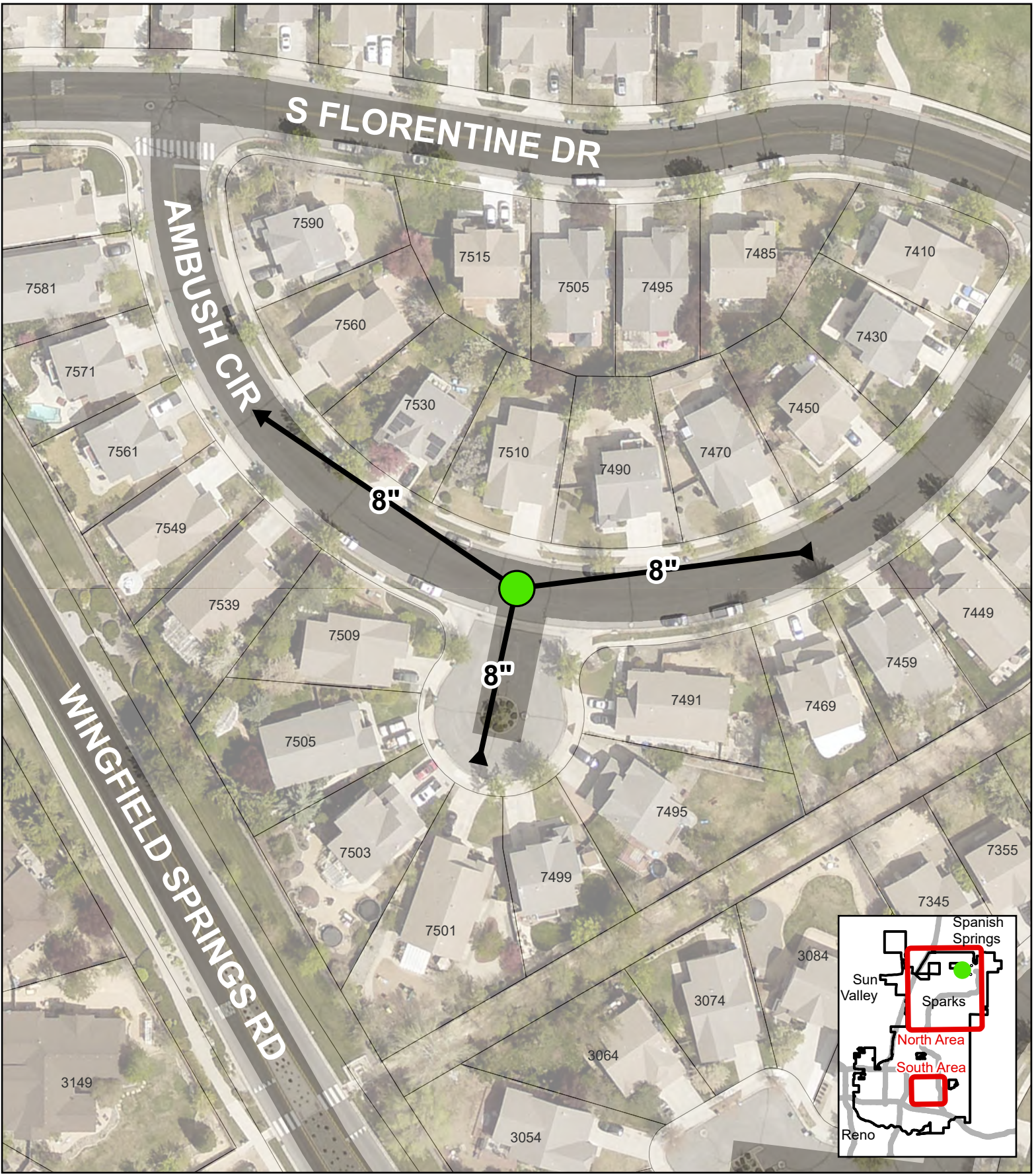
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN001919

Manhole Location: 39.624053, -119.684472

Rim Elevation: 4493.79ft

Invert Elevation: 4488.76ft

Manhole Depth: 5.03ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

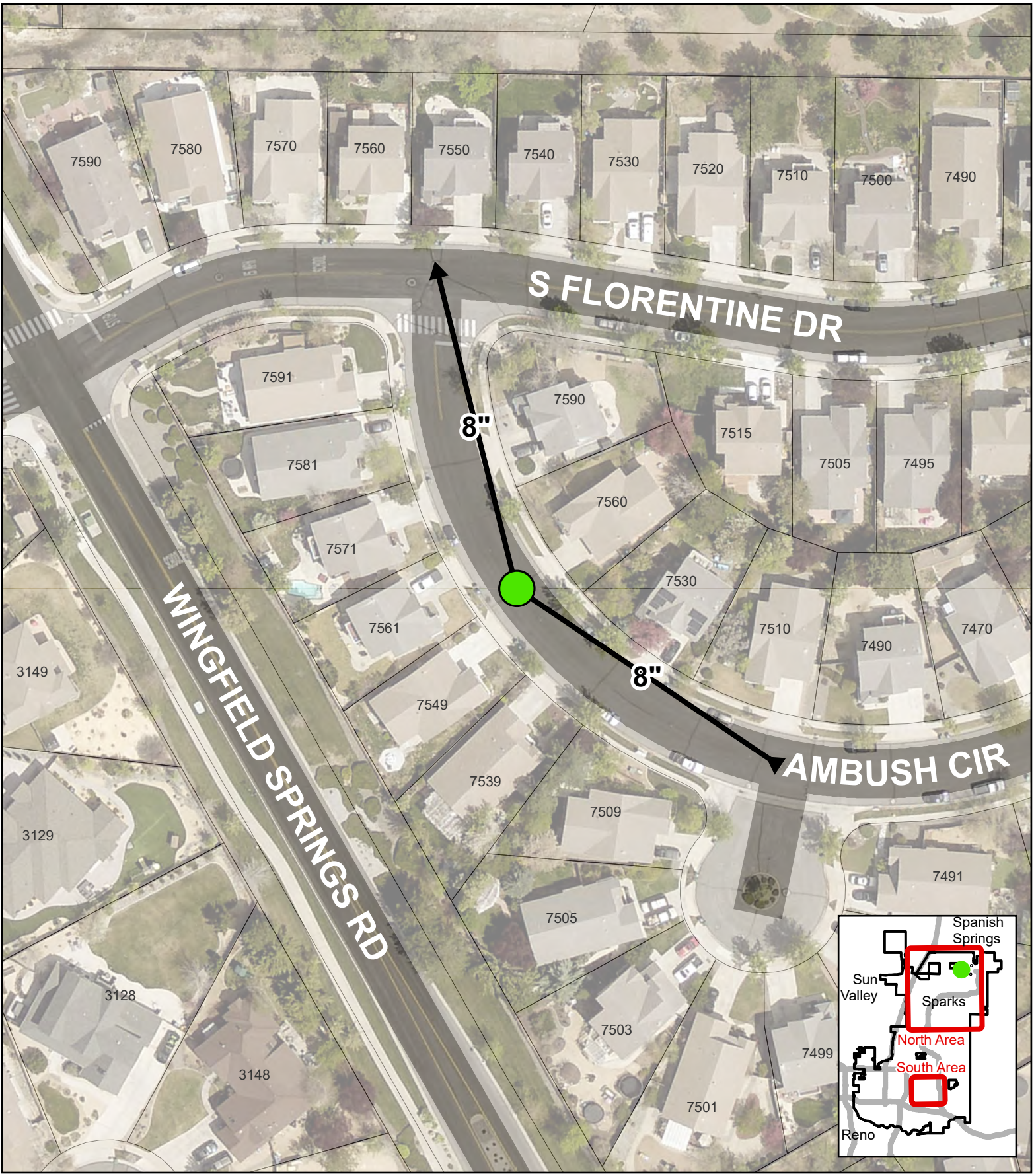
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

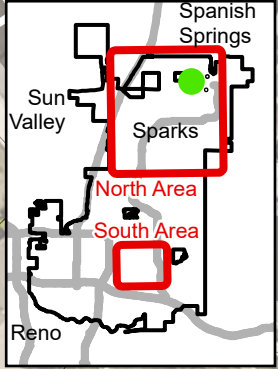
Water Infiltration: Running

Notes:



Facility ID: SSN001921
Manhole Location: 39.624334, -119.685025
Rim Elevation: 4493.08ft
Invert Elevation: 4488.02ft
Manhole Depth: 5.06ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN001922

Manhole Location: 39.624834, -119.685659

Rim Elevation: 4493.12ft

Invert Elevation: 4486.74ft

Manhole Depth: 6.38ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

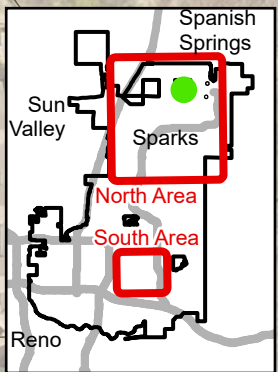
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN001935

Manhole Location: 39.624278, -119.689993

Rim Elevation: 4489.98ft

Invert Elevation: 4481.35ft

Manhole Depth: 8.63ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

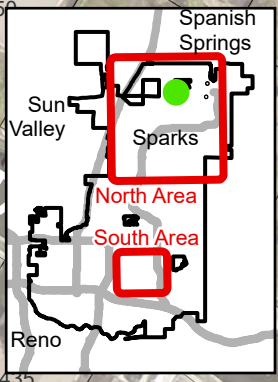
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

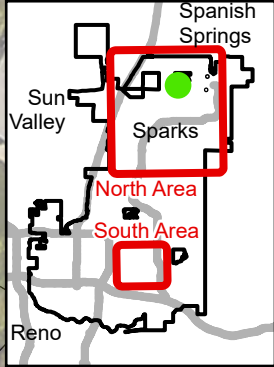
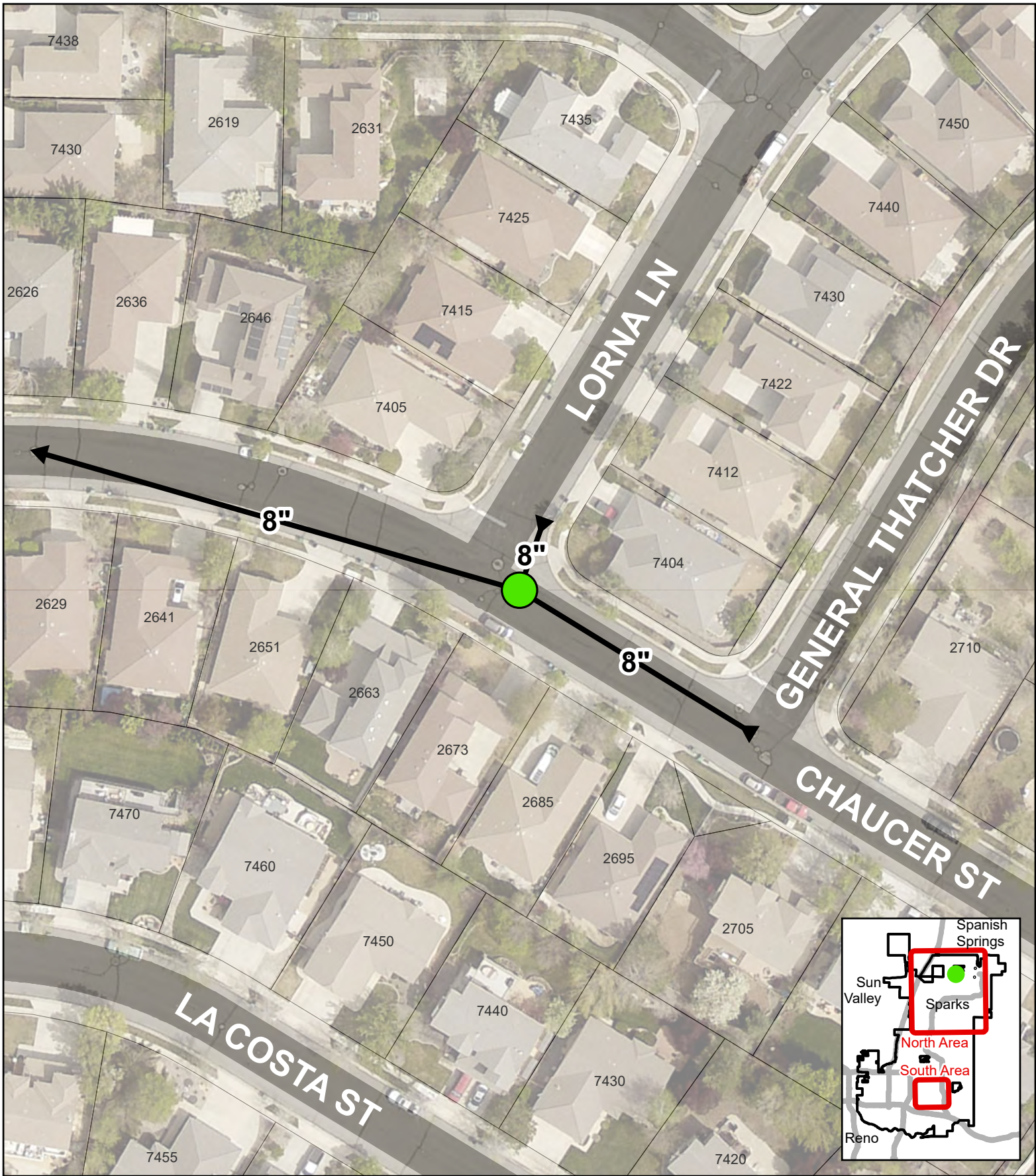
Water Infiltration: Running

Notes:



Facility ID: SSN001944
Manhole Location: 39.623372, -119.694412
Rim Elevation: 4482.73ft
Invert Elevation: 4472.49ft
Manhole Depth: 10.24ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Gushing
Notes:



Facility ID: SSN001946

Manhole Location: 39.62318, -119.69327

Rim Elevation: 4483.96ft

Invert Elevation: 4474.28ft

Manhole Depth: 9.68ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

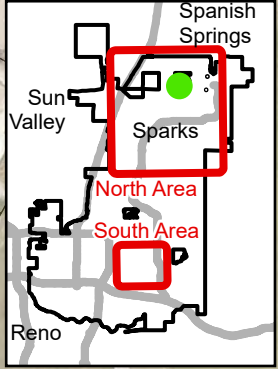
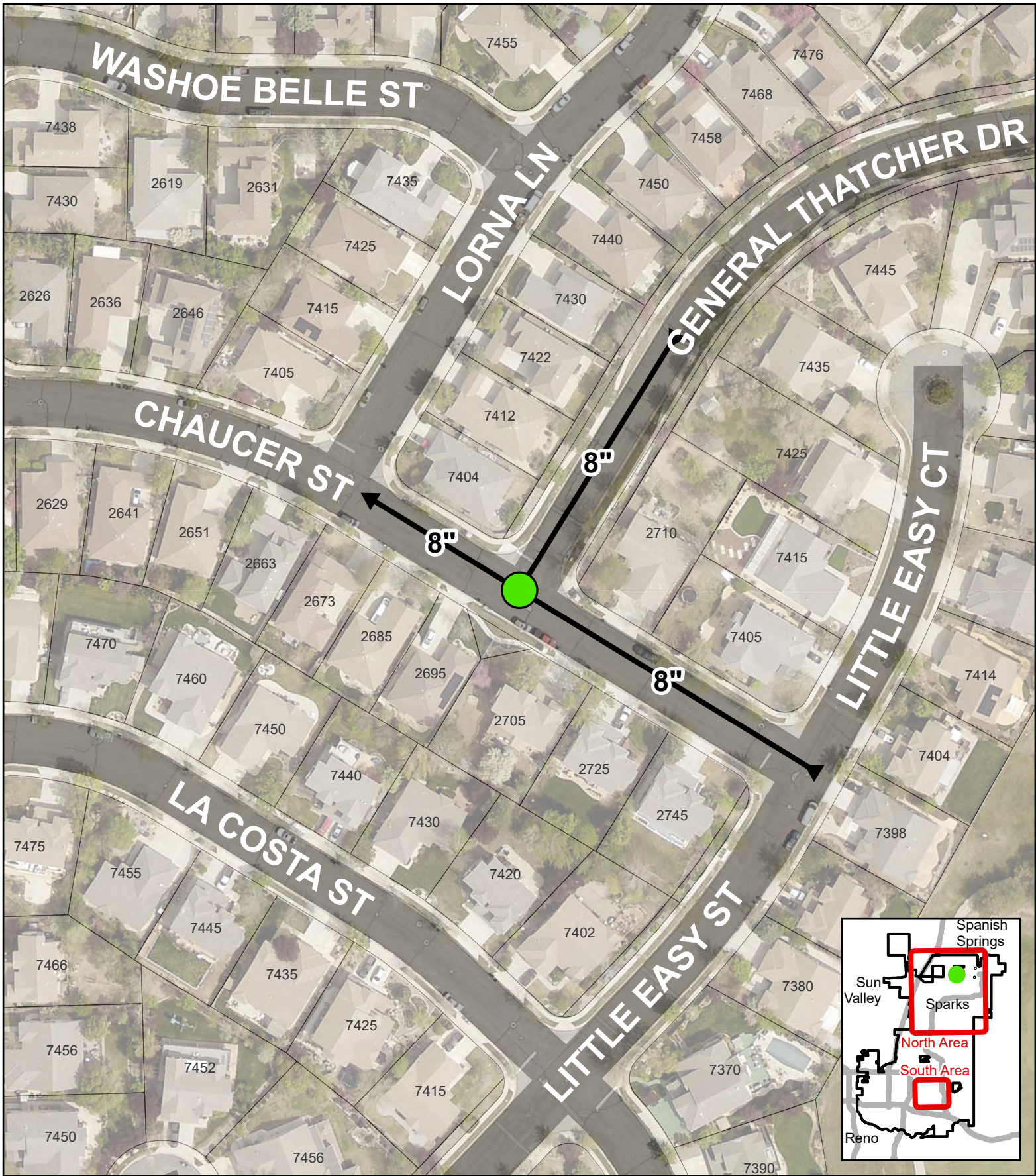
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

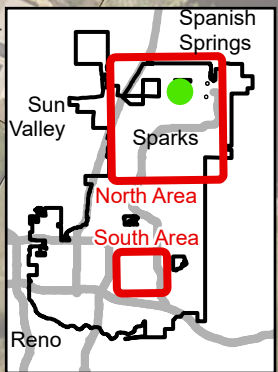
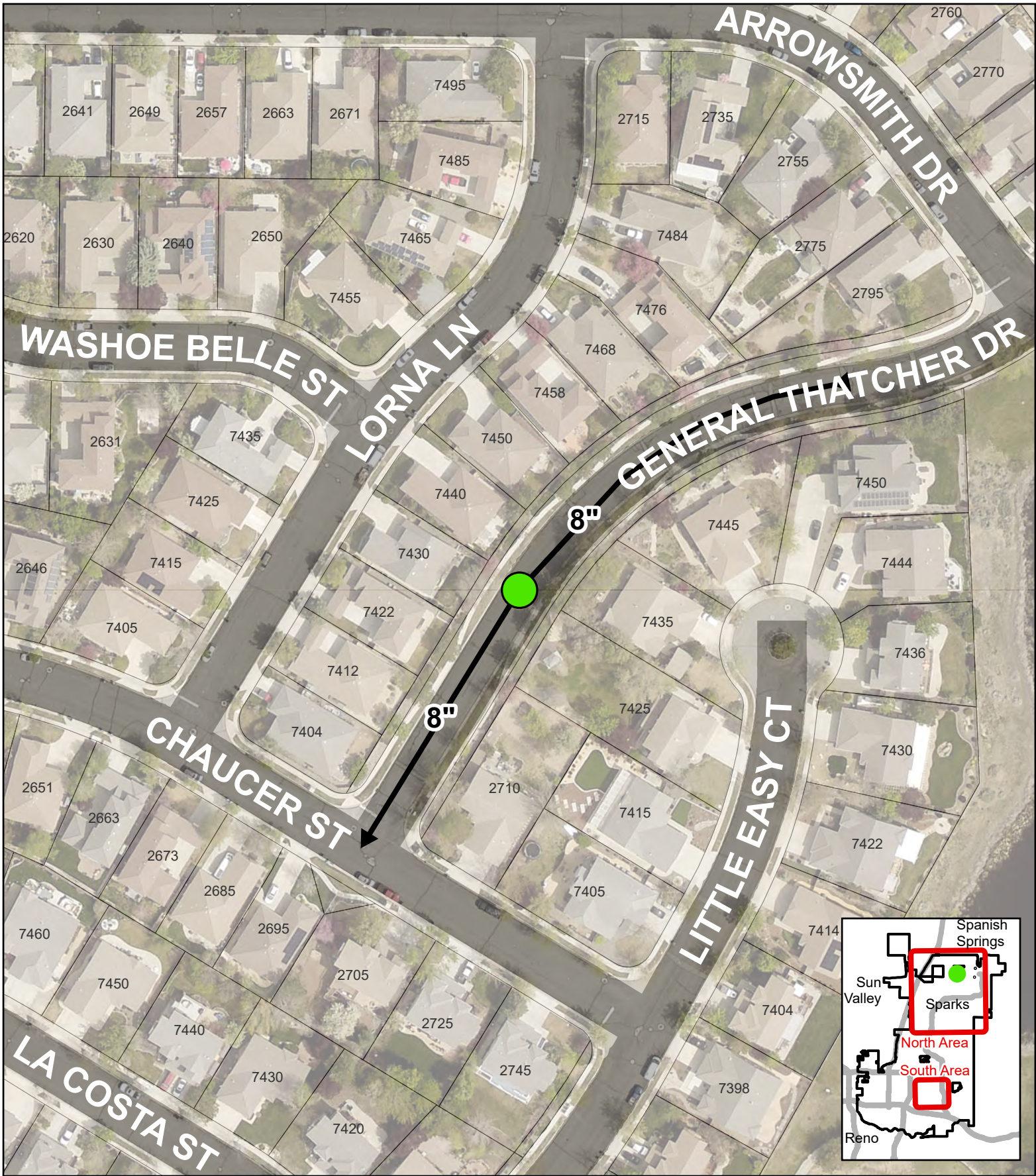
Water Infiltration: Running

Notes:



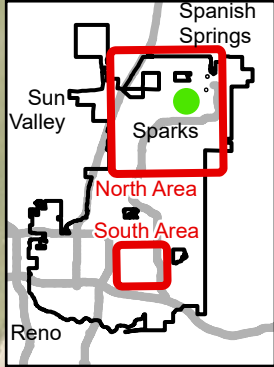
Facility ID: SSN001952
Manhole Location: 39.622978, -119.692833
Rim Elevation: 4484.34ft
Invert Elevation: 4475.34ft
Manhole Depth: 9ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



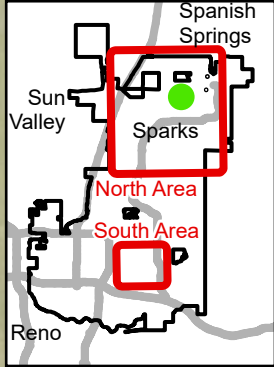
Facility ID: SSN001953
Manhole Location: 39.623532, -119.692405
Rim Elevation: 4486.07ft
Invert Elevation: 4476.55ft
Manhole Depth: 9.52ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



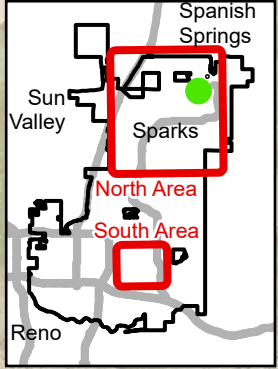
Facility ID: SSN001971
Manhole Location: 39.615988, -119.688662
Rim Elevation: 4485.21ft
Invert Elevation: 4473.02ft
Manhole Depth: 12.19ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



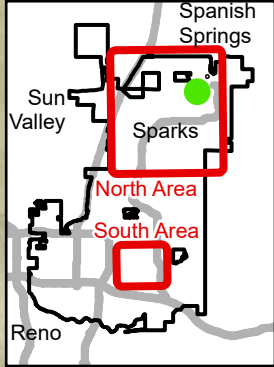
Facility ID: SSN001980
Manhole Location: 39.618171, -119.691615
Rim Elevation: 4482.81ft
Invert Elevation: 4472.41ft
Manhole Depth: 10.4ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



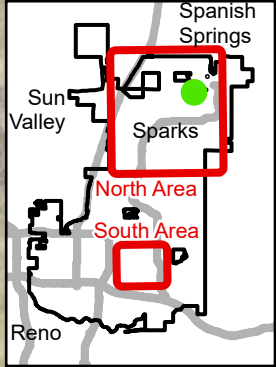
Facility ID: SSN002181
Manhole Location: 39.620566, -119.681276
Rim Elevation: 4493.12ft
Invert Elevation: 4481.12ft
Manhole Depth: 12ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN002182
Manhole Location: 39.6205, -119.682322
Rim Elevation: 4491.81ft
Invert Elevation: 4482.36ft
Manhole Depth: 9.45ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN002183

