NOTICE TO CONTRACTORS
CARSON CITY PUCHASING AND CONTRACTS
201 NORTH CARSON STREET, SUITE 3
CARSON CITY, NEVADA 89701
775-283-7137 / FAX 775-887-2107
http://www.carson-city.nv.us/Index.aspx?page=998

ADVERTISED BID #1011-193
BID TITLE "SAFE ROUTES TO SCHOOL, ROUTE 6 PATH IMPROVEMENTS-PHASE 2"
Labor Commissioner PWP# CC-2011-130
Public Works Project No. 1.0718
Engineer's Estimate: $150,000
PREPARED DATE: April 28, 2011

Federal Project # MS-0025(017) NDOT Project # 73596

PLEASE NOTE: Carson City has extensively revised these Contract Documents and all Bidders are advised to read these documents thoroughly before submitting a bid.

SUMMARY

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the above referenced Project. The project consists of constructing approximately 1,000 feet of 12-foot wide asphalt concrete path, including creek crossing, large rock relocation, earthwork and re-vegetation. Project includes all common phases of construction customarily associated with this type of project. Bids must be submitted in accordance with this Bid document.

CONTRACTOR'S LICENSE: Carson City has determined that the responsive bidder must possess a minimum of a Class A General Engineering Contractor's license issued by the Nevada State Contractor's Board at the time of the award.

BID DOCUMENTS may be obtained as follows and the cost is non-refundable.

You may download this Bid Document, excluding the drawings, and a pdf version of the Bid Bond and Bid Proposal to prepare your bid from the Carson City website http://www.carson–city.nv.us/Index.aspx?page=998. ***Downloading this bid document from the website does not put you on the plan holders list, you must click the link at the bottom of the page and provide your information to add your company name to the plan holders list.***

You may purchase the drawings separately from the following businesses, please call ahead to place your order.

Nevada Blue, 3246 North Carson Street, Carson City, NV 89706 (775) 883-6011

OSI, Inc., 4750 Longley Lane, Ste 103, Reno, NV 89502 (775) 827-4343 www.osireno.com

Reno Builder's Exchange, 634 Ryland Street, Reno NV 89502 (775) 786-4468 www.renobuildersx.com

Sierra Contractor's Source, 500 Ryland Street, Reno NV (775)329-7222 www.scsplanroom.com

INSPECTION OF BID DOCUMENTS: All documents related hereto may be viewed at the following locations:

CARSON CITY PURCHASING AND CONTRACTS DEPARTMENT, 201 North Carson Street, Suite 3, Carson City, Nevada 89701.

ADDENDA: All addenda are posted on Carson City's website http://www.carson-city.nv.us/Index.aspx?page=998. It is each bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

INFORMAL PRE-BID CONFERENCE will be held on May 11, 2011, at the Conference Room located at 3505 Butti Way, Carson City, Nevada and will commence promptly at 10:00 a.m. Attendance is not required to bid on this project.

SEALED BIDS must be submitted in a sealed envelope which shall be clearly marked with title and number of this Bid Document to Carson City Purchasing and Contracts Department, 201 North Carson Street, Suite 3, Carson City, Nevada 89701, by not later than 10:00 a.m. on Tuesday, May 24, 2011. Bids received after the date and time set for receipt will be **REJECTED** and returned to the bidder unopened.

BID OPENING will be held publicly at 10:10 a.m. on Tuesday, May 24, 2011, at 201 North Carson Street, Suite 3, Carson City, Nevada 89701. Bidders, their representatives, and all other interested persons may be present during the bid opening.

A tabulation of the **BID PROPOSAL** will be posted on Carson City's website within 48 hours.

AWARD RECOMMENDATION will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or contact Kim Belt at KBelt@carson.org for the recommendation.

NOTICE OF PROTEST OF AWARD OF CONTRACT must be submitted in writing to Carson City Purchasing and Contract within five (5) working days of the **BID OPENING** and must be in compliance with Nevada Revised Statute (NRS) 338.

BID AWARD will be made by the Carson City Regional Transportation Commission and is scheduled for Wednesday, June 8, 2011, and their decision is final. The Carson City Regional Transportation Commission meeting will be held in the Sierra Room of the Carson City Community Center, 851 East William Street, Carson City, Nevada 89701.beginning at 5:30 p.m.

PRICES must be quoted FOB Carson City, Nevada and are valid for sixty (60) calendar days after the **BID OPENING**.

Signature in Project File

Kim Belt
Purchasing and Contracts Manager

Signature in Project File

Andrew Burnham, Public Works Director

Signature in Project File

Construction Manager as designated by Carson City

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PROJECT COORDINATION

CORRESPONDENCE AND/OR COMMUNICATIONS:

The provisions of this contract shall be approved by the governing body of the City, and the normal lines of communications shall be between the following persons and the authorized representative of the Contractor:

A. Contract Administrator
Kim Belt, Purchasing and Contracts Manager
Carson City Purchasing and Contracts
201 North Carson Street, Suite 3
Carson City, Nevada 89701
775-283-7137
FAX 775-887-2107
KBelt@carson.org

B. Owner's Representative
Andrew Burnham, Public Works Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
775-887-2355 x 7367
FAX No. 775-887-2112
ABurnham@carson.org

C. Construction Manager
As designated by Carson City

D. Design Engineer
Robert D. Fellows, P.E./Senior Project Manager
Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701
775-887-2355, ext 7370
FAX No. 775-887-2164
RFellows@carson.org

NOTE: The City reserves the right to appoint a substitute designee for these positions at the City's discretion.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

IB.1 BIDDING PROCEDURES

A. Pre-bid Conference

If required, a Pre-bid Conference will be held at the time and place indicated on the Notice to Contractors. The purpose of this conference is to discuss the Project, prospective Bidders concerns, and key issues of the Project. Attendance is not mandatory unless otherwise indicated.