Manhole Location: 39.620117, -119.683909

Rim Elevation: 4489.7ft

Invert Elevation: 4484.6ft

Manhole Depth: 5.1ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

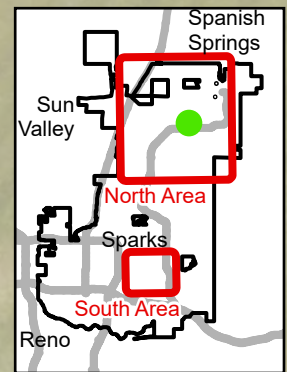
Number of Inlet Pipes: 0

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN002208

Manhole Location: 39.609357, -119.692293

Rim Elevation: 4475.47ft

Invert Elevation: 4464.29ft

Manhole Depth: 11.18ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

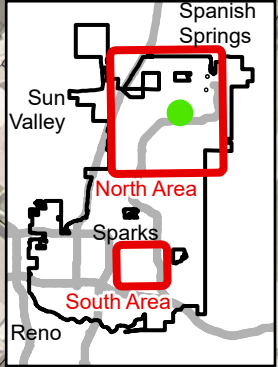
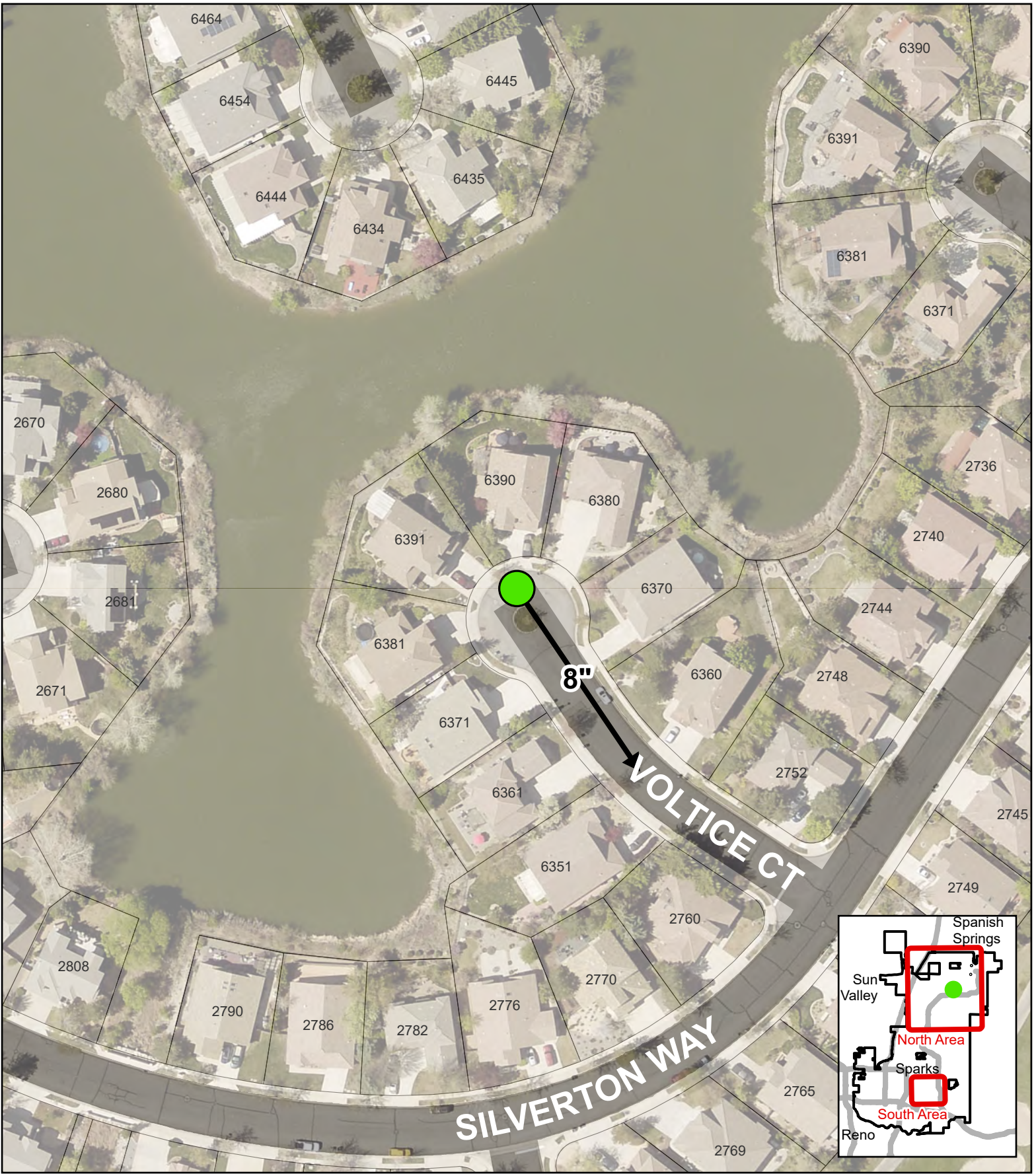
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole:

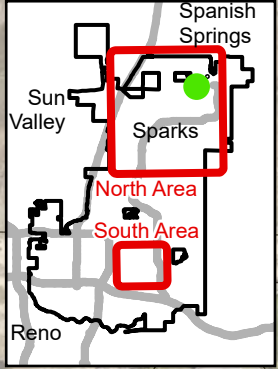
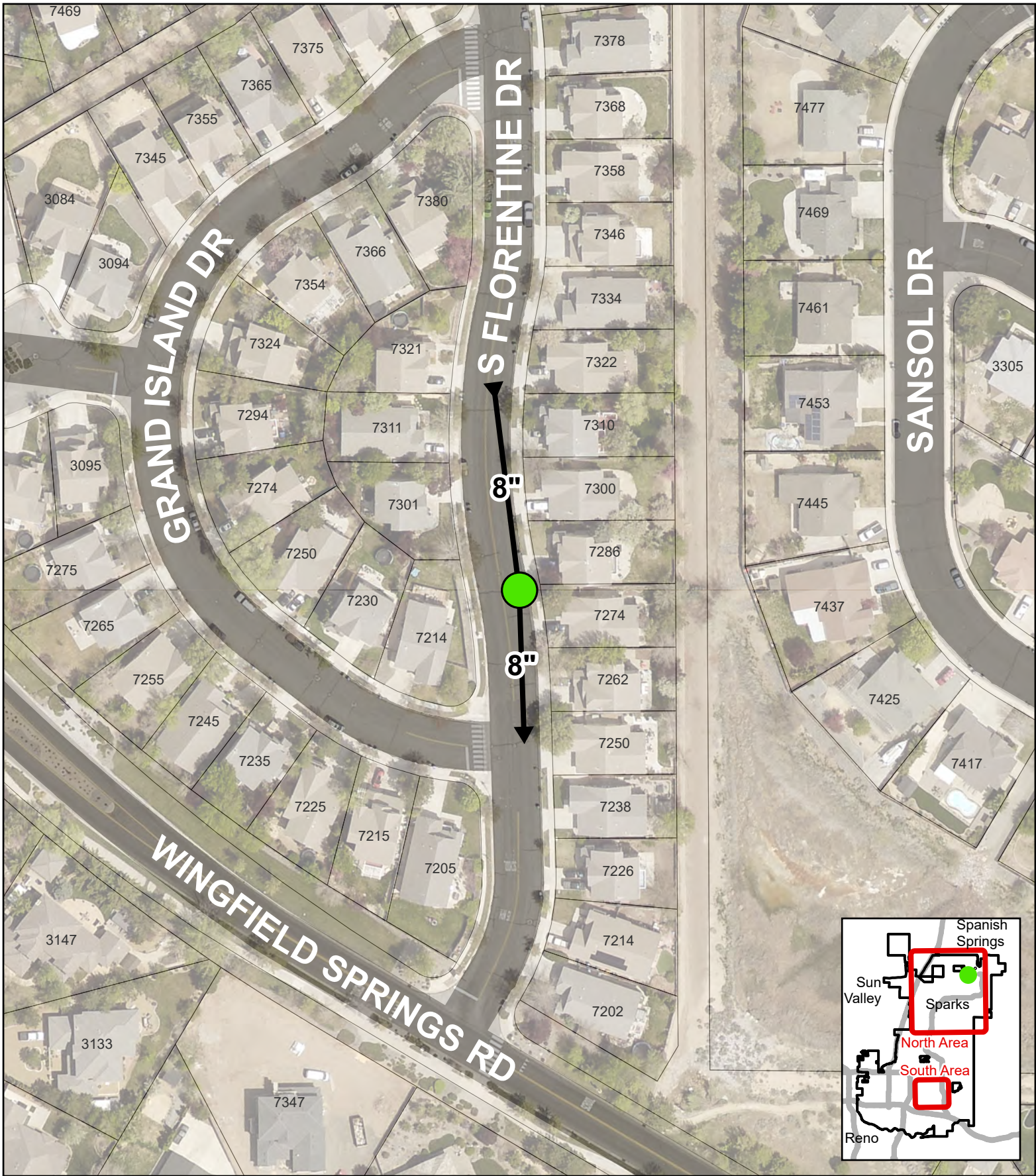
Water Infiltration: Running

Notes:



Facility ID: SSN002211
Manhole Location: 39.610869, -119.692387
Rim Elevation: 4472.6ft
Invert Elevation: 4467.27ft
Manhole Depth: 5.33ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 0
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN002311

Manhole Location: 39.62263, -119.682545

Rim Elevation: 4494.62ft

Invert Elevation: 4486.84ft

Manhole Depth: 7.78ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

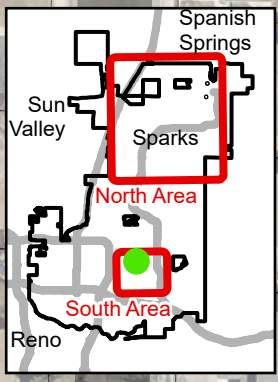
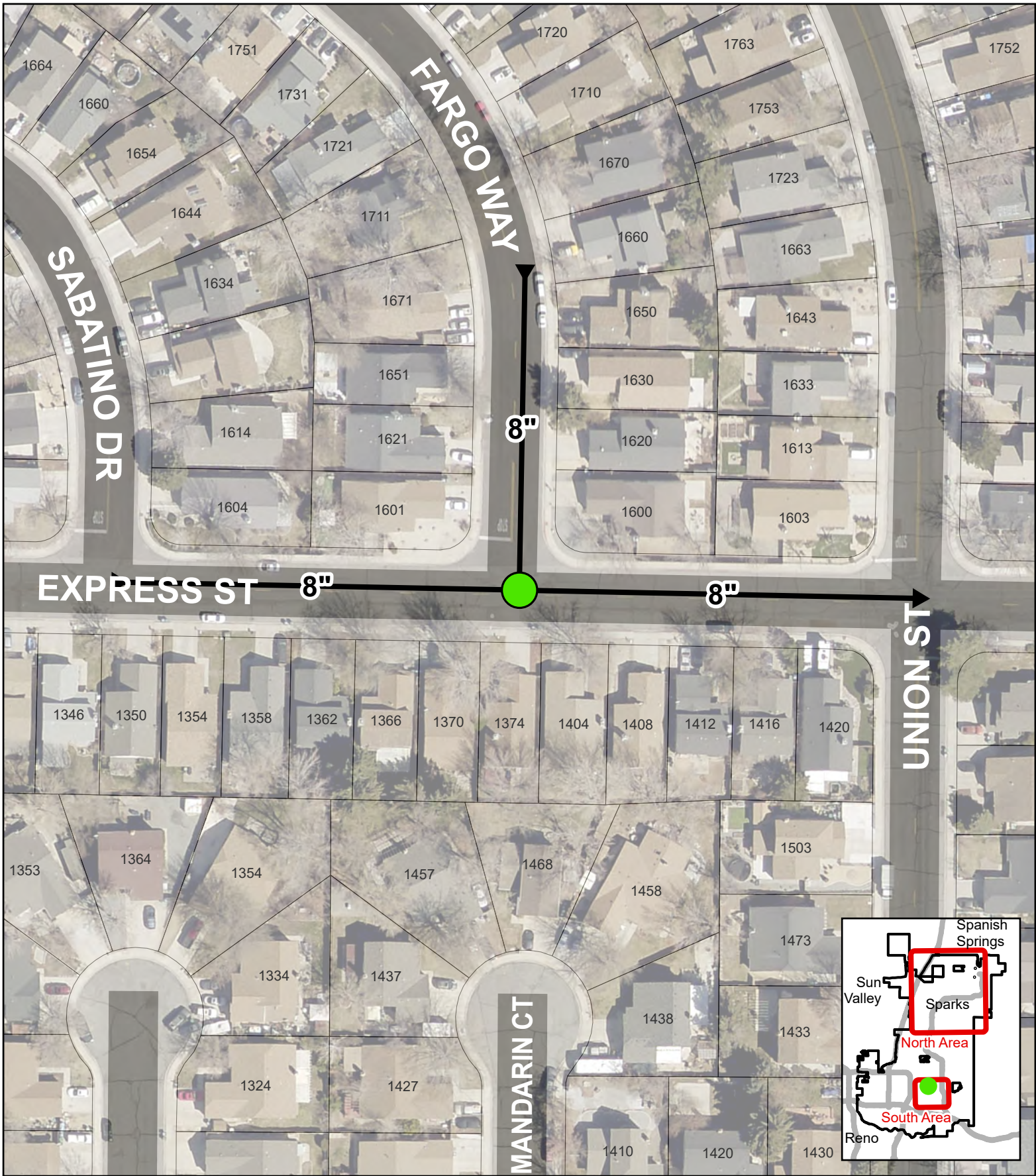
Water Infiltration: Running

Notes:



Facility ID: SSN002320
Manhole Location: 39.620281, -119.683366
Rim Elevation: 4490.41ft
Invert Elevation: 4483.41ft
Manhole Depth: 7ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN003854
Manhole Location: 39.54711, -119.717875
Rim Elevation: 4398.72ft
Invert Elevation: 4390.15ft
Manhole Depth: 8.57ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole:
Water Infiltration: Running
Notes:



Facility ID: SSN004392
Manhole Location: 39.545982, -119.703324
Rim Elevation: 4409.778ft
Invert Elevation: 4400.438ft
Manhole Depth: 9.3399ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN004457

Manhole Location: 39.594284, -119.724886

Rim Elevation: 4453.843ft

Invert Elevation: 4436.278ft

Manhole Depth: 17.565ft

Barrel Diameter: 60in

Manhole Material: Reinforced Concrete

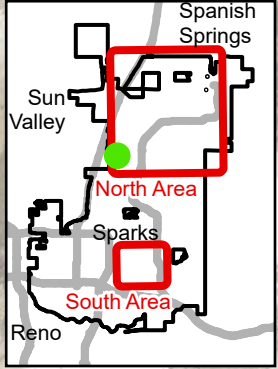
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Gushing

Notes:



Facility ID: SSN004473

Manhole Location: 39.591649, -119.729001

Rim Elevation: 4446.764ft

Invert Elevation: 4440.1765ft

Manhole Depth: 6.5875ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

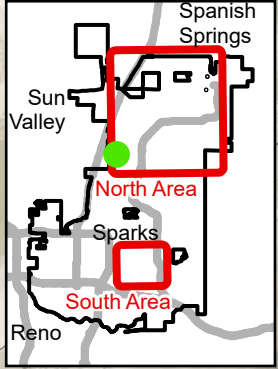
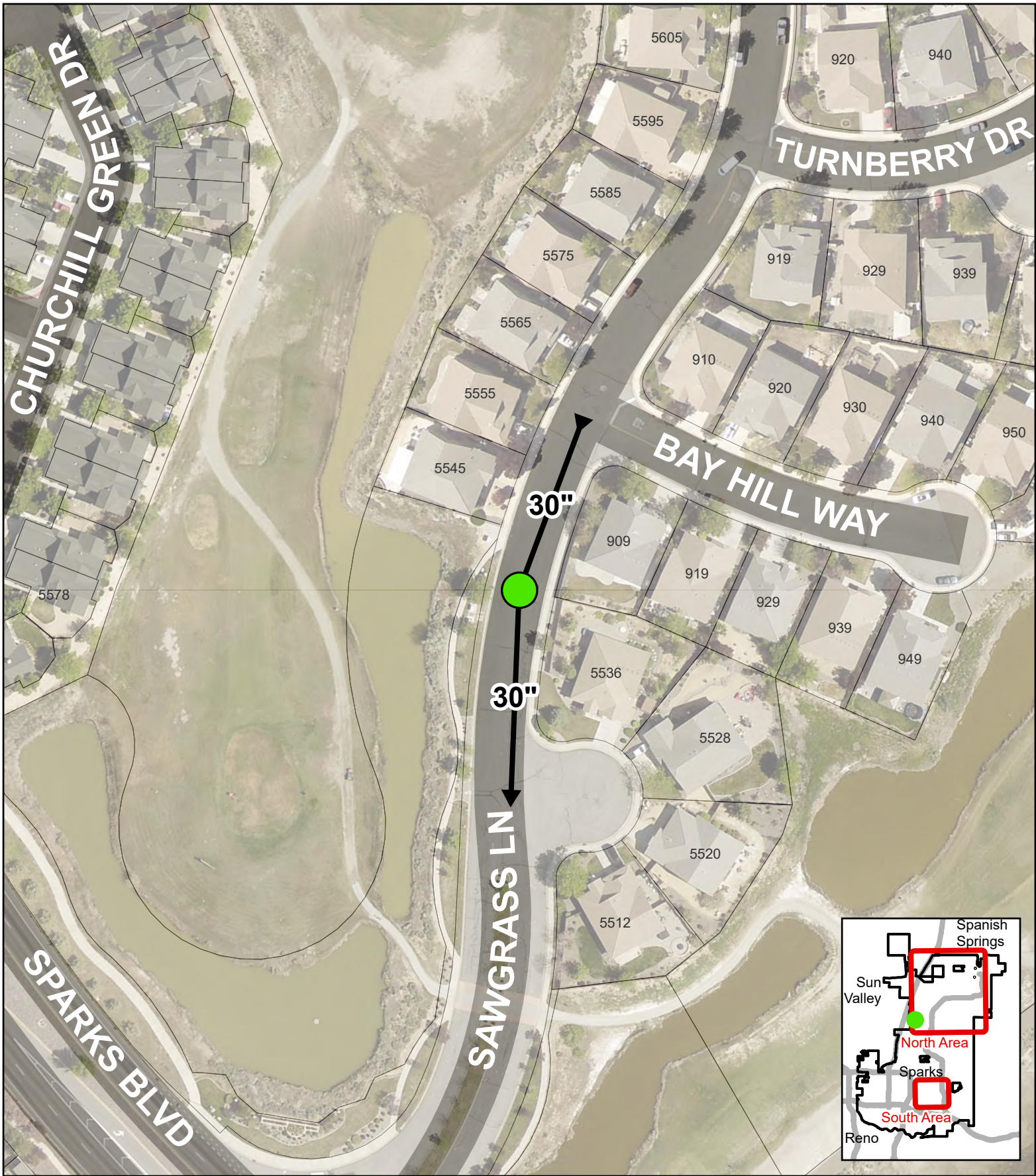
Number of Inlet Pipes: 0

Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Running

Notes:



Facility ID: SSN004475

Manhole Location: 39.592104, -119.729226

Rim Elevation: 4448.42ft

Invert Elevation: 4434.3915ft

Manhole Depth: 14.0285ft

Barrel Diameter: 60in

Manhole Material: Reinforced Concrete

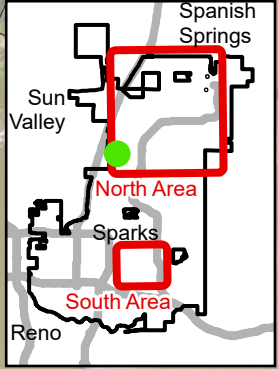
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Running

Notes:



Facility ID: SSN004478

Manhole Location: 39.592474, -119.729054

Rim Elevation: 4449.214ft

Invert Elevation: 4434.8092ft

Manhole Depth: 14.4048ft

Barrel Diameter: 60in

Manhole Material: Reinforced Concrete

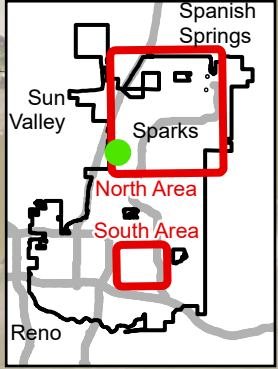
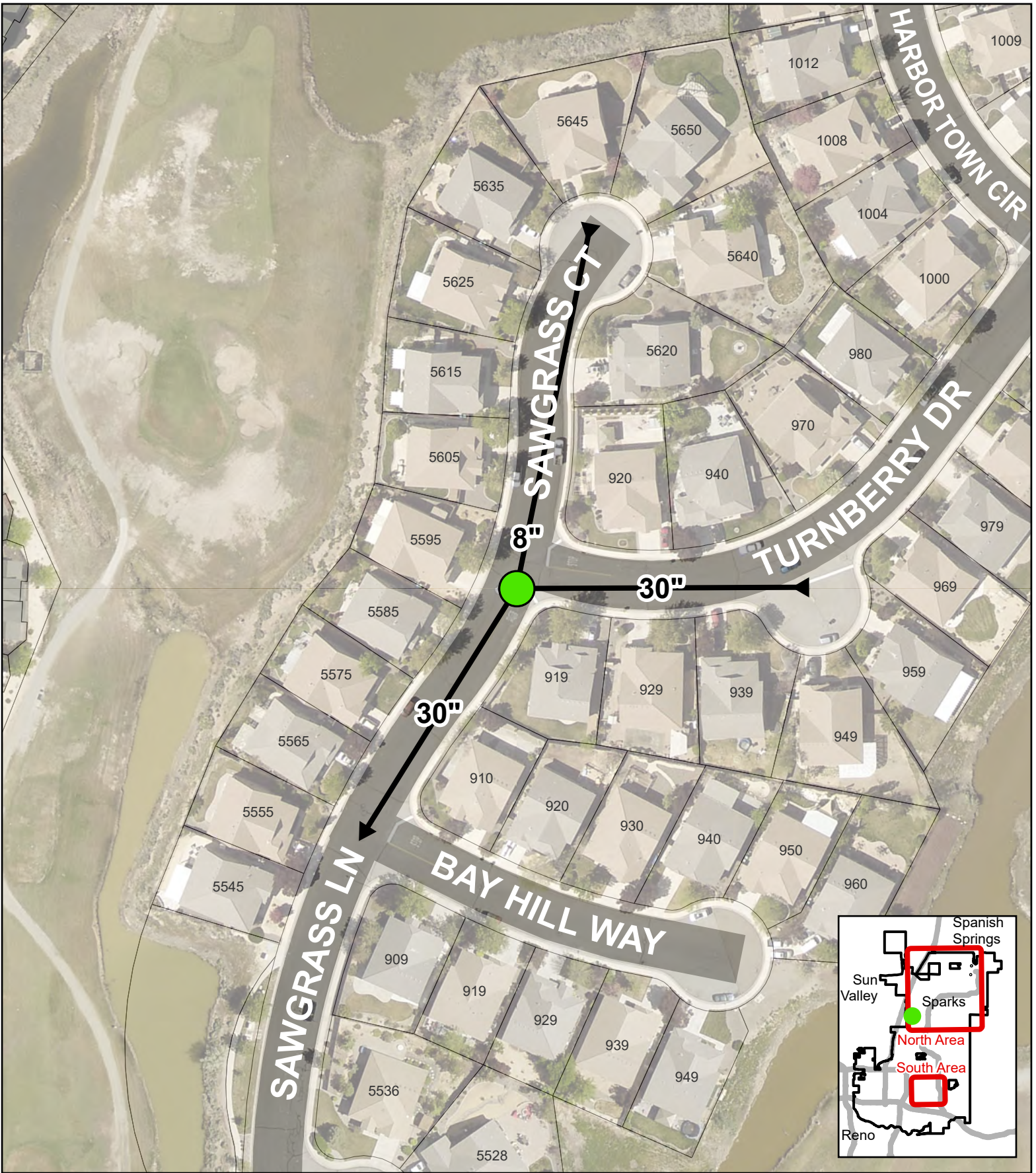
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: Yes

Water Infiltration: Running

Notes:



Facility ID: SSN004479

Manhole Location: 39.593017, -119.728627

Rim Elevation: 4450.482ft

Invert Elevation: 4434.9366ft

Manhole Depth: 15.5454ft

Barrel Diameter: 60in

Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2

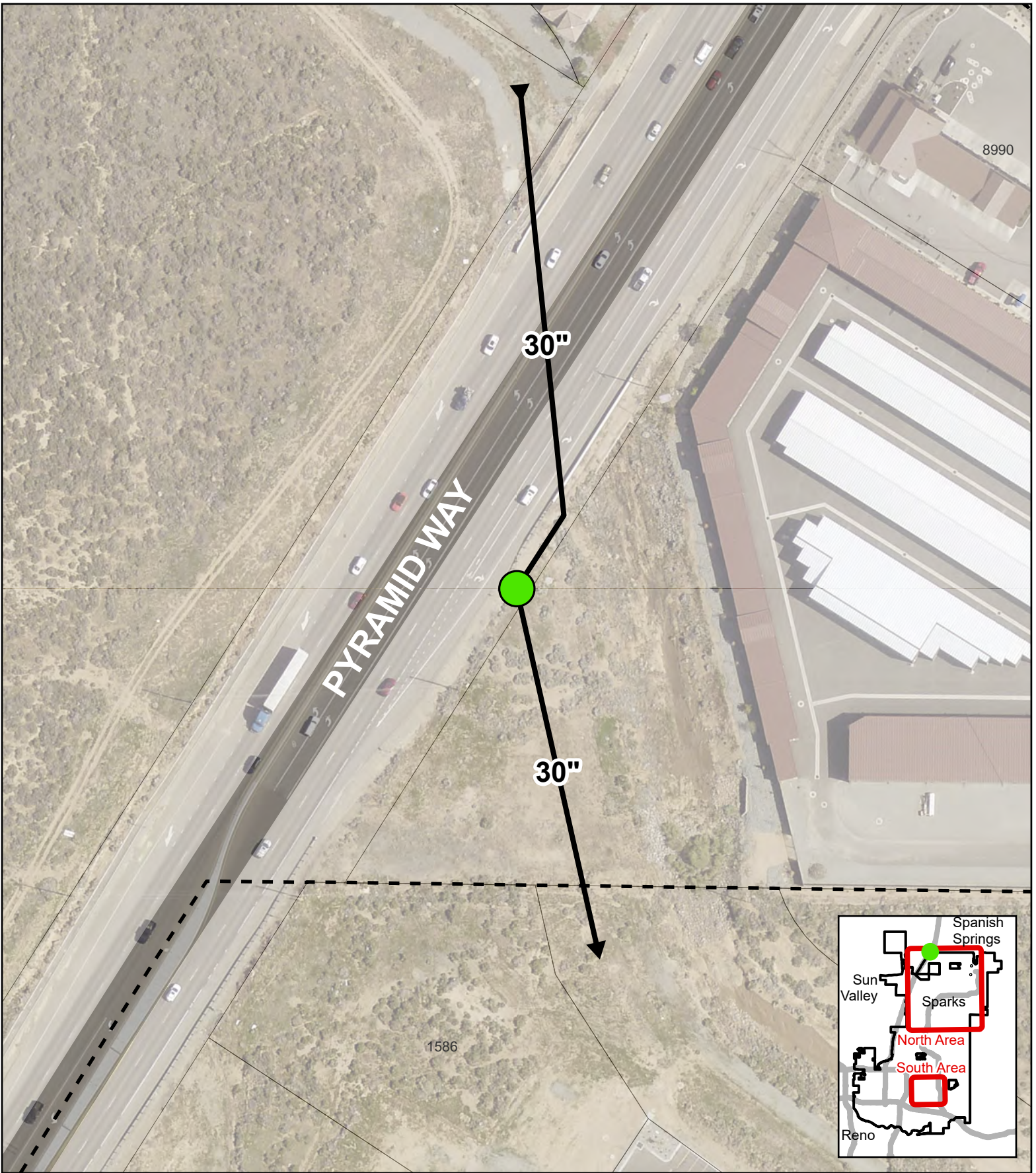
Number of Outlet Pipes: 1

Drop Manhole: Yes

Water Infiltration: Running

Notes:

 N Drop-In



Facility ID: SSN004484

Manhole Location: 39.636757, -119.712759

Rim Elevation: 4490.472ft

Invert Elevation: 4470.772ft

Manhole Depth: 19.7ft

Barrel Diameter: 60in

Manhole Material:

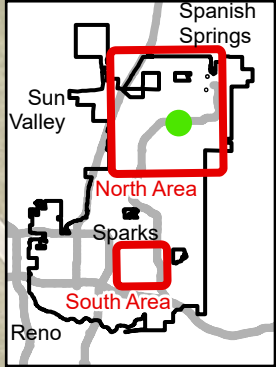
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN004624

Manhole Location: 39.606162, -119.692934

Rim Elevation: 4481.007ft

Invert Elevation: 4472.95ft

Manhole Depth: 8.057ft

Barrel Diameter: 48in

Manhole Material:

Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

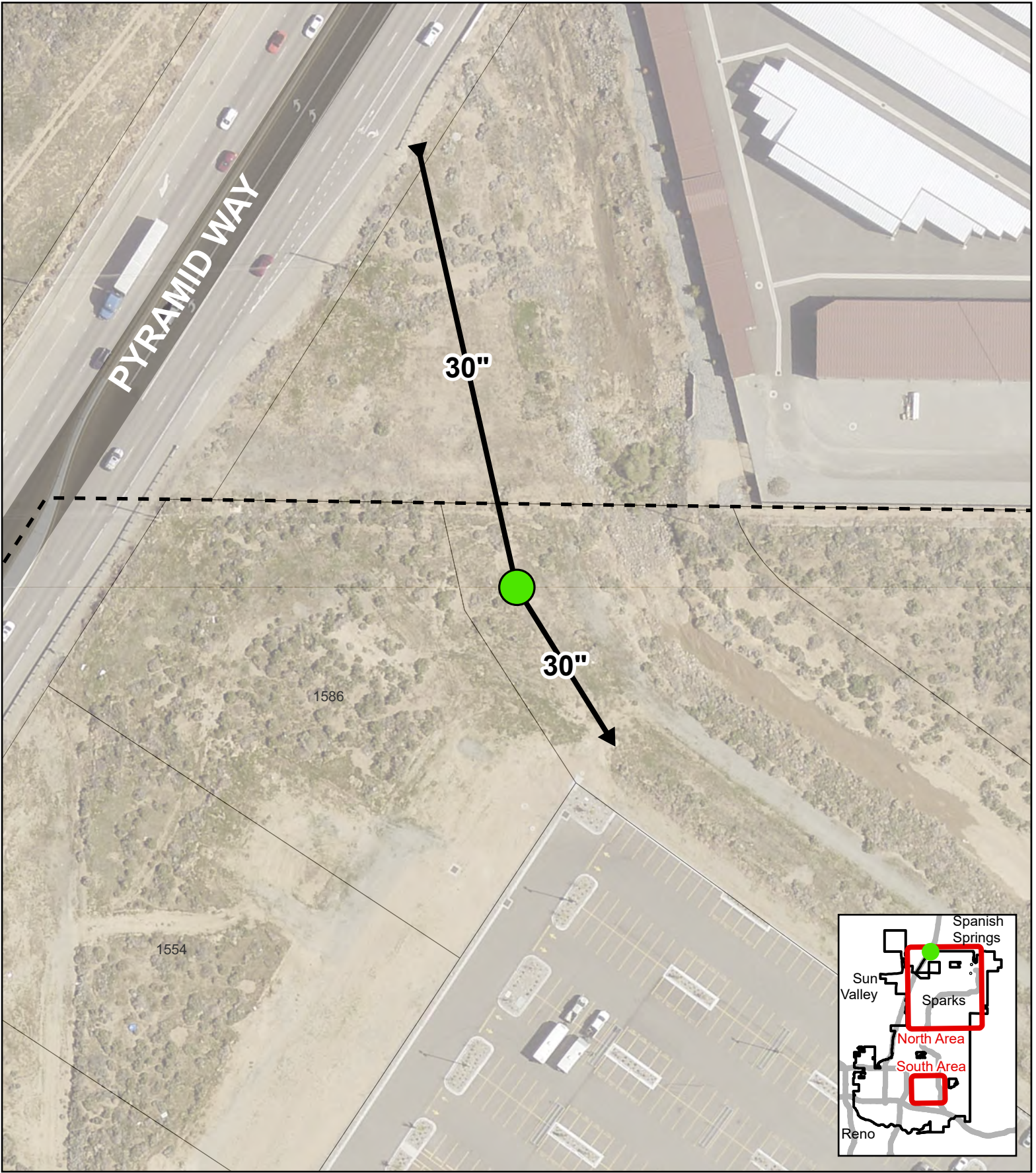
Water Infiltration: Running

Notes:



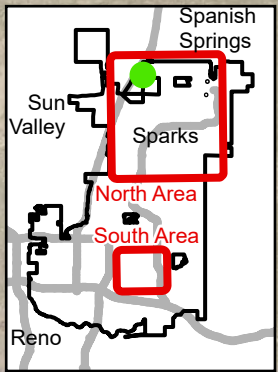
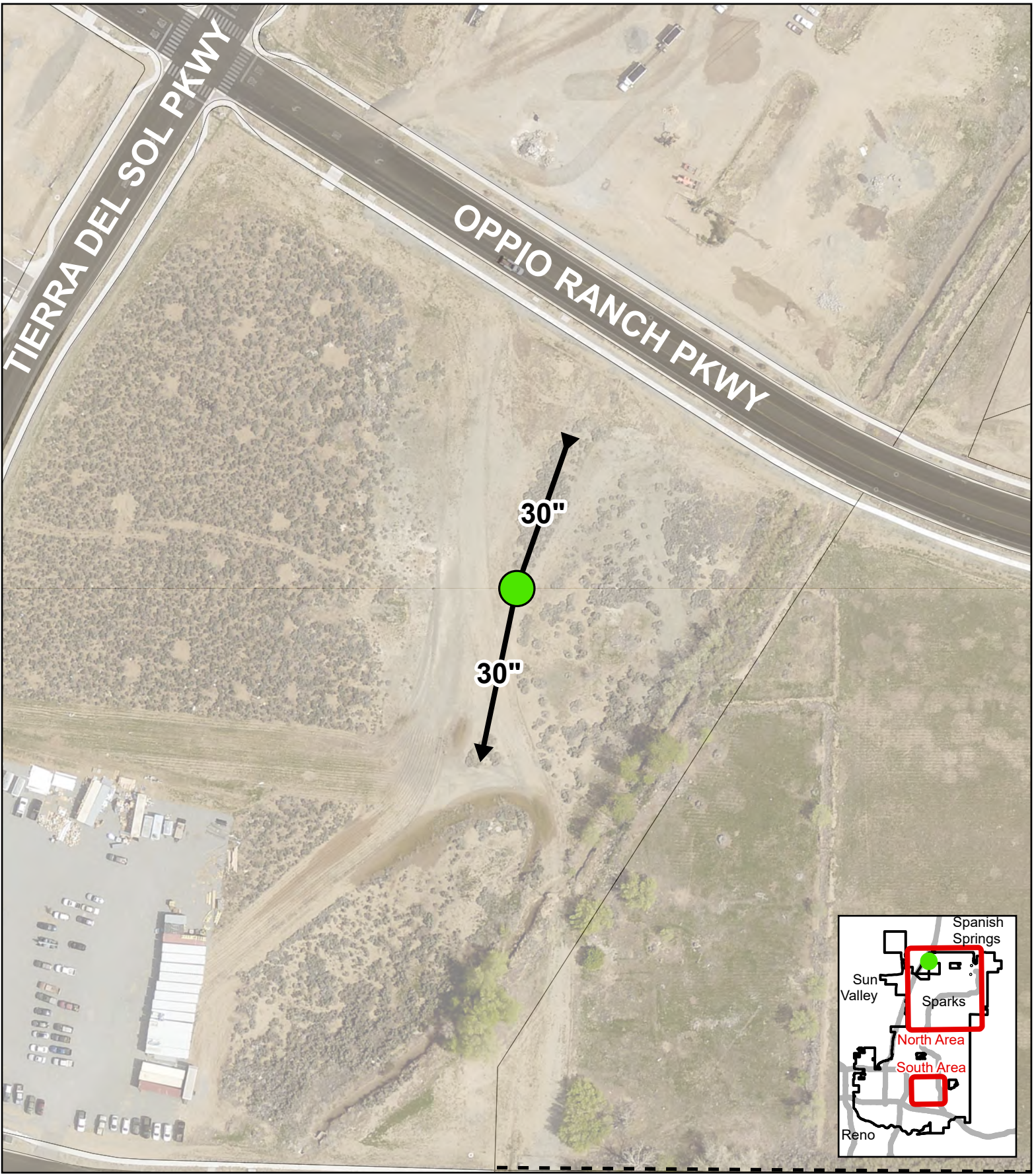
Facility ID: SSN004755
Manhole Location: 39.613951, -119.677768
Rim Elevation: 4498.2375ft
Invert Elevation: 4487.58ft
Manhole Depth: 10.6575ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Gushing
Notes:
 Buried



Facility ID: SSN006253
Manhole Location: 39.635965, -119.712516
Rim Elevation: 4492.029ft
Invert Elevation: 4470.129ft
Manhole Depth: 21.9ft
Barrel Diameter: 60in
Manhole Material:

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: Yes
Water Infiltration: Gushing
Notes:



Facility ID: SSN006275

Manhole Location: 39.63021, -119.713873

Rim Elevation: 4489.75ft

Invert Elevation: 4463.35ft

Manhole Depth: 26.4ft

Barrel Diameter: 60in

Manhole Material:

Number of Inlet Pipes: 1

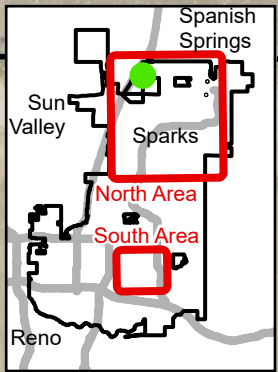
Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Running

Notes:

 too deep to measure



Facility ID: SSN006276

Manhole Location: 39.62978, -119.713982

Rim Elevation: 4489.774ft

Invert Elevation: 4463.074ft

Manhole Depth: 26.7ft

Barrel Diameter: 60in

Manhole Material:

Number of Inlet Pipes: 1

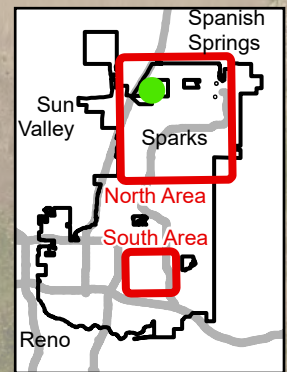
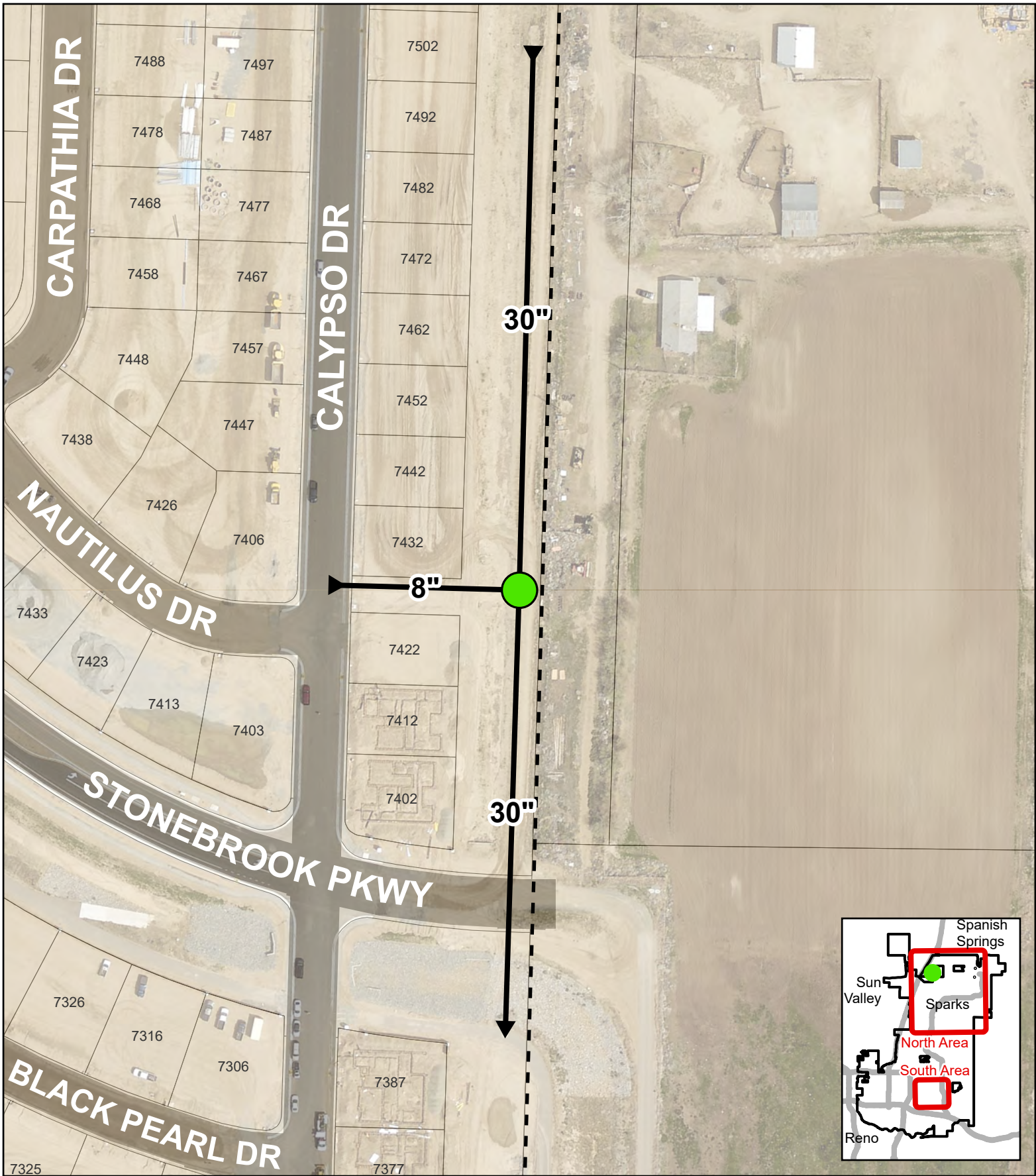
Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Gushing

Notes:

 too deep to Measure



Facility ID: SSN006281

Manhole Location: 39.624228, -119.714093

Rim Elevation: 4479.174ft

Invert Elevation: 4459.574ft

Manhole Depth: 19.6ft

Barrel Diameter: 60in

Manhole Material:

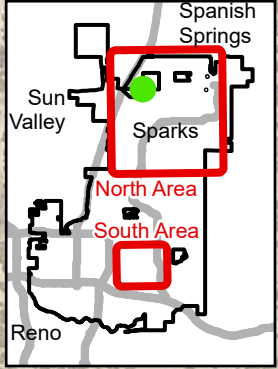
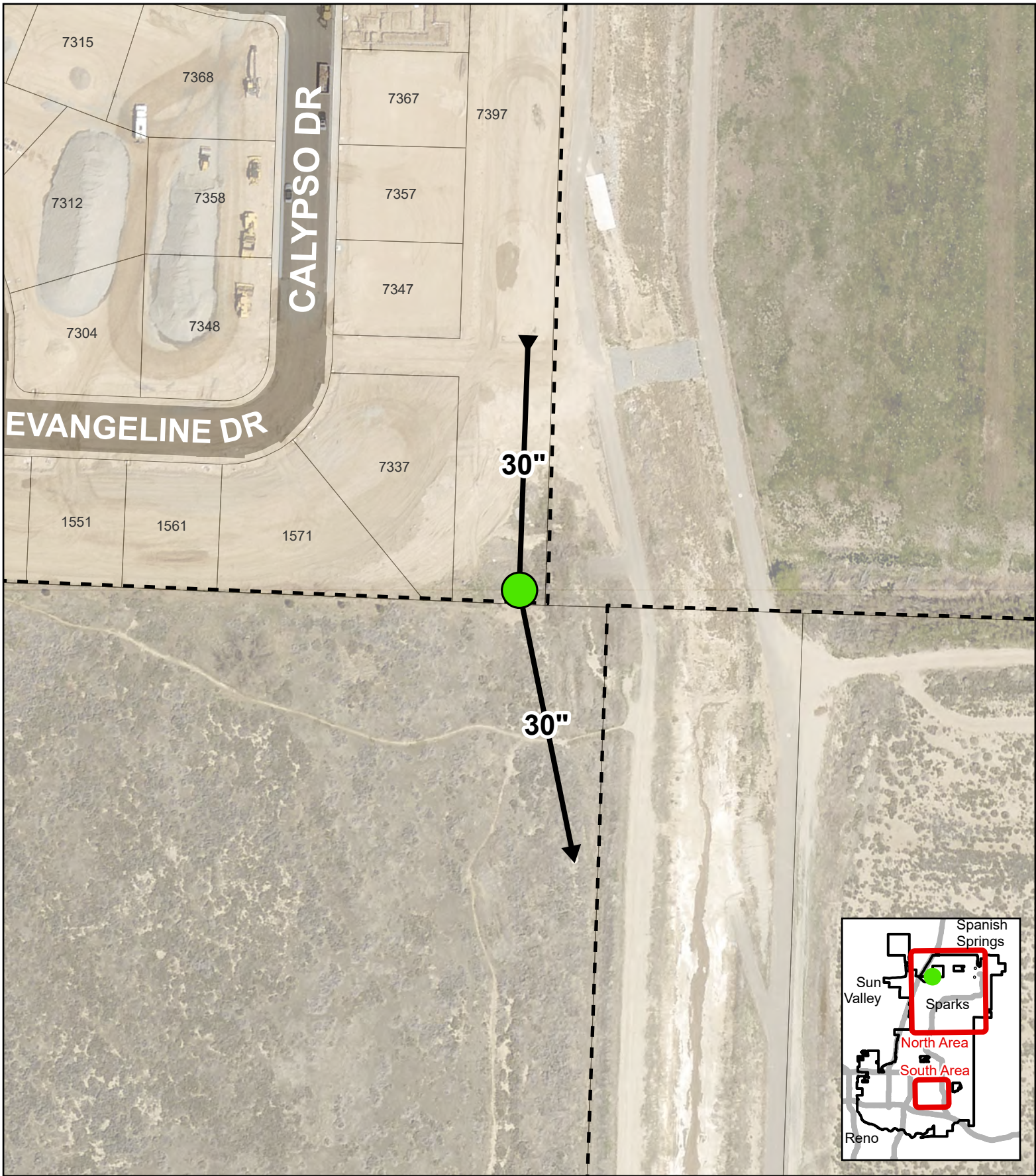
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Running

Notes:



Facility ID: SSN006284

Manhole Location: 39.621502, -119.714159

Rim Elevation: 4475.522ft

Invert Elevation: 4457.722ft

Manhole Depth: 17.8ft

Barrel Diameter: 60in

Manhole Material:

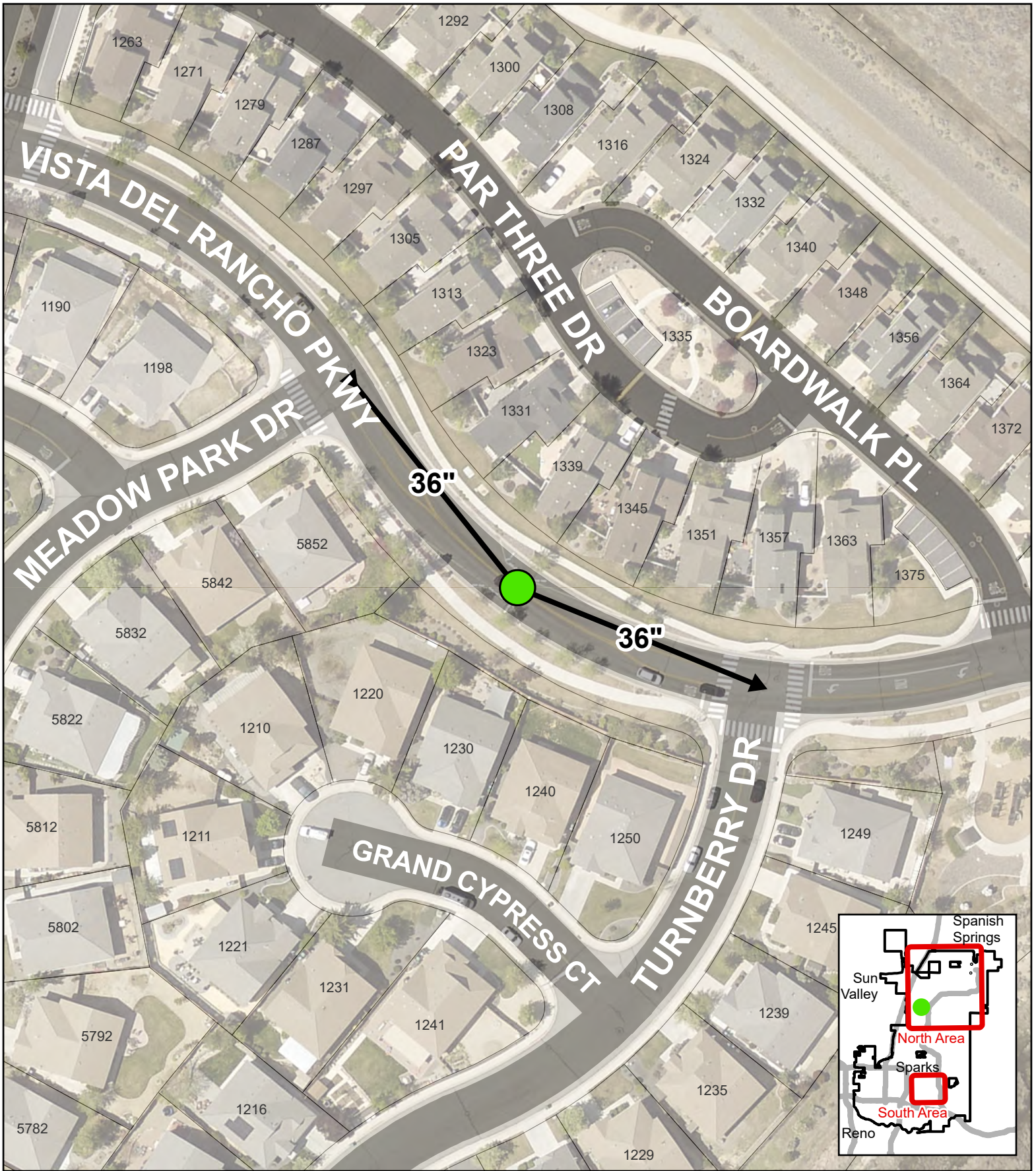
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole:

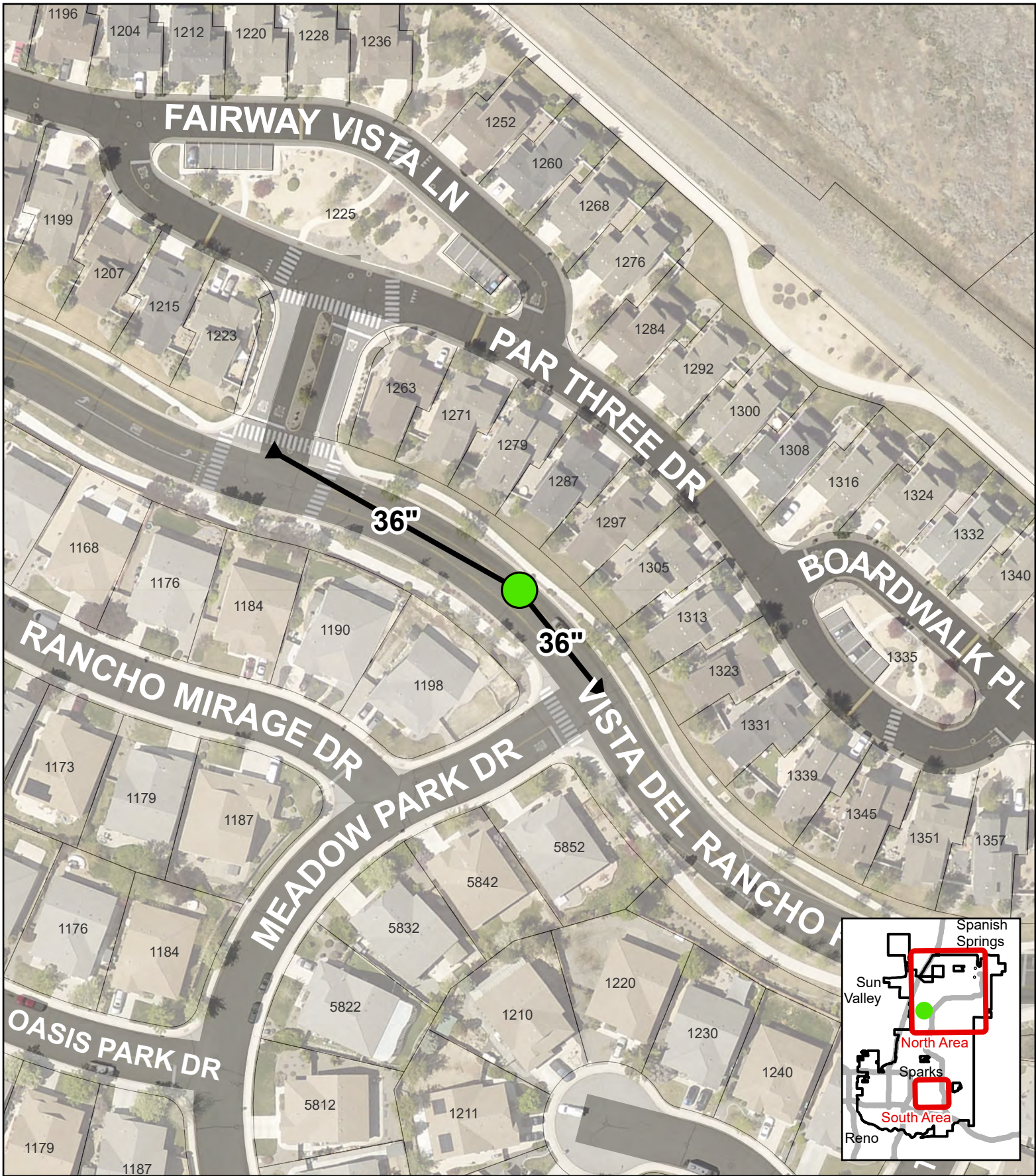
Water Infiltration: Running

Notes:



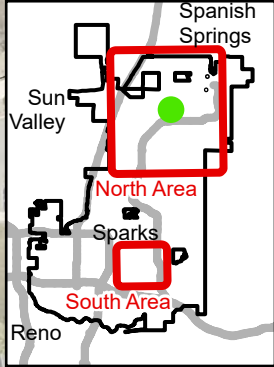
Facility ID: SSN006310
Manhole Location: 39.597916, -119.720862
Rim Elevation: 4454.3092ft
Invert Elevation: 4439.23ft
Manhole Depth: 15.0792ft
Barrel Diameter: 60in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



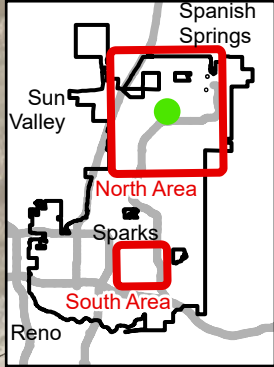
Facility ID: SSN006311
Manhole Location: 39.598497, -119.721478
Rim Elevation: 4456.6083ft
Invert Elevation: 4439.53ft
Manhole Depth: 17.0783ft
Barrel Diameter: 60in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Gushing
Notes:



Facility ID: SSN006429
Manhole Location: 39.612282, -119.697354
Rim Elevation: 4467.3429ft
Invert Elevation: 4461.4ft
Manhole Depth: 5.9429ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN006431

Manhole Location: 39.611391, -119.699682

Rim Elevation: 4466.1585ft

Invert Elevation: 4459.48ft

Manhole Depth: 6.6785ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

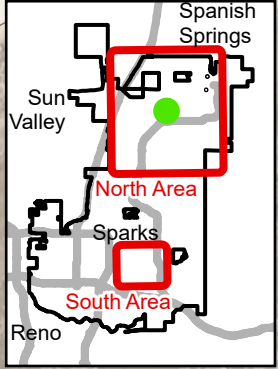
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

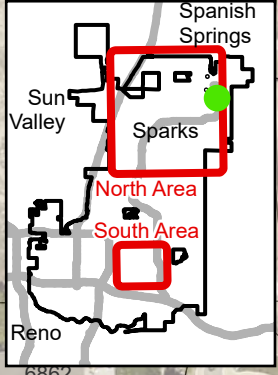
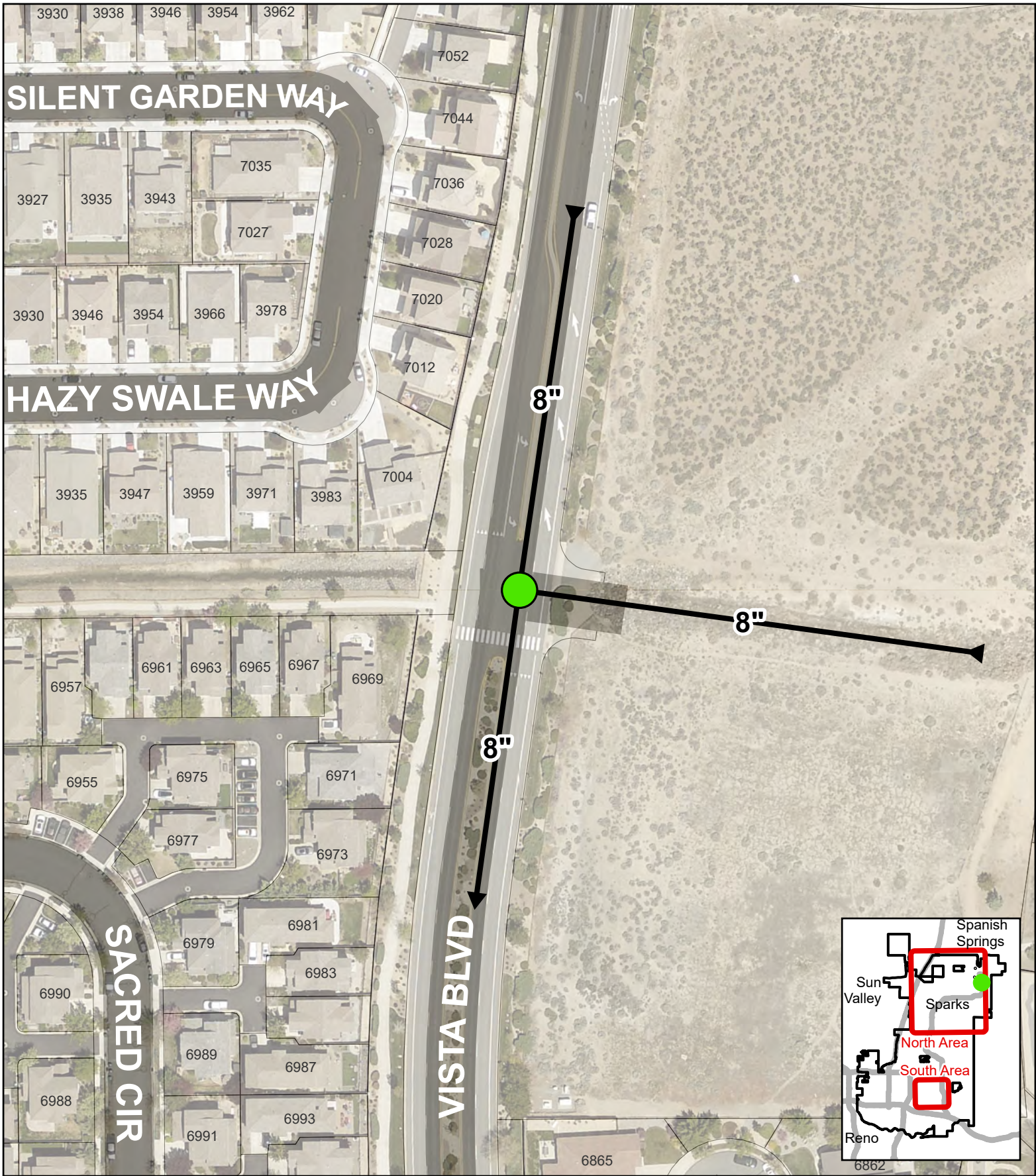
Water Infiltration: Running

Notes:



Facility ID: SSN006433
Manhole Location: 39.611598, -119.700141
Rim Elevation: 4466.8923ft
Invert Elevation: 4460.23ft
Manhole Depth: 6.6623ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN007578

Manhole Location: 39.617406, -119.670398

Rim Elevation: 4513.6103ft

Invert Elevation: 4503.61ft

Manhole Depth: 10.0003ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

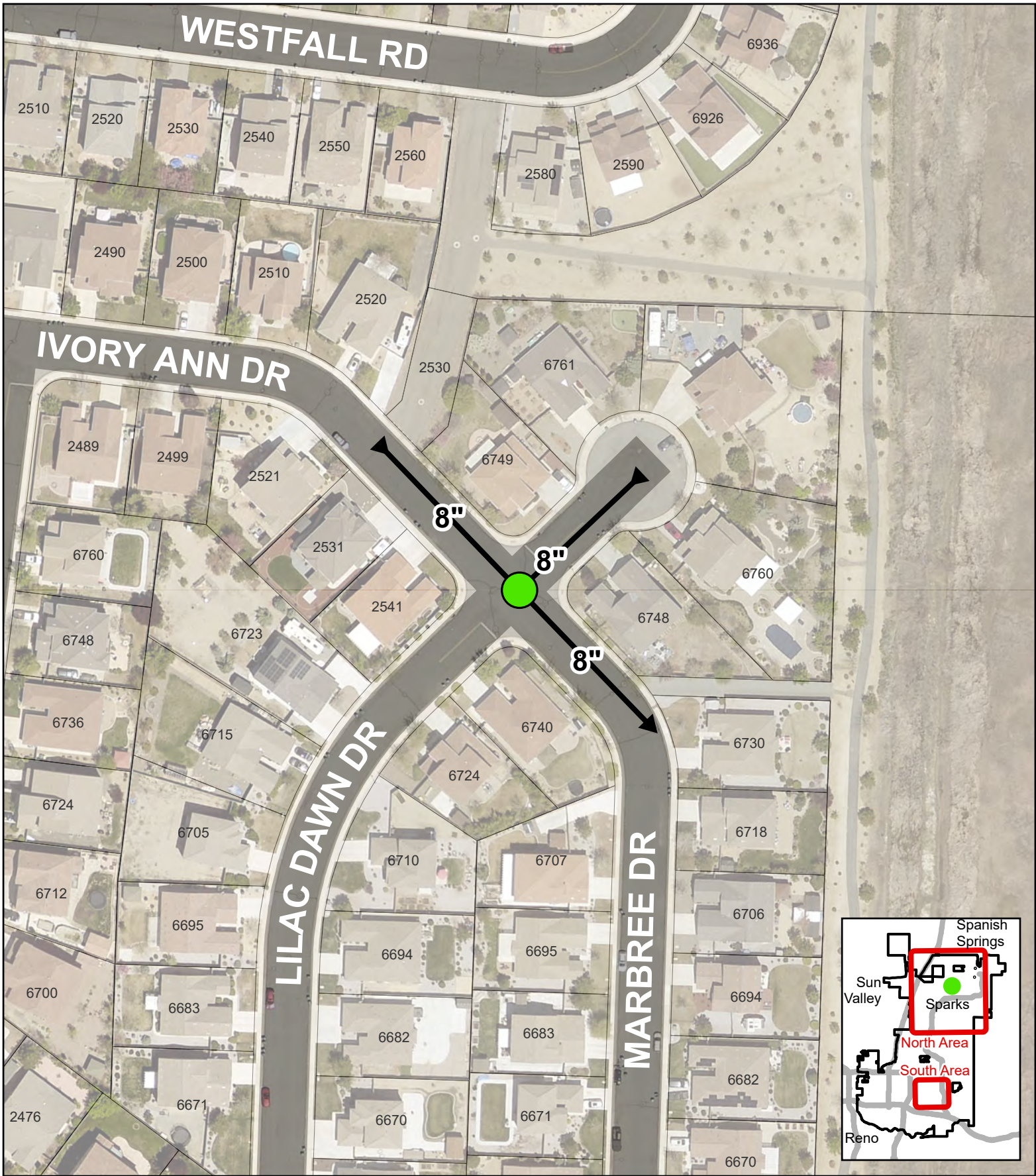
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

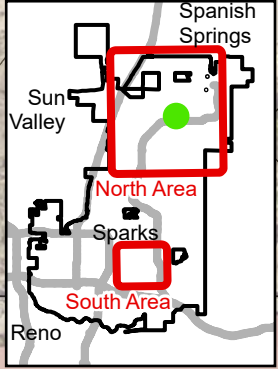
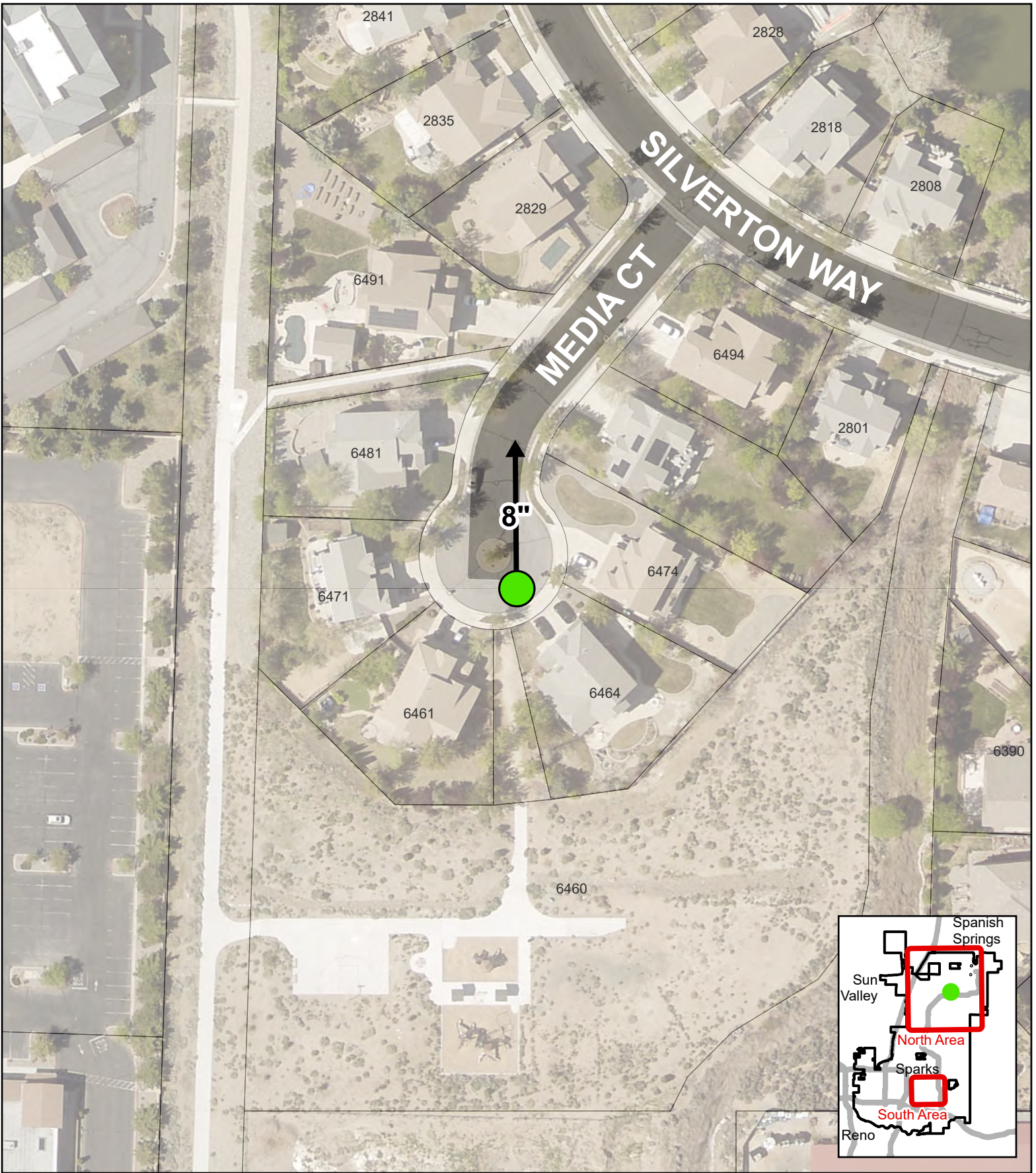
Water Infiltration: Running

Notes:



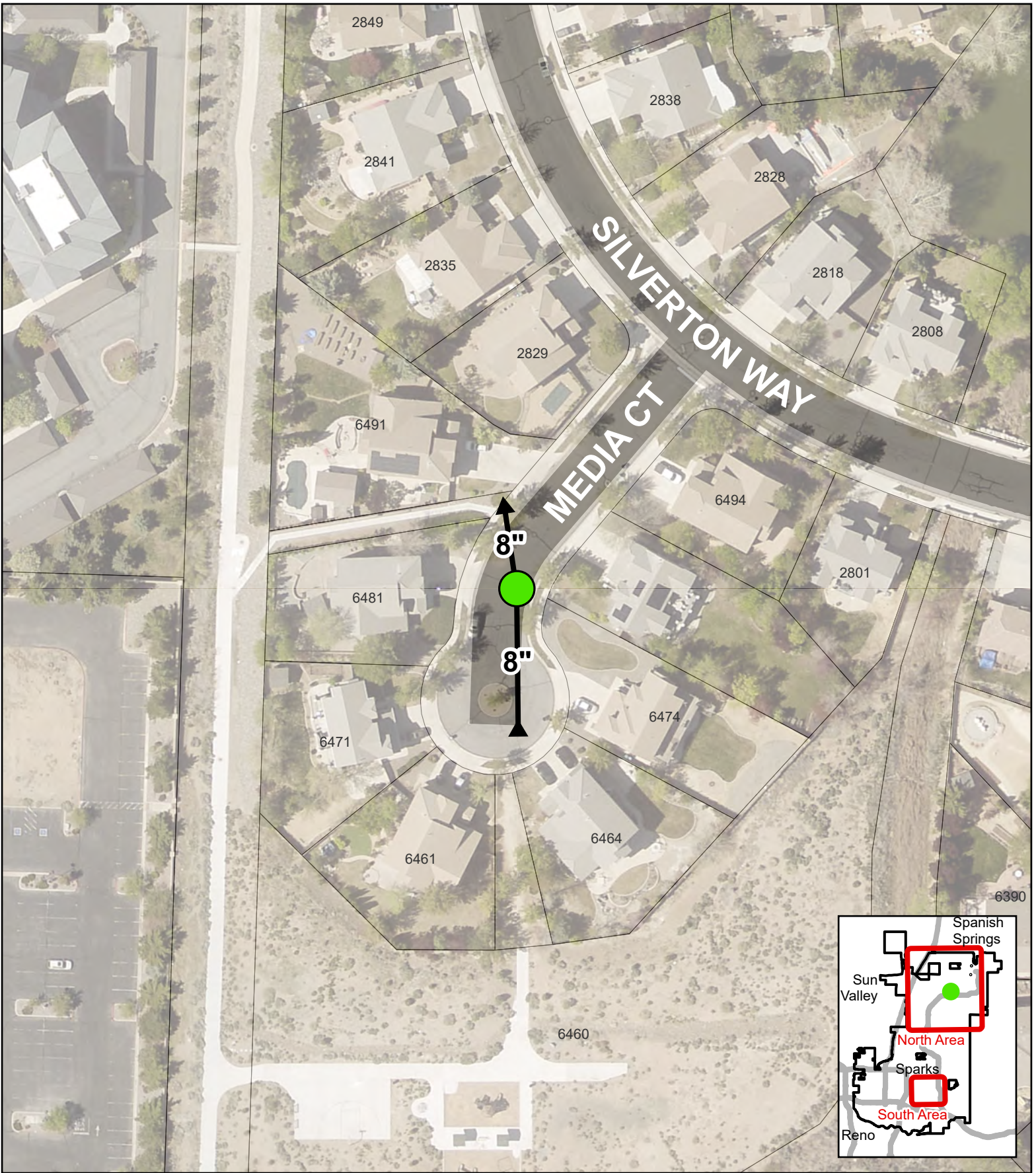
Facility ID: SSN007640
Manhole Location: 39.615278, -119.696726
Rim Elevation: 4472.1939ft
Invert Elevation: 4464.47ft
Manhole Depth: 7.7239ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN013567
Manhole Location: 39.609305, -119.694556
Rim Elevation: 4476.2849ft
Invert Elevation: 4464.8ft
Manhole Depth: 11.4849ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 0
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



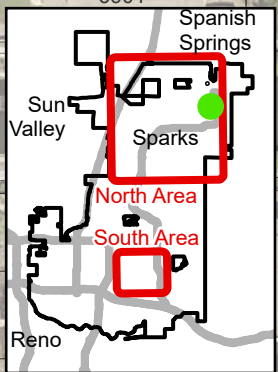
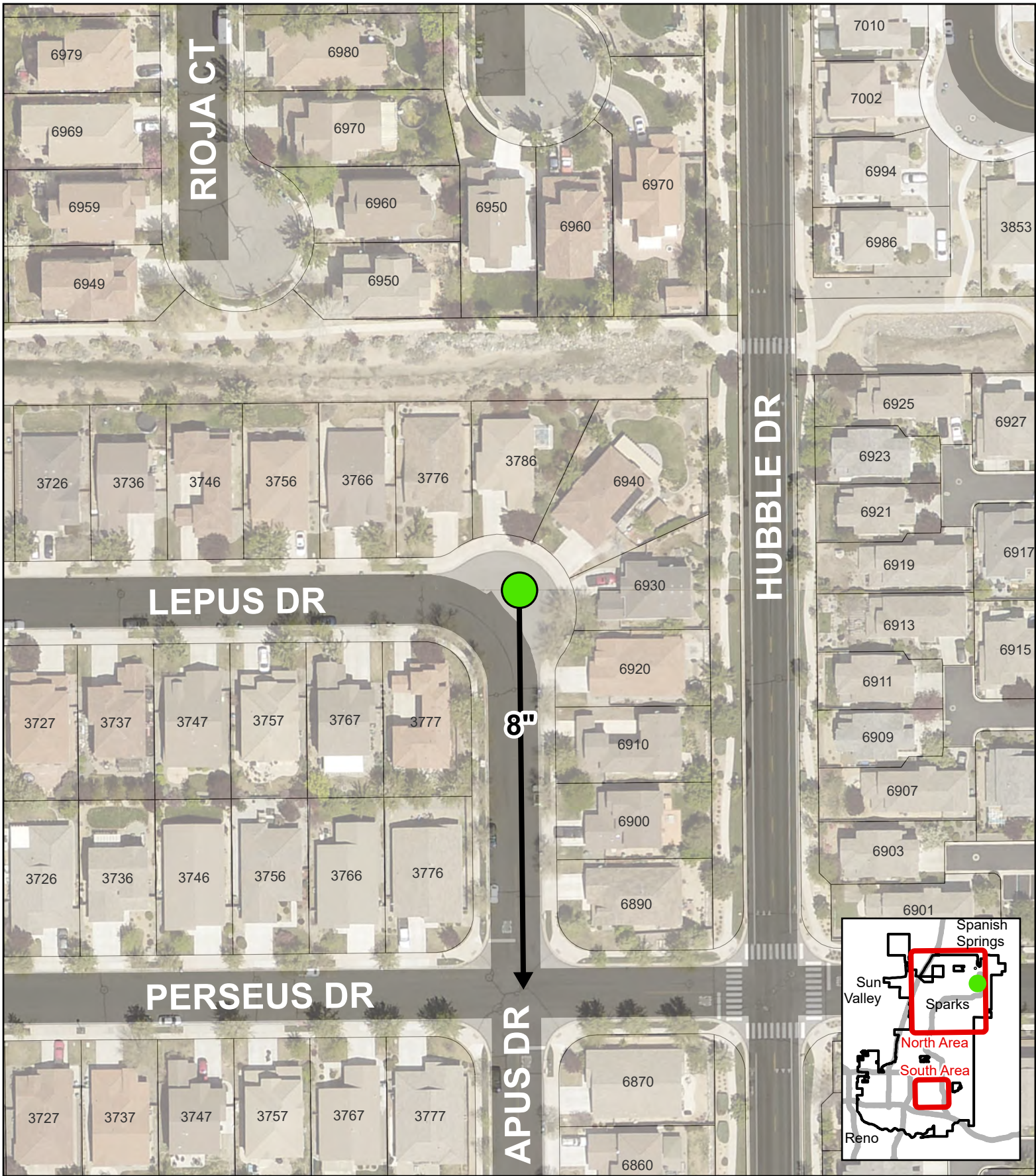
Facility ID: SSN013568
Manhole Location: 39.609566, -119.694564
Rim Elevation: 4475.3861ft
Invert Elevation: 4463.95ft
Manhole Depth: 11.4361ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole:
Water Infiltration: Running
Notes:



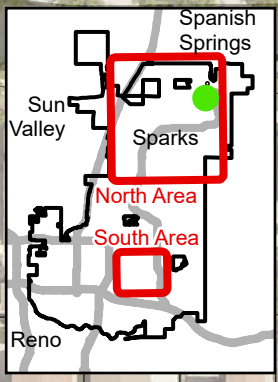
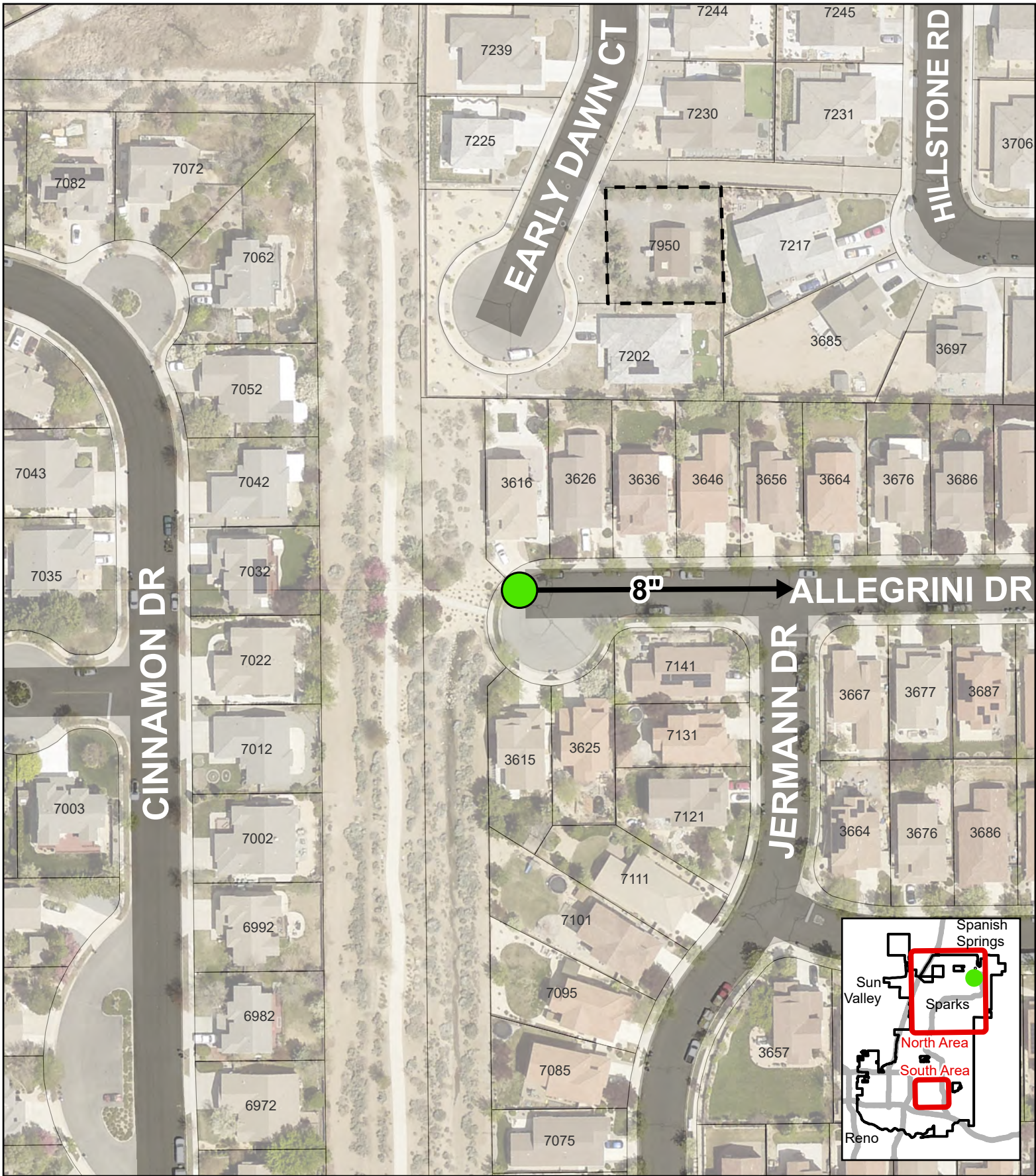
Facility ID: SSN013571
Manhole Location: 39.611456, -119.694621
Rim Elevation: 4473.2561ft
Invert Elevation: 4464.44ft
Manhole Depth: 8.8161ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 0
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN013964
Manhole Location: 39.616908, -119.674208
Rim Elevation: 4502.3897ft
Invert Elevation: 4493.75ft
Manhole Depth: 8.6397ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 0
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN013973

Manhole Location: 39.620516, -119.677432

Rim Elevation: 4504.5709ft

Invert Elevation: 4497.35ft

Manhole Depth: 7.2209ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

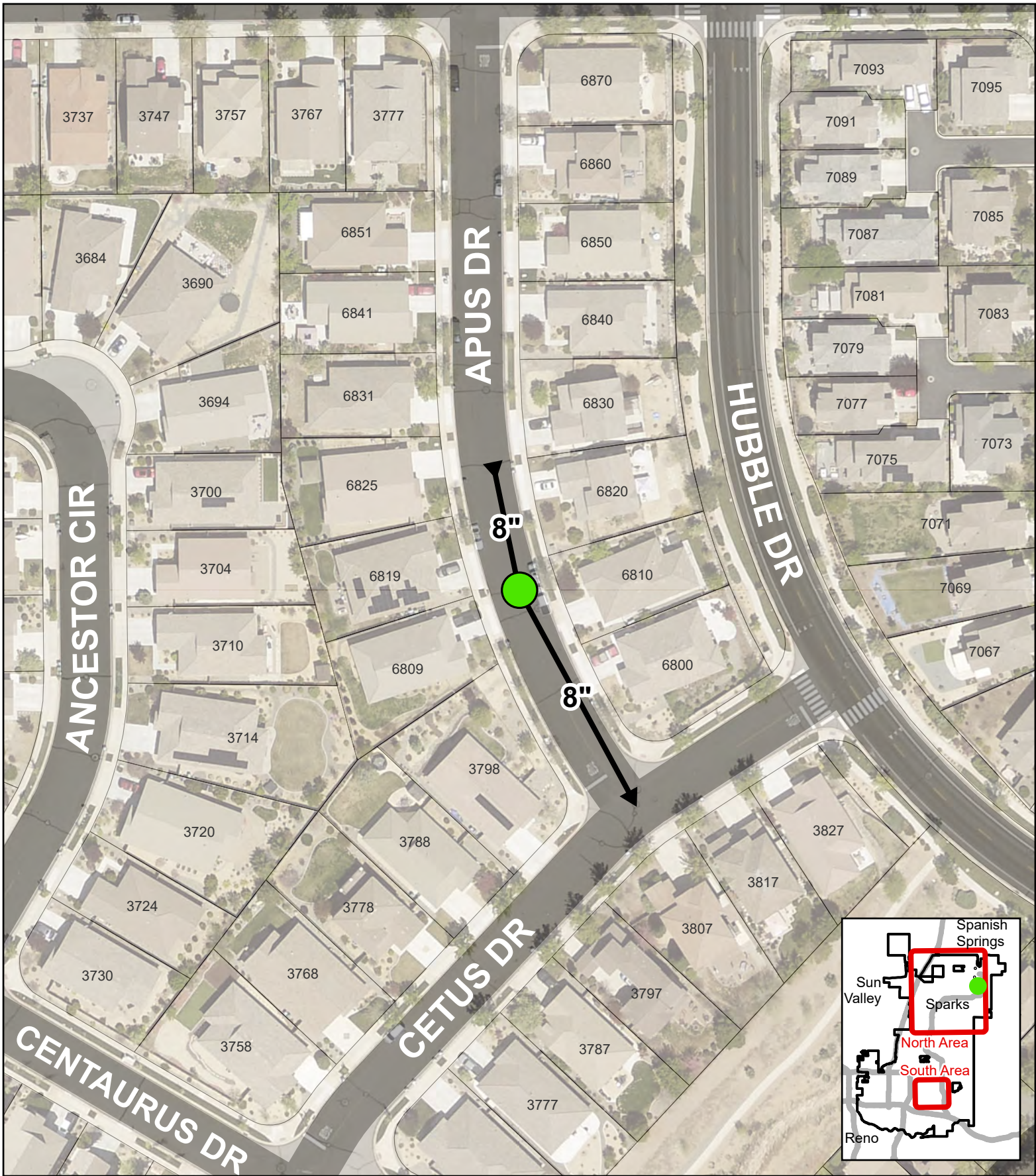
Number of Inlet Pipes: 0

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN013980

Manhole Location: 39.615109, -119.674082

Rim Elevation: 4500.1811ft

Invert Elevation: 4492.04ft

Manhole Depth: 8.1411ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

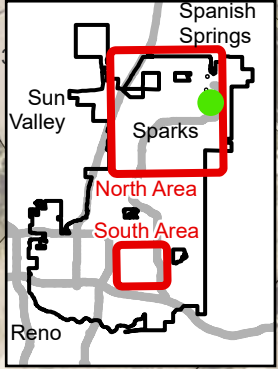
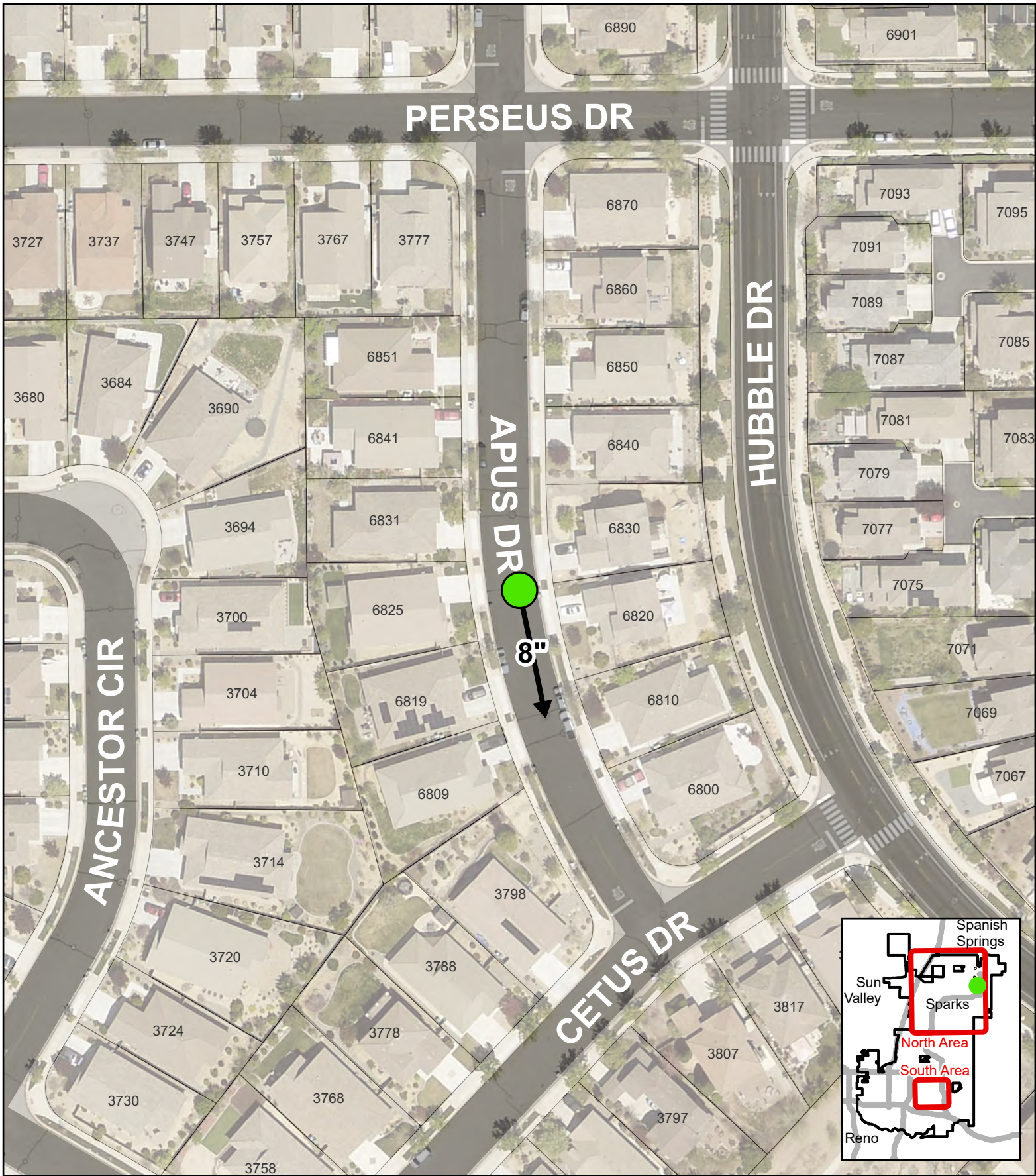
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN013981

Manhole Location: 39.615333, -119.674146

Rim Elevation: 4500.4506ft

Invert Elevation: 4492.59ft

Manhole Depth: 7.8606ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

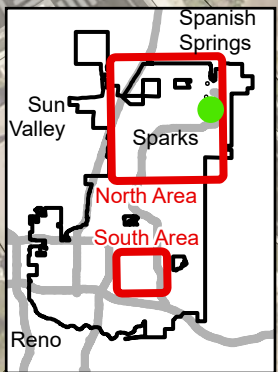
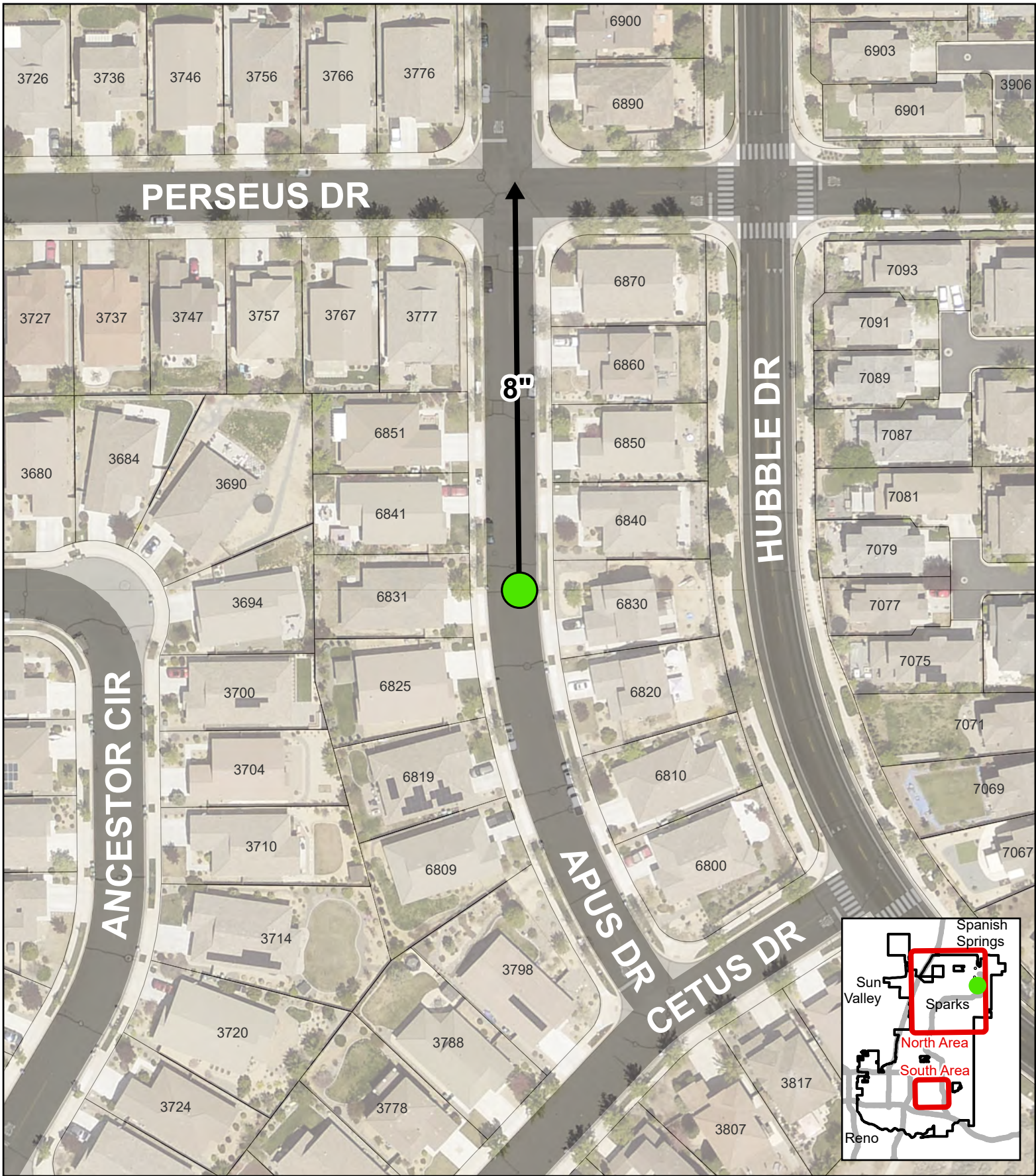
Number of Inlet Pipes: 0

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN013982

Manhole Location: 39.61547, -119.674165

Rim Elevation: 4500.681ft

Invert Elevation: 4493.2ft

Manhole Depth: 7.481ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

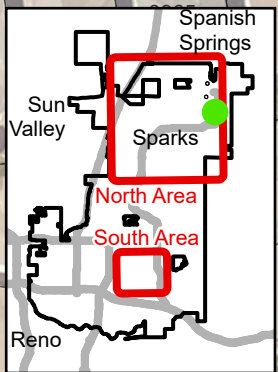
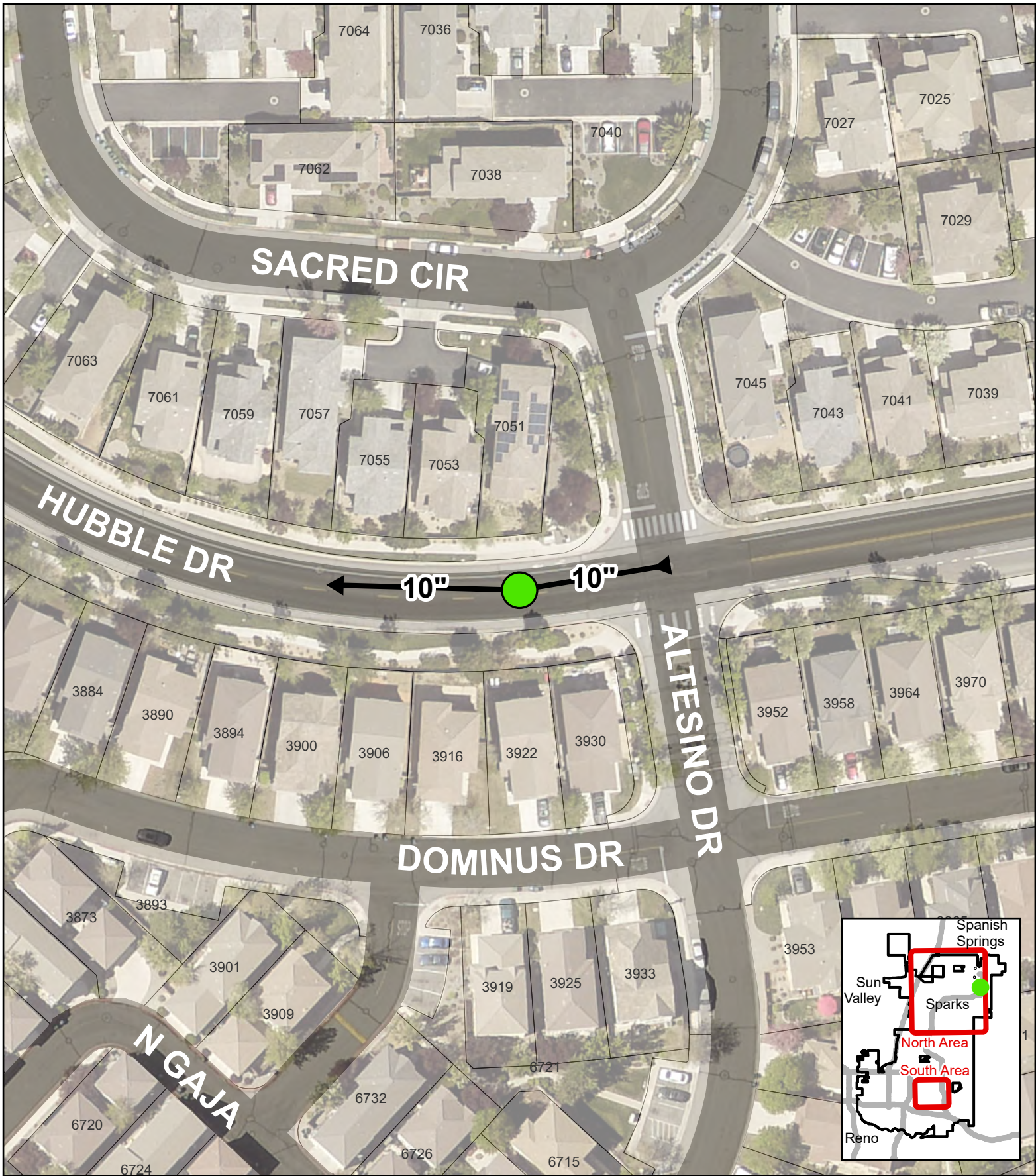
Number of Inlet Pipes: 0

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN014023

Manhole Location: 39.614425, -119.671845

Rim Elevation: 4506.1419ft

Invert Elevation: 4494.54ft

Manhole Depth: 11.6019ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

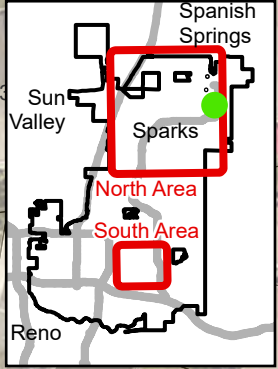
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

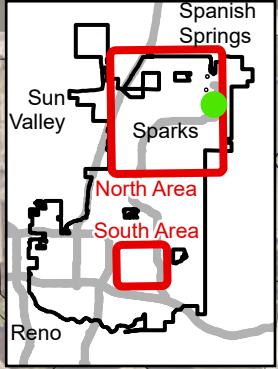
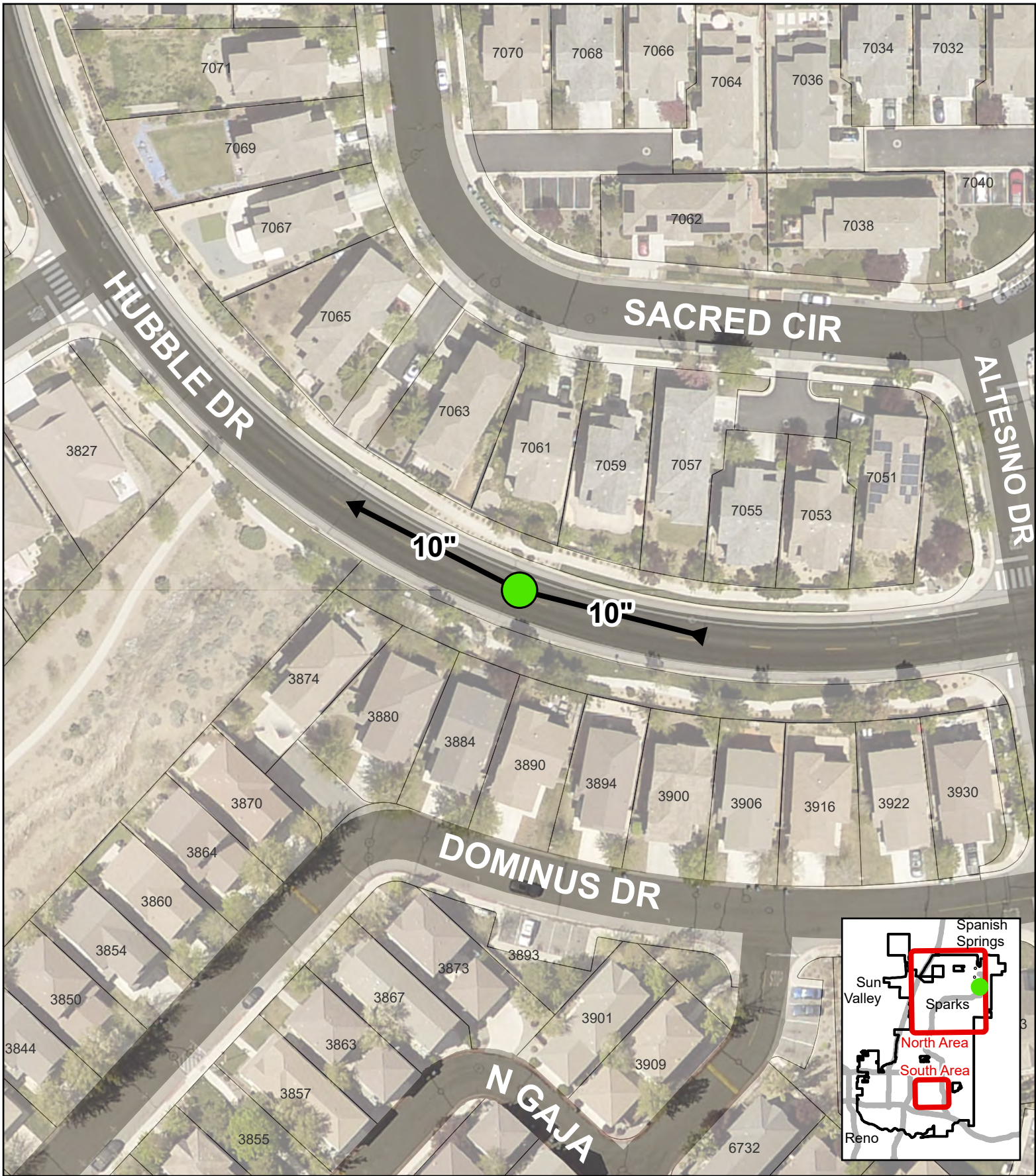
Water Infiltration: Running

Notes:



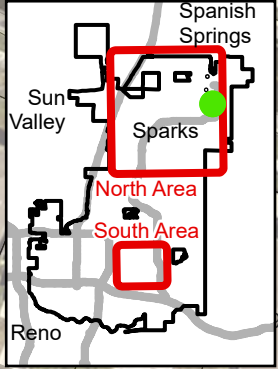
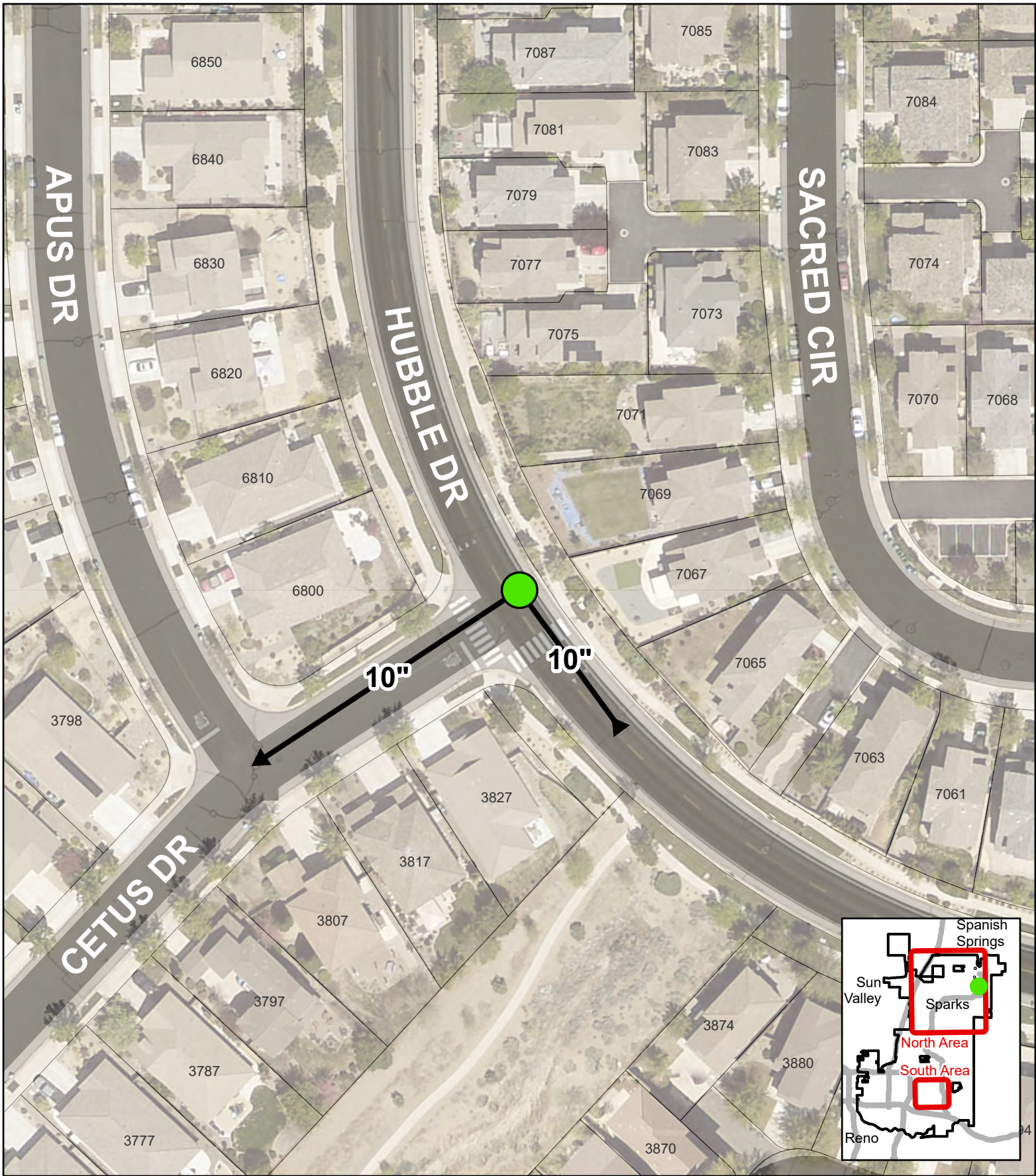
Facility ID: SSN014024
Manhole Location: 39.614429, -119.672198
Rim Elevation: 4505.335ft
Invert Elevation: 4494.05ft
Manhole Depth: 11.285ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



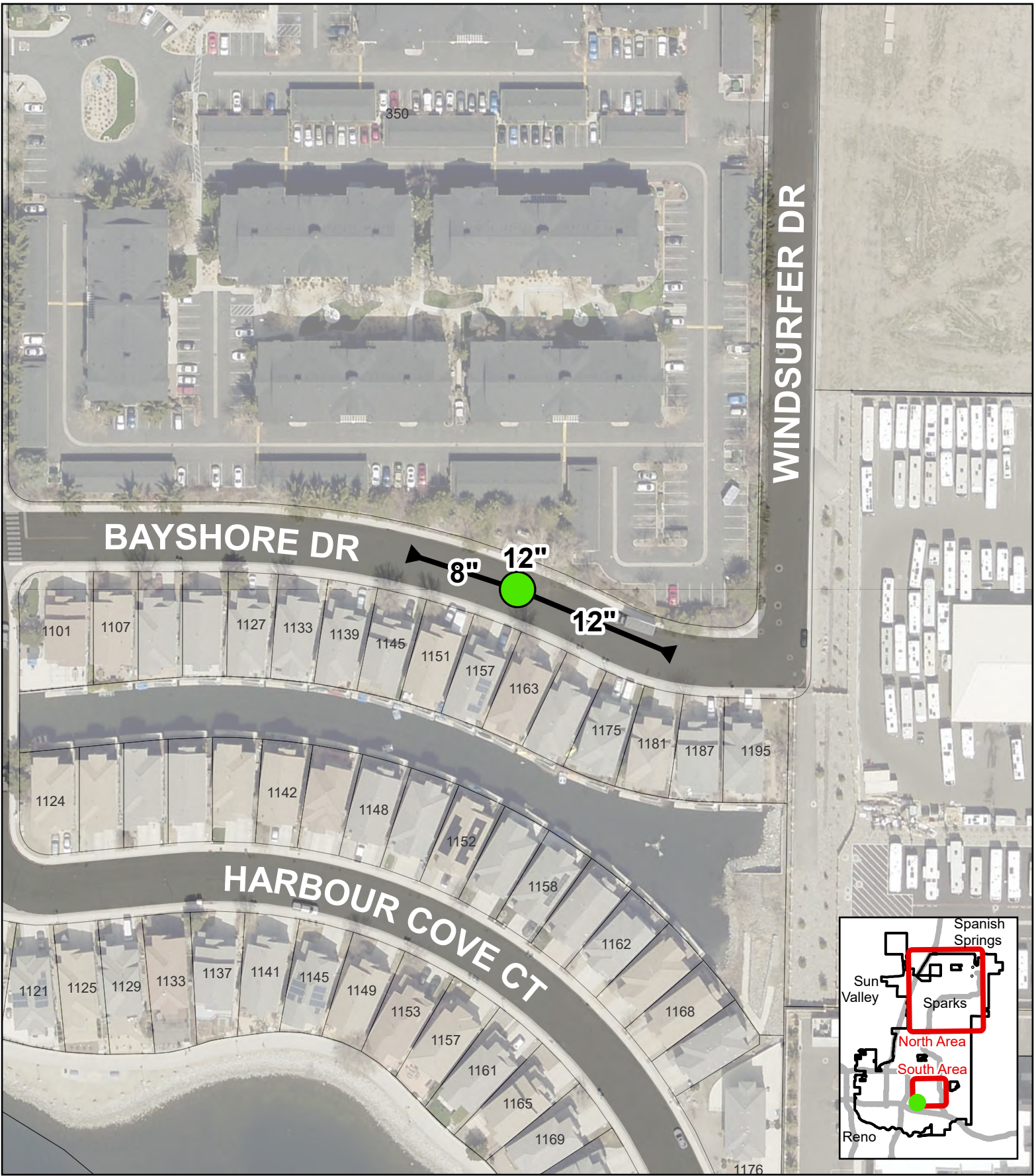
Facility ID: SSN014025
Manhole Location: 39.614491, -119.672539
Rim Elevation: 4504.486ft
Invert Elevation: 4493.51ft
Manhole Depth: 10.976ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN014028
Manhole Location: 39.614983, -119.673319
Rim Elevation: 4504.5819ft
Invert Elevation: 4492.04ft
Manhole Depth: 12.5419ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN018873

Manhole Location: 39.535077, -119.725229

Rim Elevation: 4386.2958ft

Invert Elevation: 4367.5ft

Manhole Depth: 18.7958ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

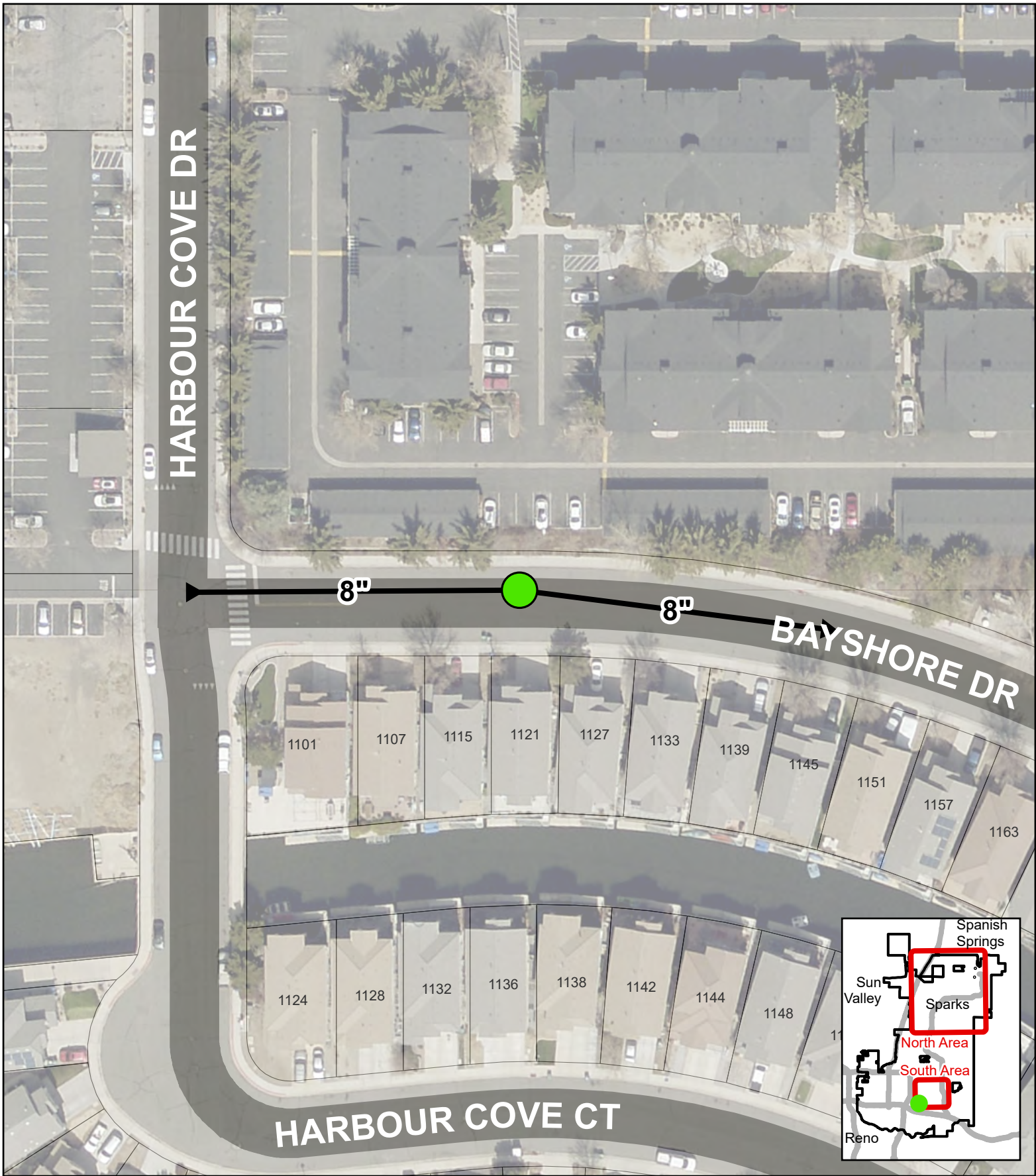
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

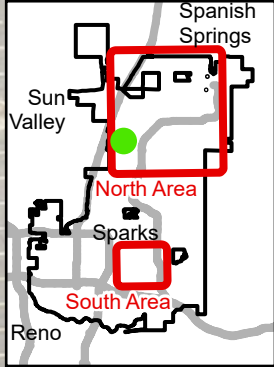
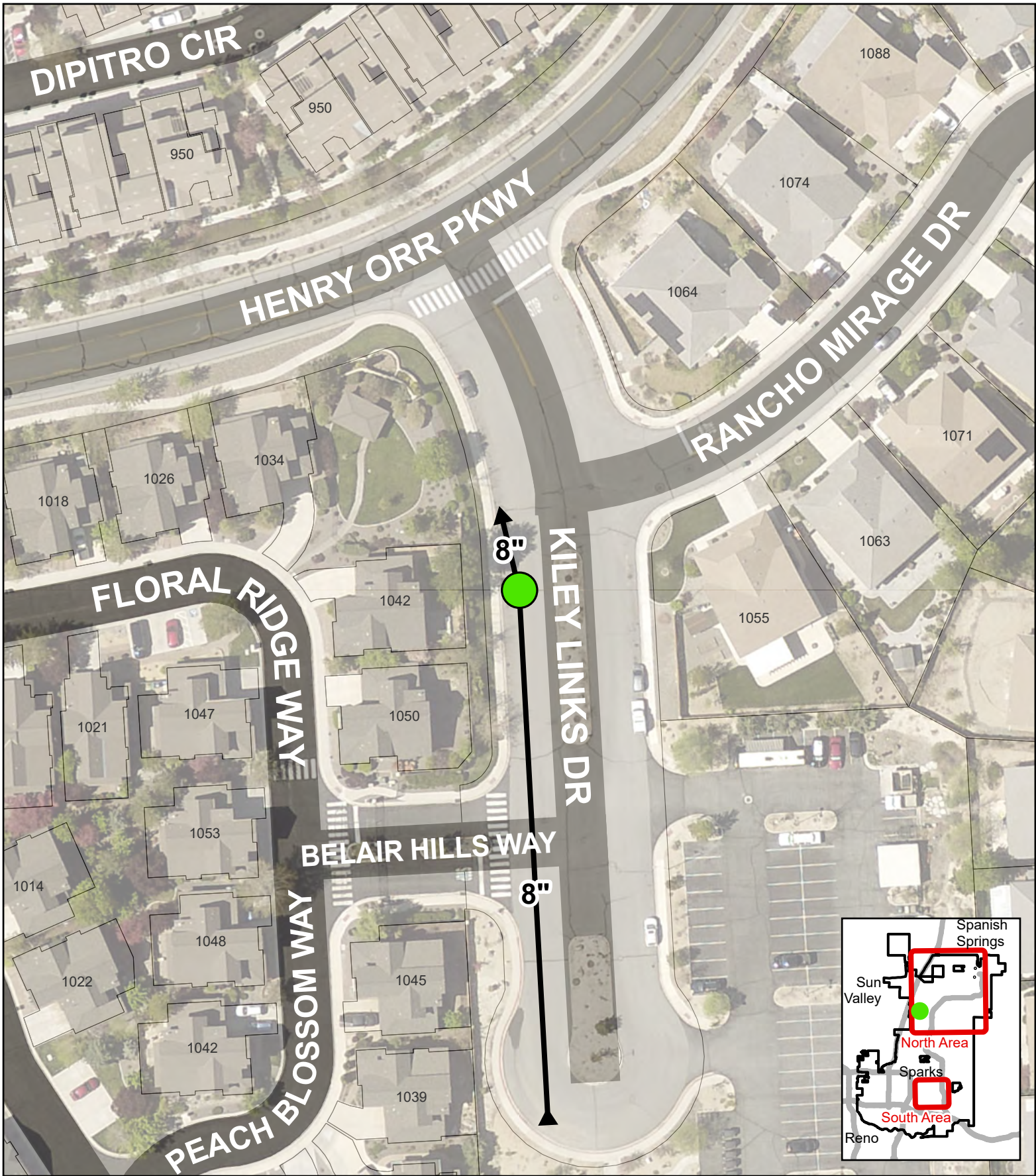
Water Infiltration: Running

Notes:



Facility ID: SSN018875
Manhole Location: 39.535201, -119.726114
Rim Elevation: 4386.5266ft
Invert Elevation: 4369.17ft
Manhole Depth: 17.3566ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN019734

Manhole Location: 39.598011, -119.725395

Rim Elevation: 4457.4511ft

Invert Elevation: 4449.41ft

Manhole Depth: 8.0411ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

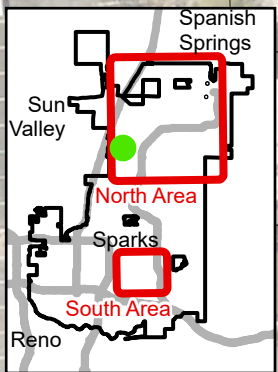
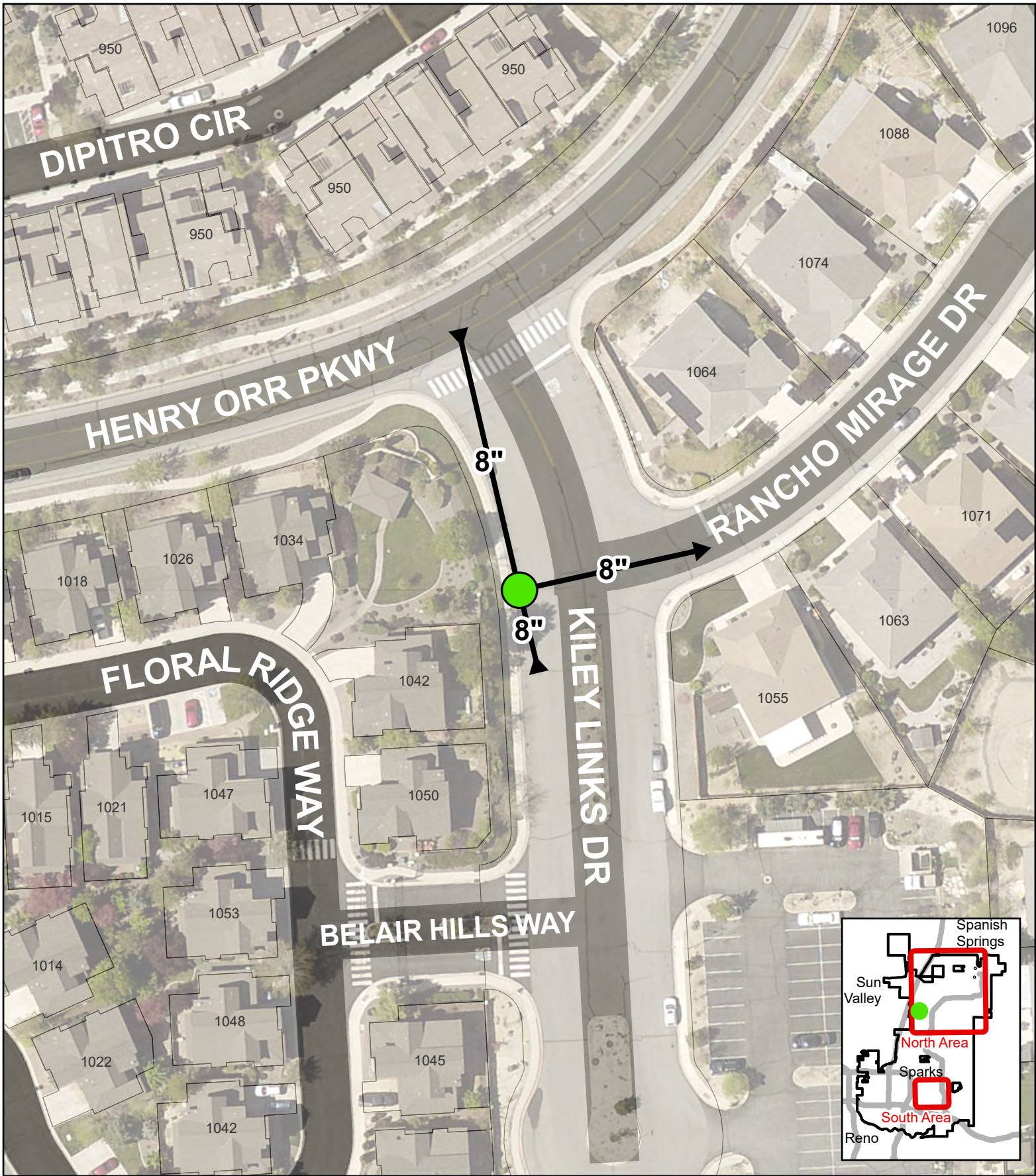
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Running

Notes:



Facility ID: SSN019735

Manhole Location: 39.598126, -119.725432

Rim Elevation: 4457.6092ft

Invert Elevation: 4449.13ft

Manhole Depth: 8.4792ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

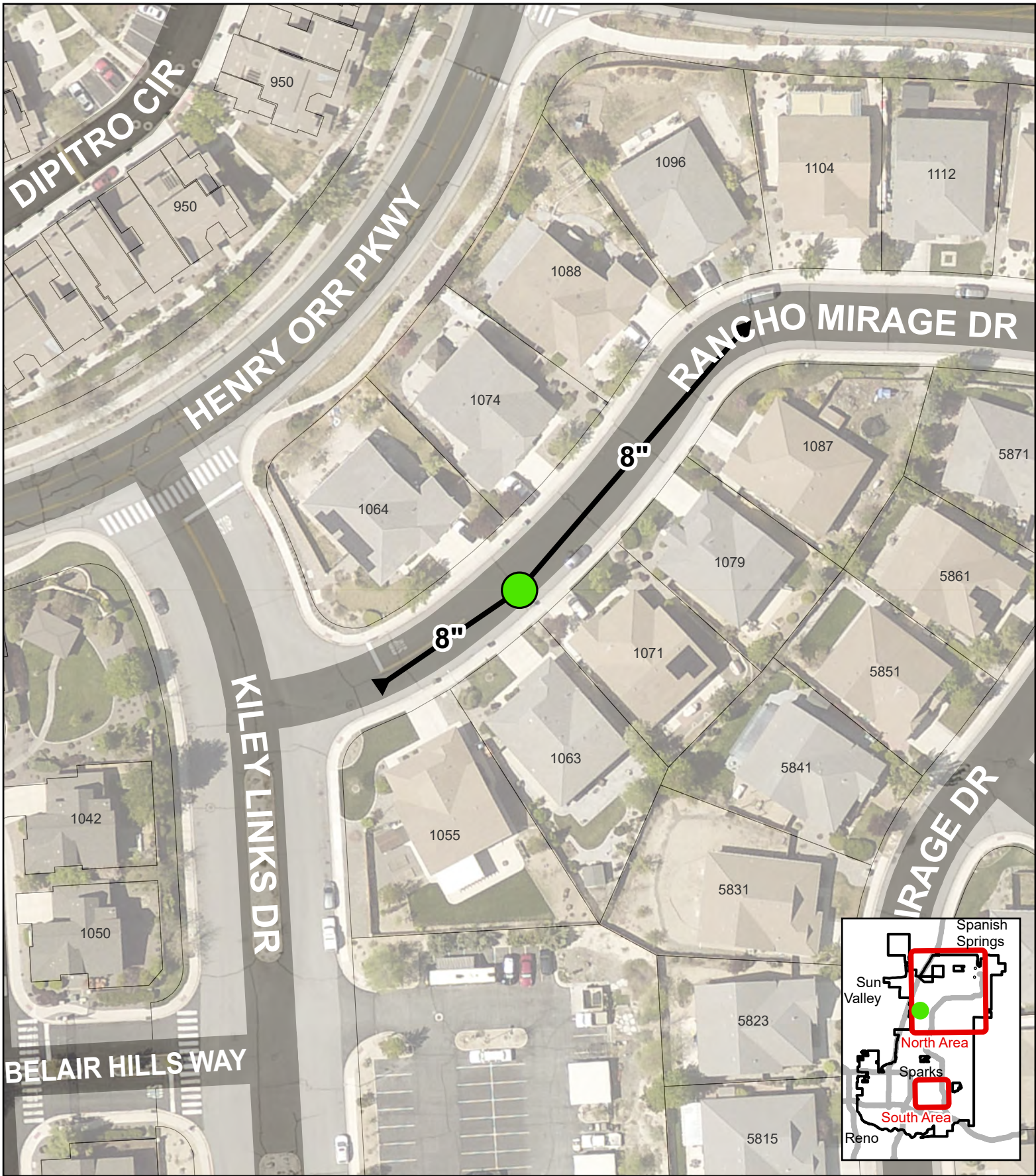
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole:

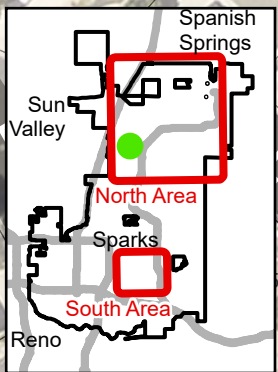
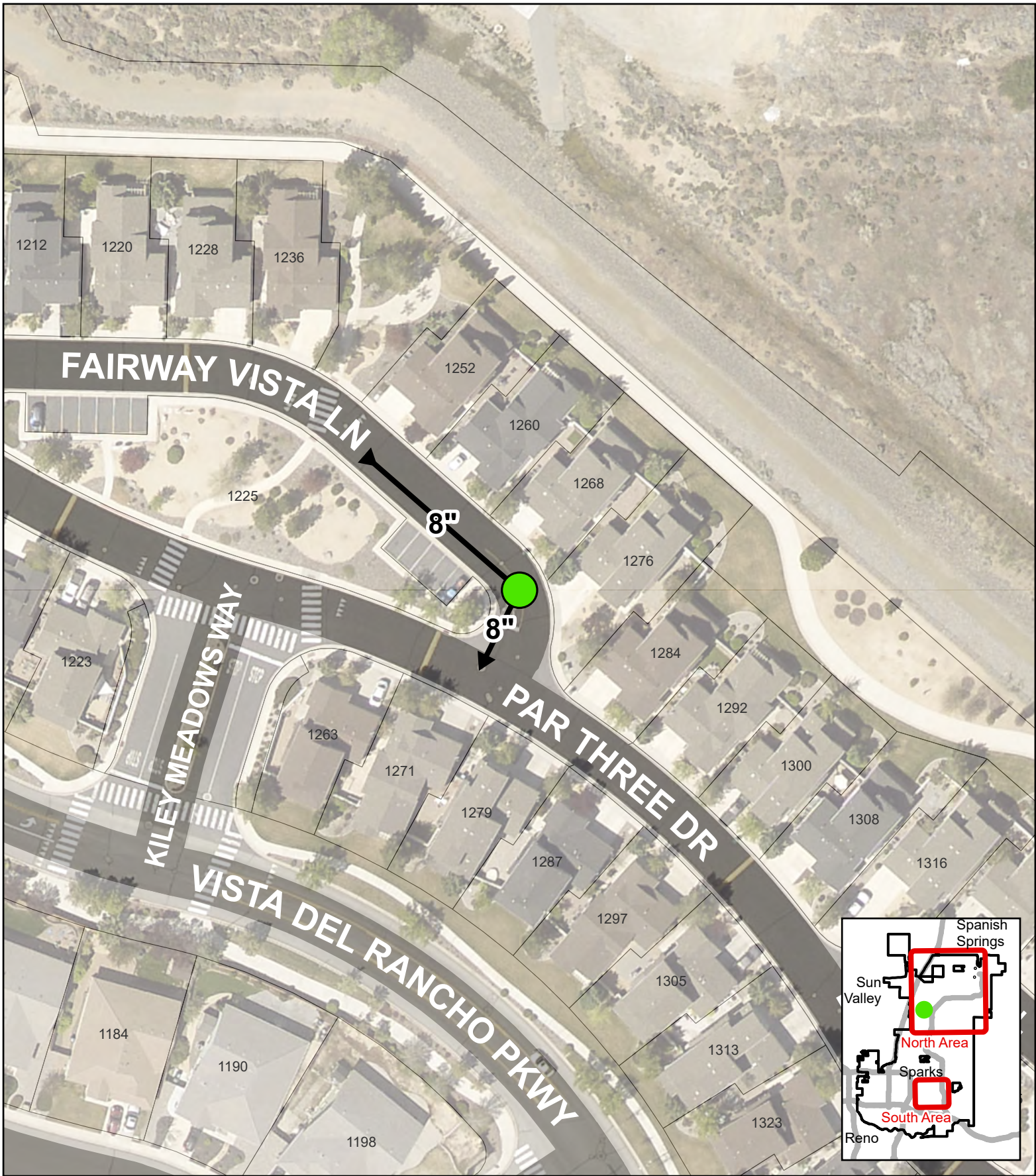
Water Infiltration: Running

Notes:



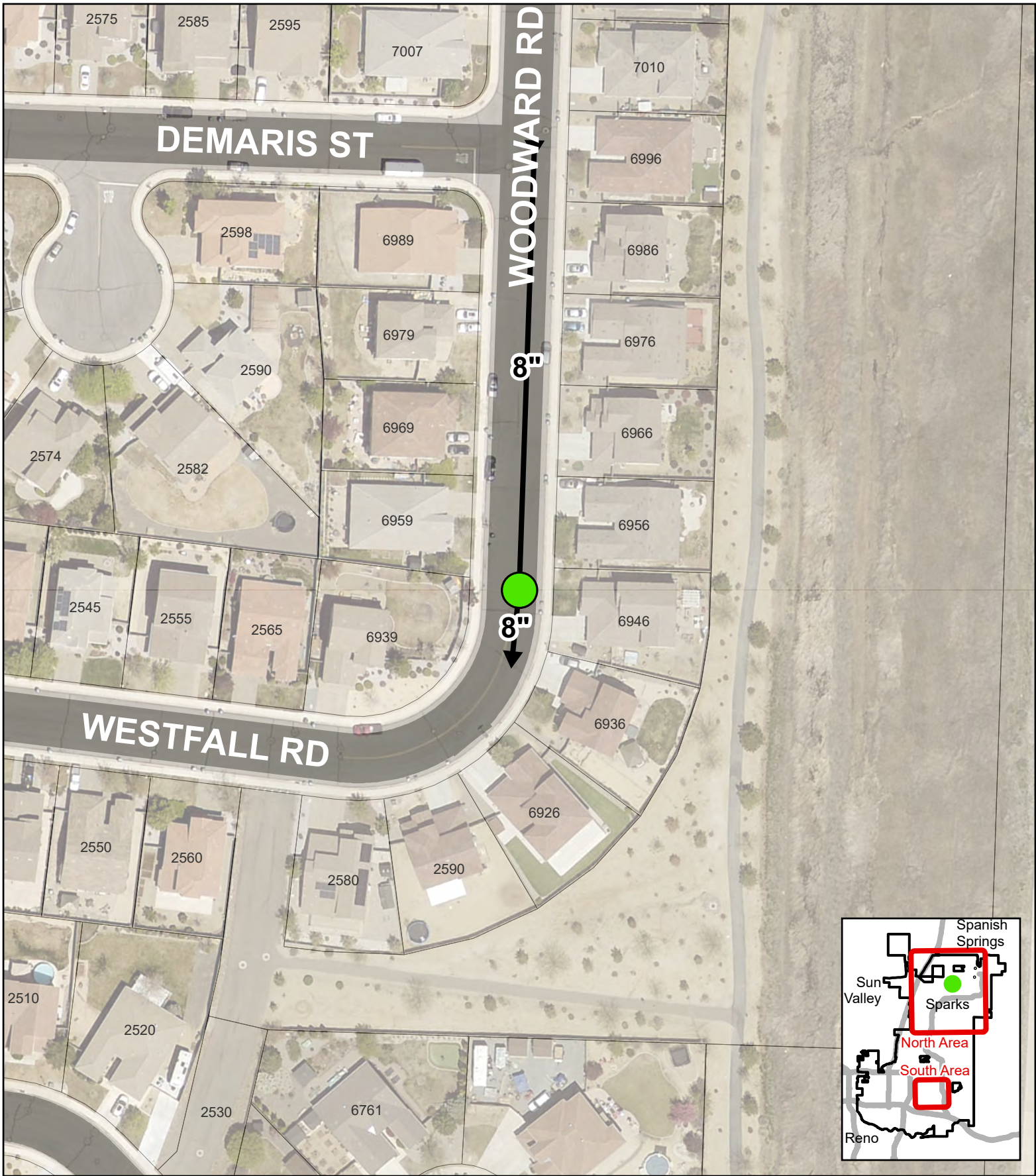
Facility ID: SSN019737
Manhole Location: 39.598329, -119.724825
Rim Elevation: 4458.5768ft
Invert Elevation: 4448.2ft
Manhole Depth: 10.3768ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN019749
Manhole Location: 39.599104, -119.721426
Rim Elevation: 4458.5298ft
Invert Elevation: 4448.47ft
Manhole Depth: 10.0598ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN020999

Manhole Location: 39.616702, -119.69628

Rim Elevation: 4475.021ft

Invert Elevation: 4466.92ft

Manhole Depth: 8.101ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

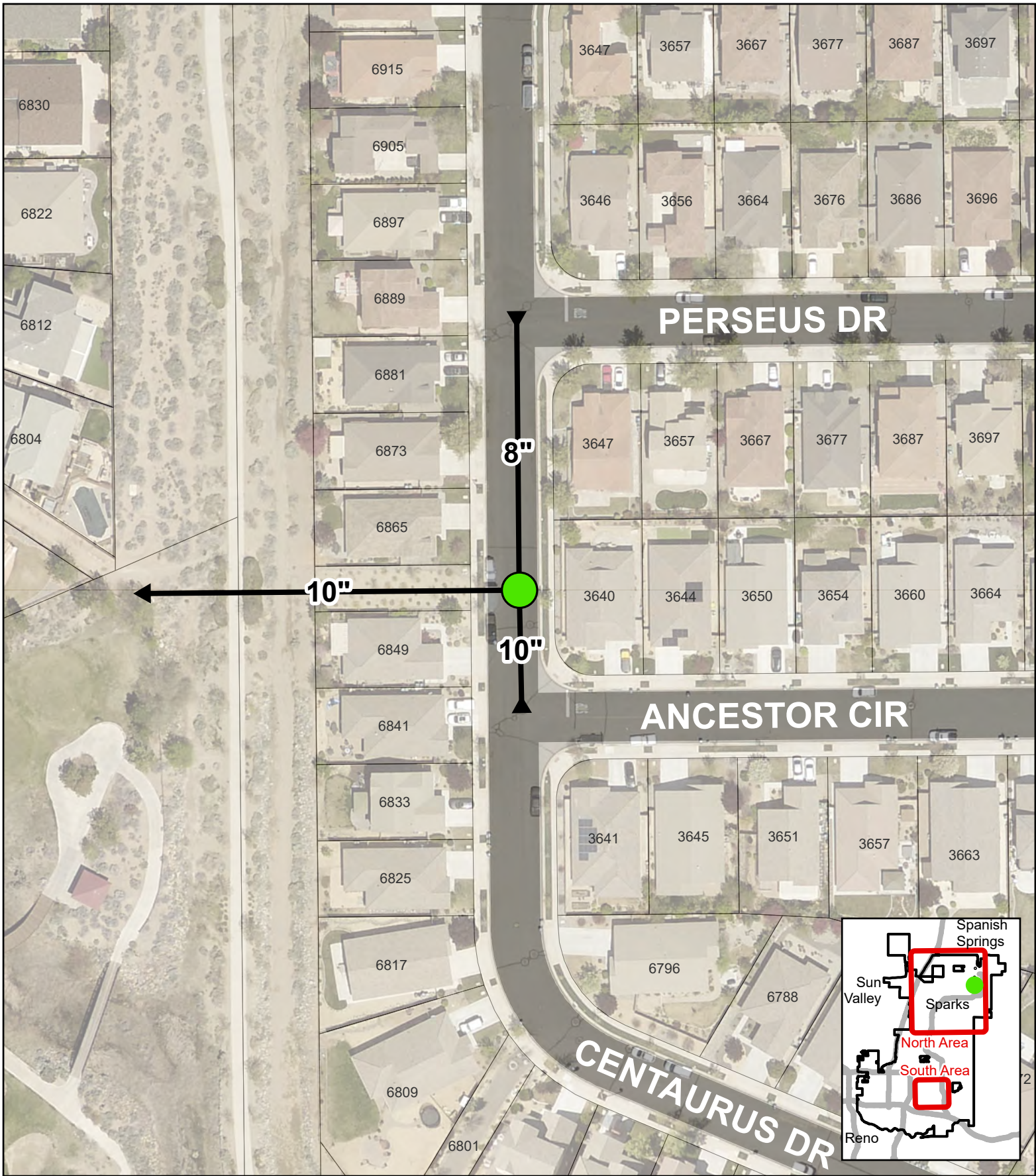
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN022267

Manhole Location: 39.615655, -119.676908

Rim Elevation: 4497.5087ft

Invert Elevation: 4485.51ft

Manhole Depth: 11.9987ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

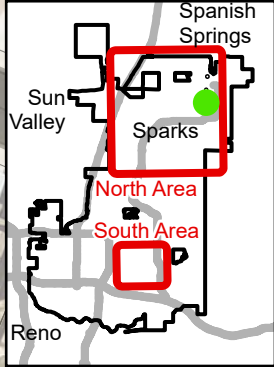
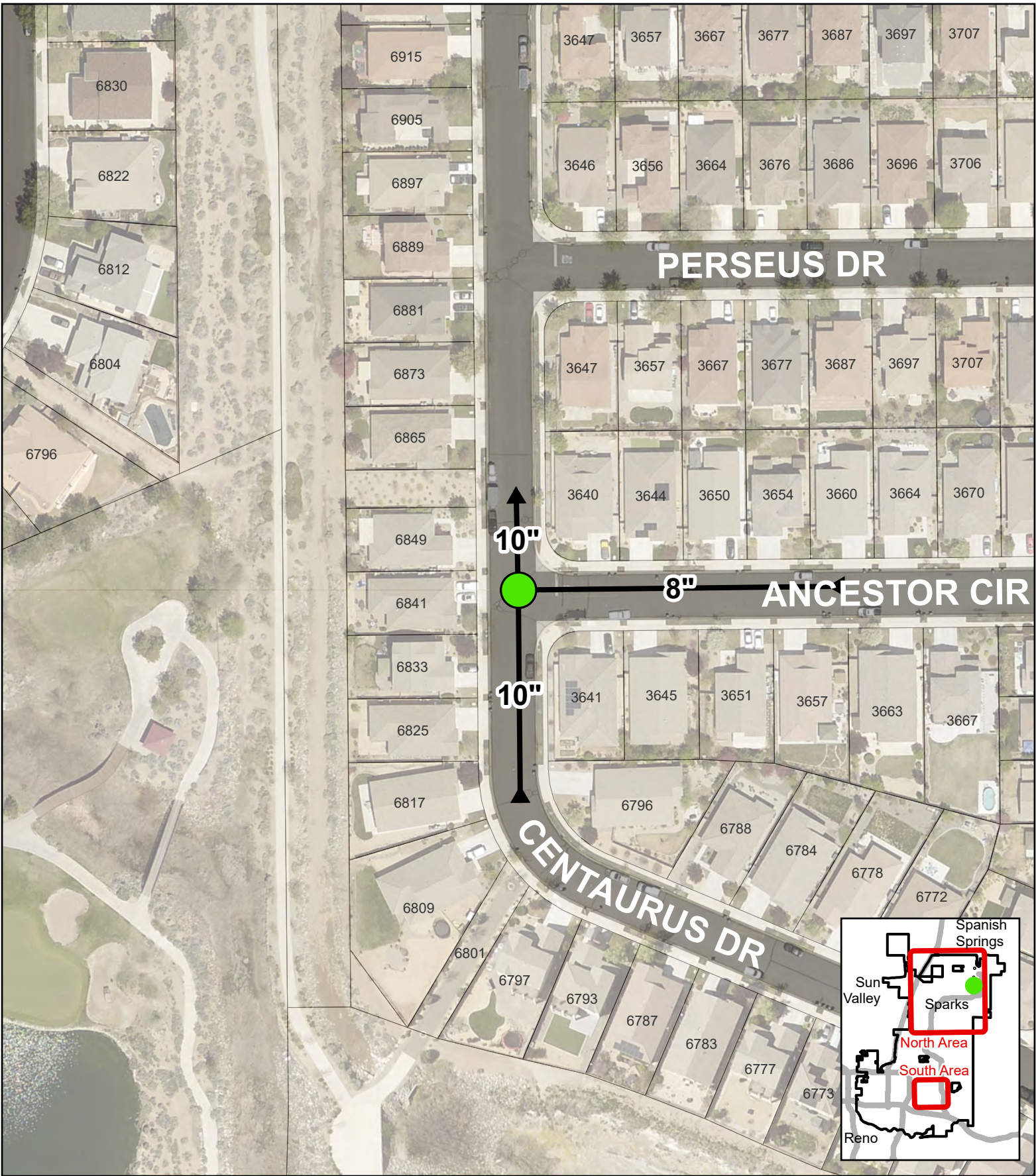
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN022268

Manhole Location: 39.615439, -119.676899

Rim Elevation: 4497.8445ft

Invert Elevation: 4485.84ft

Manhole Depth: 12.0045ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

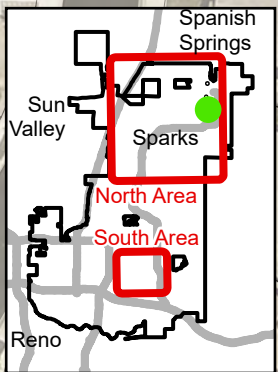
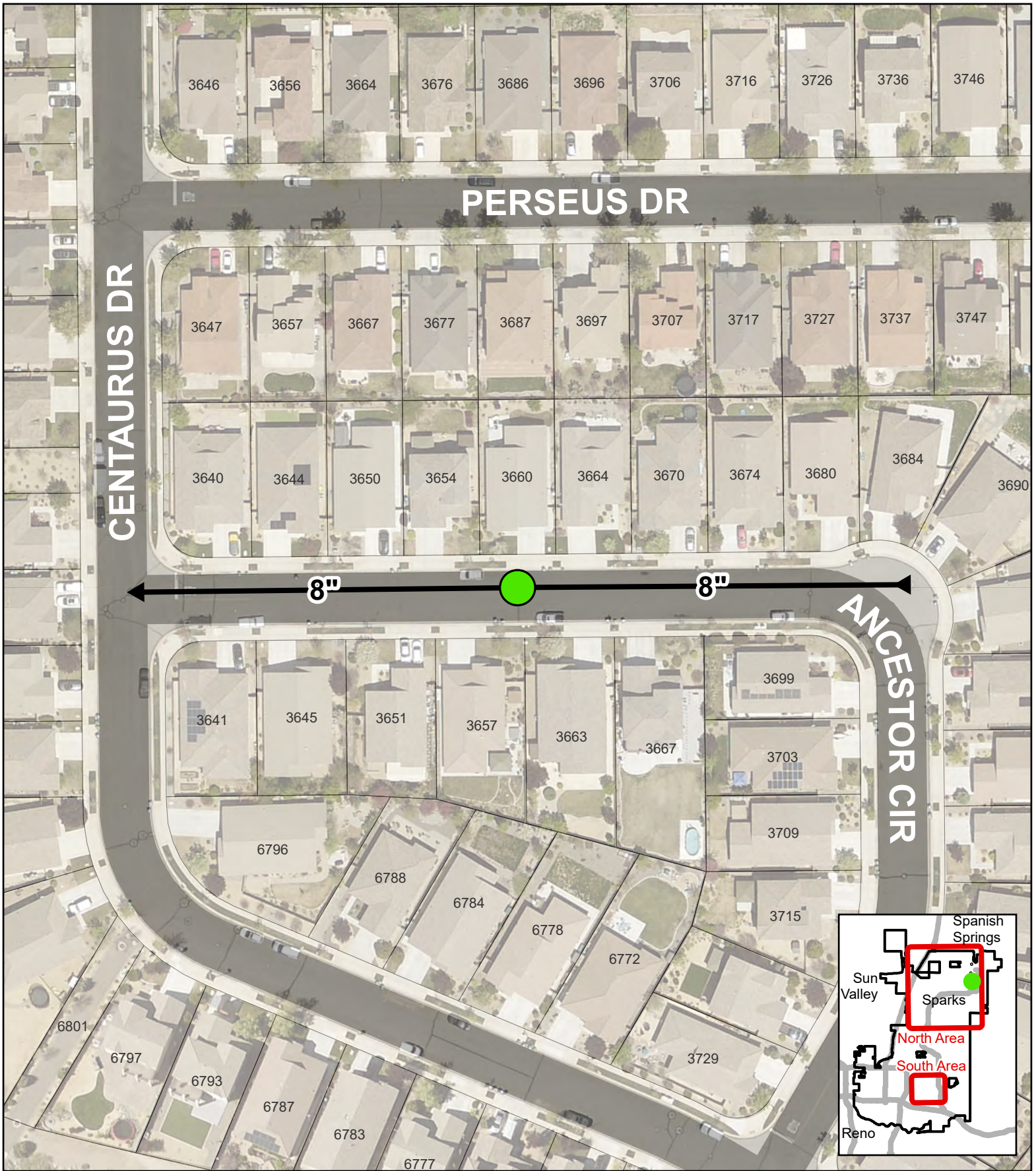
Number of Inlet Pipes: 2

Number of Outlet Pipes: 1

Drop Manhole: No

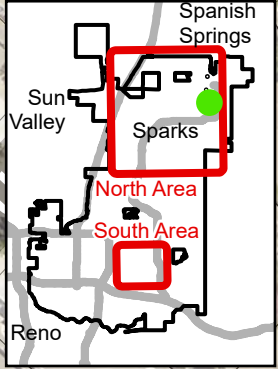
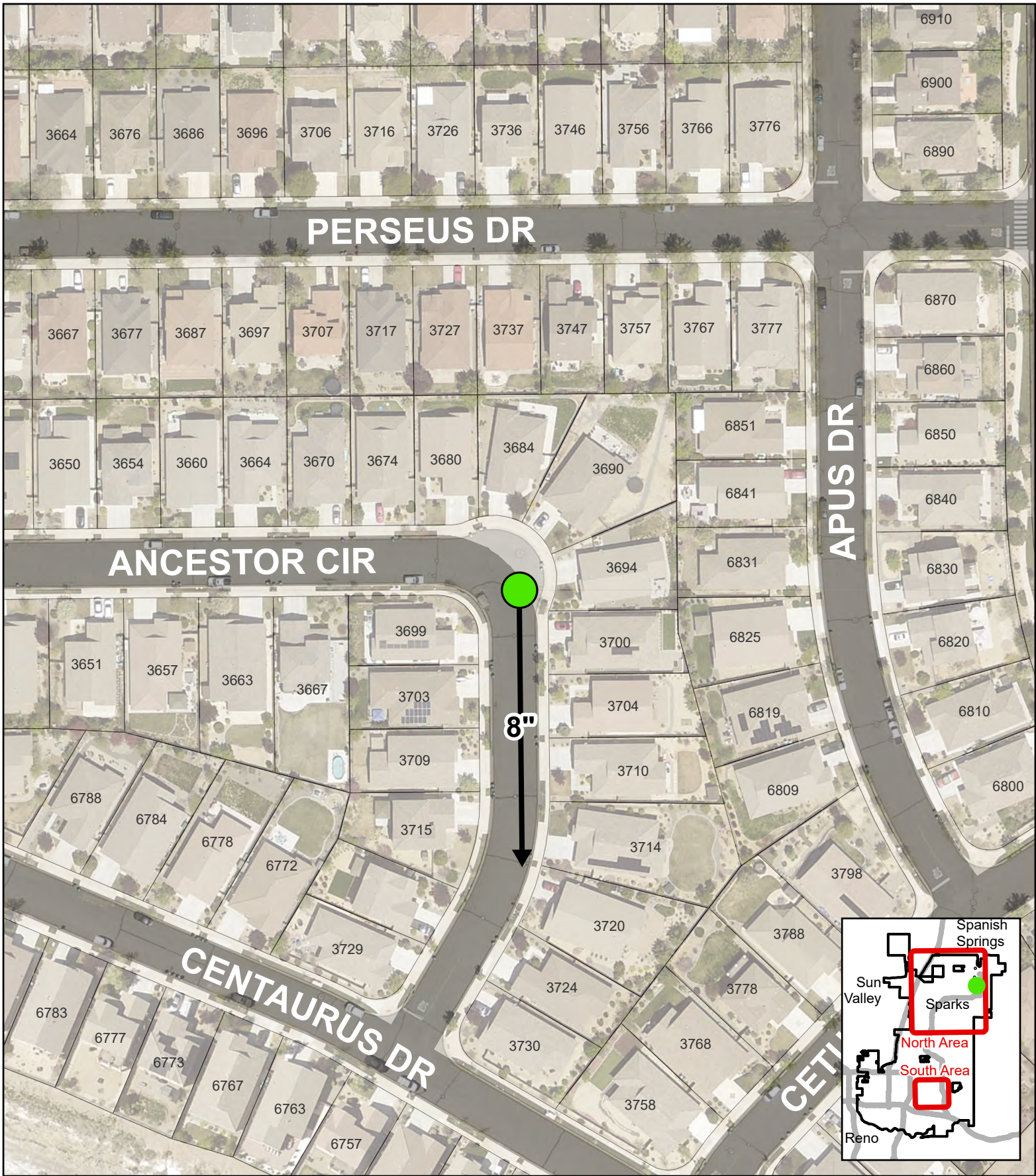
Water Infiltration: Running

Notes:



Facility ID: SSN022269
Manhole Location: 39.615456, -119.675997
Rim Elevation: 4498.2921ft
Invert Elevation: 4488.27ft
Manhole Depth: 10.0221ft
Barrel Diameter: 48in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:



Facility ID: SSN022270

Manhole Location: 39.615389, -119.675082

Rim Elevation: 4500.7764ft

Invert Elevation: 4492.24ft

Manhole Depth: 8.5364ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

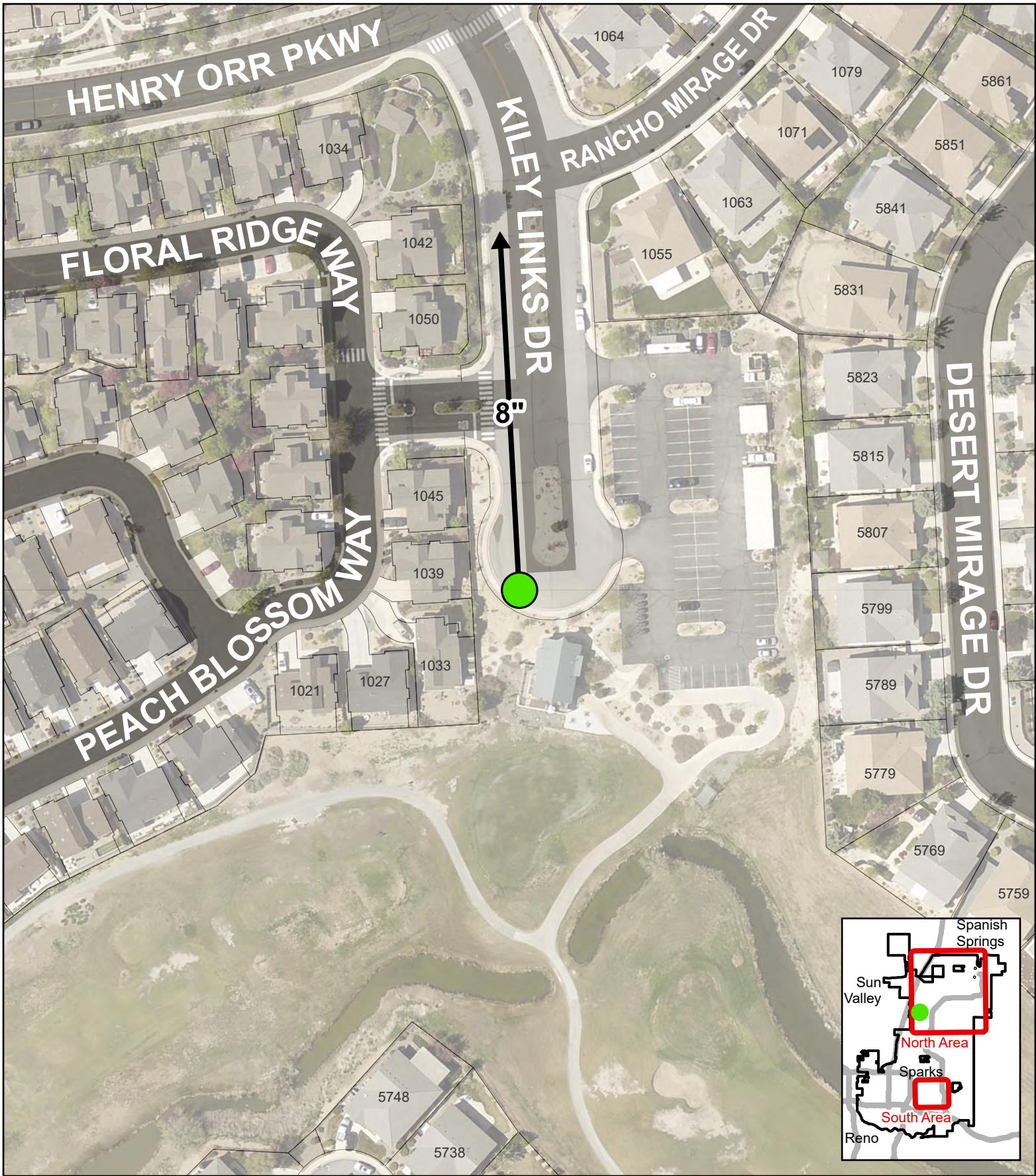
Number of Inlet Pipes: 0

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN031457

Manhole Location: 39.597246, -119.725329

Rim Elevation: 4462.2764ft

Invert Elevation: 4450.7ft

Manhole Depth: 11.5764ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

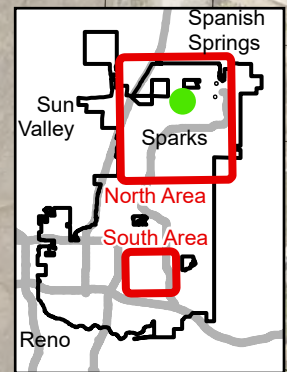
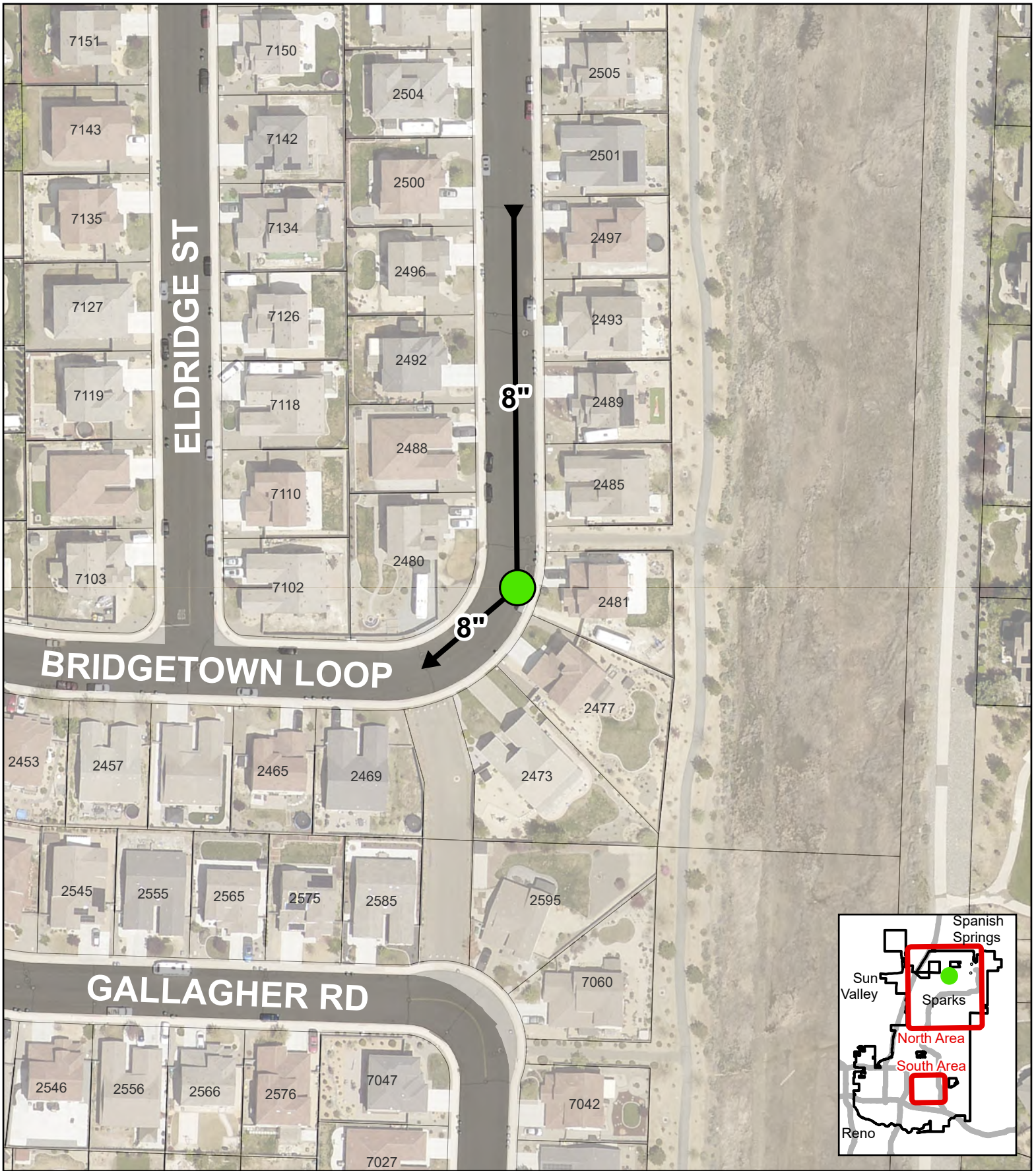
Number of Inlet Pipes: 0

Number of Outlet Pipes: 1

Drop Manhole:

Water Infiltration: Running

Notes:



Facility ID: SSN033451

Manhole Location: 39.619092, -119.696189

Rim Elevation: 4476.17781ft

Invert Elevation: 4470.32ft

Manhole Depth: 5.85781ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

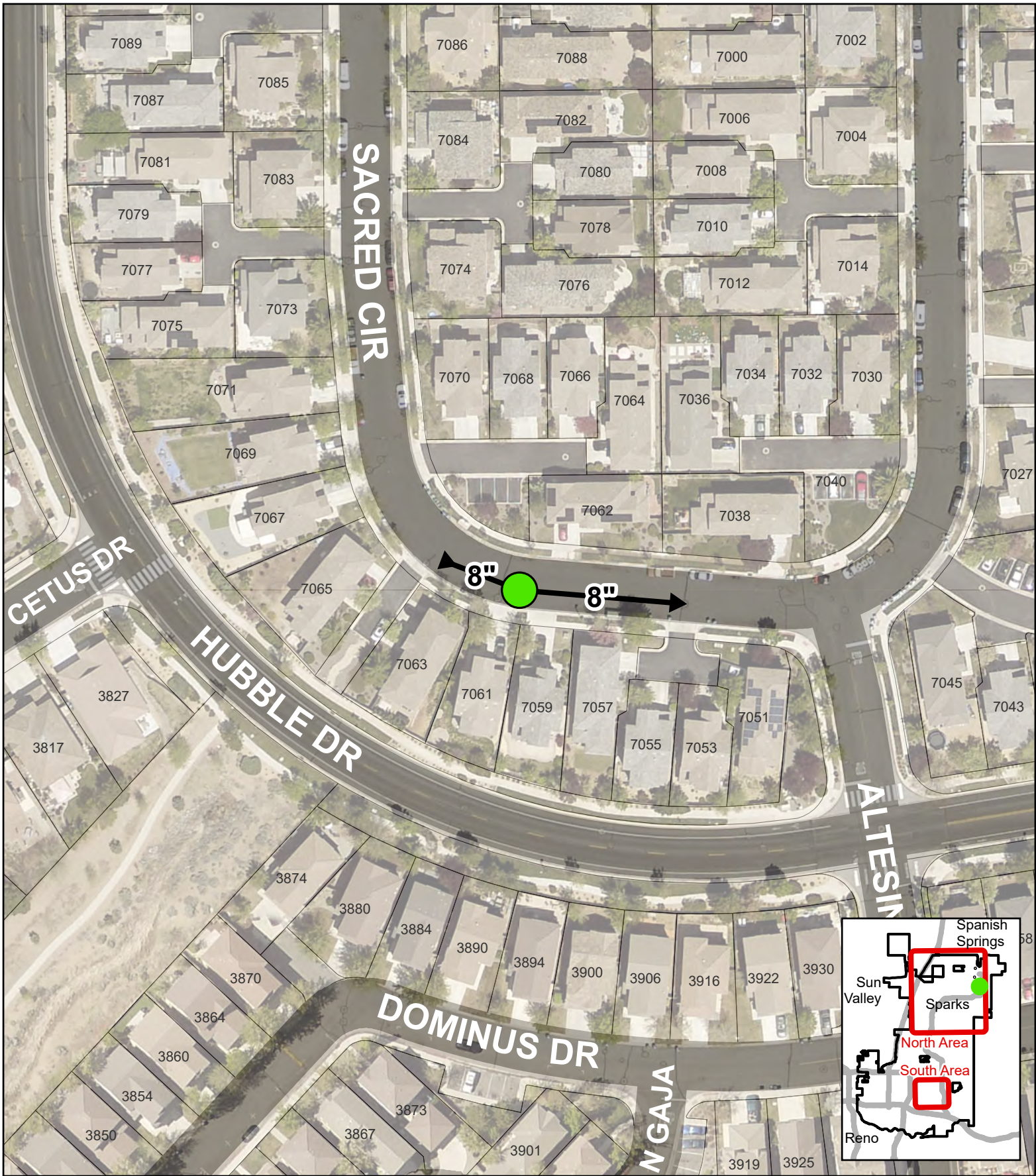
Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN033481

Manhole Location: 39.614884, -119.672416

Rim Elevation: 4504.65761ft

Invert Elevation: 4496.9ft

Manhole Depth: 7.75761ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1

Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

Notes:



Facility ID: SSN053479

Manhole Location: 39.534937, -119.724468

Rim Elevation: 4387.18ft

Invert Elevation: 4369.18ft

Manhole Depth: 18ft

Barrel Diameter: 48in

Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 1

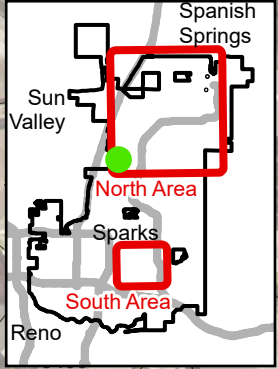
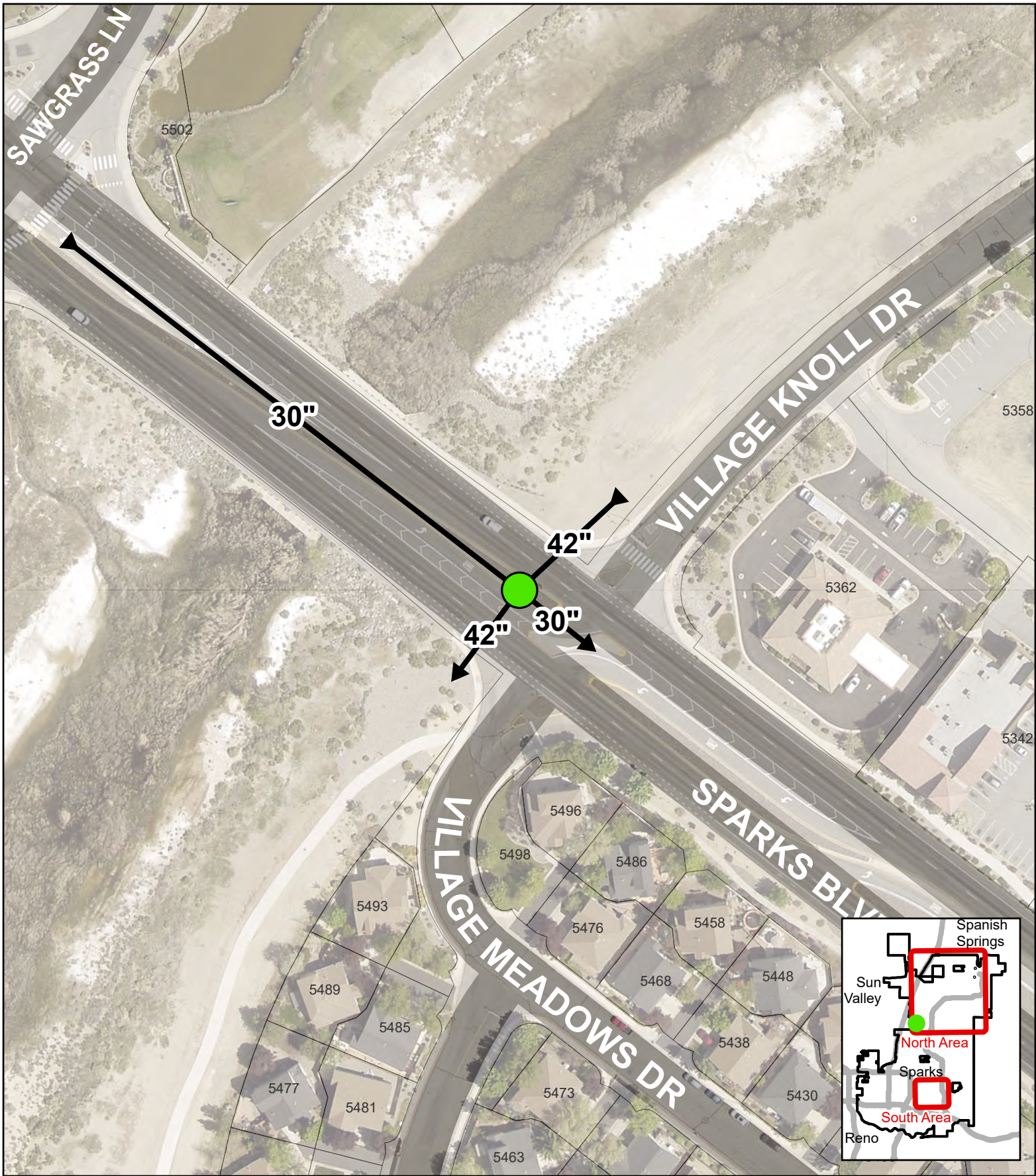
Number of Outlet Pipes: 1

Drop Manhole: No

Water Infiltration: Running

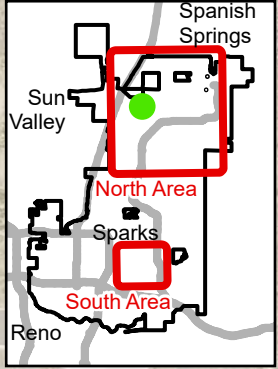
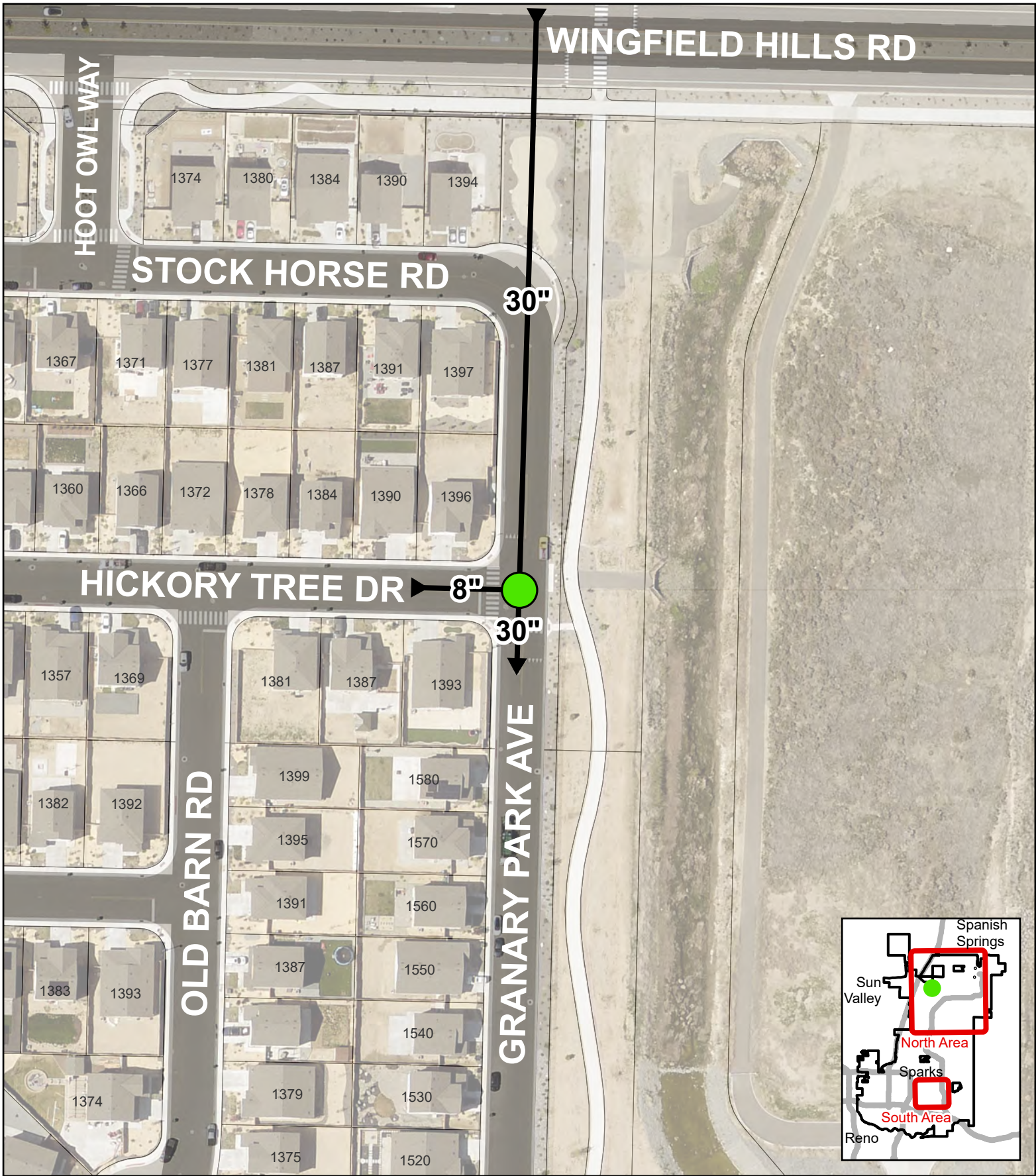
Notes:

 ATKINS (surveyed manhole)



Facility ID: SSN054012
Manhole Location: 39.589678, -119.728278
Rim Elevation: 4445.7499ft
Invert Elevation: 4431.27ft
Manhole Depth: 14.48ft
Barrel Diameter: 60in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 2
Drop Manhole: Yes
Water Infiltration: Running
Notes:



Facility ID: SSN060142
Manhole Location: 39.613753, -119.71442
Rim Elevation: 4465.63ft
Invert Elevation: 4452.45ft
Manhole Depth: 13.18ft
Barrel Diameter: 60in
Manhole Material: Reinforced Concrete

Number of Inlet Pipes: 2
Number of Outlet Pipes: 1
Drop Manhole: No
Water Infiltration: Running
Notes:
 Type 1 48"

Forms

(to be used following award of bid)

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



TITLE
BID # BIDNUMBER
PWP# PWPNUMBER

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 **CONTRACTORNAME**, 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 **\$AMOUNT** 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 [redacted] 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. Apprenticeship Utilization Act:

Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Contractor acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Contractor acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

10. 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.

11. 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.

12. 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:
CONTACT
CONTRACTORNAME
ADDRESS
CITY, STATE ZIP
e-mail:

13. 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.

14. 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.

15. Indemnification:

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



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

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

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

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

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

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

16. 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."

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.



22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.



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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: _____
Ed Lawson, 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 _____