B. Designated Contacts

The designated contact for questions pertaining to the Contract Documents, Specifications and/or Drawings is the designated Contract Administrator. All questions should be submitted in writing, and will receive a written response from the Contract Administrator.

C. Contract Drawings

The Contract Drawings used for Bidding shall have the following title:

CONTRACT DRAWING TITLE: **Safe Routes to School, Route 6 Path Improvements – Phase 2**

The Contract Drawings do not purport to show all the details of the Work. They are intended to illustrate the character and extent of the performance desired under the Contract; therefore, they may be supplemented or revised from time to time, as the Work progresses, by the Construction Manager. Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the Work.

D. Interpretations and Addenda

Bidder shall take no advantage of any apparent error or omission in this Bid Document. In the event the Bidder discovers such an error or omission, he/she shall immediately notify the City's Contract Coordinator in writing or by email. Carson City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of this Bid Document through the issuance of an Addendum. Any Addendum or clarification supplementing this Bid Document, the Drawings, and the Specifications, issued prior to the date and time set for the submittal of Bid Proposal shall be made part of the Contract.

If it becomes necessary to revise any part of this Bid Document, a written addendum will be provided to all plan holders. The City is not bound by any oral representations, clarifications, or changes made by Carson City employees, or representatives, unless such clarification or change is provided to all Bidders in written addendum form.

Addenda shall be sent by fax, e-mail or posted on the City's website to all who are known by the City to have received a complete set of Bid Documents (plan holders). No Addendum shall be issued by Carson City less than two (2) working days prior to the advertised date and time for Bid submittal.

Prior to submission of the Bid Proposal, each Bidder shall ascertain that he/she has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Bid Proposal.

E. Bid Preparation and Submission

1. Bid proposals are to be submitted on the Bid Proposal provided and must be manually signed by pen by an officer or authorized agent (with attached power of attorney) of the Bidder. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed in ink by a person authorized to bind the Bidder to a Contract. If the person making said interlineation or alteration is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where initials appear. Written delegation of signature authority to an agent acting on behalf of the Bidder must accompany the sealed Bid and cannot contain any language which states the Bidder retains final approval of acceptance of any of the terms, conditions, specifications and/or finalized Contract.

2. Each Bid shall be submitted in a sealed envelope and the envelope must be prominently marked on the lower left corner as follows:

INSTRUCTIONS TO BIDDERS

SEALED BID
BID NO.: 1011-193
Federal Project #: MS-0025(017)
NDOT Project #: 73596
OPENING: April 19, 2011, 10:10 a.m.
COMPANY NAME:

3. This is a Federal-aid contract and the requirements for such shall apply. On a Federal–aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada in connection with the award of the contract to him.

4. The following signed certification is required of the person, firm, association or corporation in order for the bid to be considered responsive:

1. Anti-Collusion Affidavit
2. Subcontractors Bidding on NDOT Contracts
3. Restrictions on Lobbying Using Appropriated Federal Funds

5. Carson City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Carson City hereby notifies all bidders that it will not discriminate in the award of this contract on the basis of race, color, national origin, religion, sex or handicap.

Carson City will on its own initiative, take affirmative action, including the imposition of contract sanctions and the initiation of appropriate legal proceedings under any applicable State or Federal law to achieve equal employment opportunity on Federal-aid Highway Projects and will actively cooperate with the Federal Highway Administration in all investigations and enforcement actions undertaken by the Federal Highway Administration. In conjunction with the above statement, Carson City will not issue plans to an irresponsible bidder. Subsection (B) of Section 112 of Title 23 United States Code has been amended by adding at the end thereof, the following: "Contracts for the construction of each project shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting established criteria of responsibility."

Carson City will, in addition to the other Equal Employment Opportunity provisions which are enumerated elsewhere in the Special Provisions, require an affirmative action program from each Contractor who holds an individual contract or subcontract in excess of $10,000.00. This program, which included certain specific items relative to this project, can be submitted on the form.

6. The following requirements apply to the person, firm, association or corporation in order for the bid to be considered.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The following goal for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a Federal or Federally assisted construction contract or subcontract.

FEMALE PARTICIPATION STATEWIDE

Time Period Goal
Until further notice..... 6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt Contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, Federally assisted or non-Federally related project, contract or subcontract.

Construction Contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such Contractors are required to comply with the applicable Standard Metropolitan Statistical Area (SMSA) or Economic Area (EA) goal contained herein.

NEVADA ECONOMIC AREA

SMSA Counties, NV Clark 13.9%
163 Las Vegas, NV
4120 Las Vegas, NV
Non-SMSA Counties, NV Esmeralda, NV Lincoln, NV Nye..... 12.8%
SMSA Counties, NV Washoe 8.2%
164 Reno, NV
6720 Reno, NV
Non-SMSA Counties, NV Churchill, NV Douglas, ... 9.2%
NV Elko, NV Eureka, NV Humboldt, NV Lander,
NV Lyon, NV Mineral, NV Pershing, NV Storey,
NV White Pine, NV Carson City

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goal for both its Federally involved and non- Federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to Carson City and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

7. This project is located in an attainment area for air quality. The bidder shall contact the Nevada Department of Conservation and Natural Resources (Division of Environmental Protection), phone (775) 687-4670, regarding special considerations concerning air quality requirements of the basin in which this project is located.

Compliance with all rules, regulations, special stipulations, and laws pertaining to air quality shall be the responsibility of the Contractor and the cost of said compliance will be measured and paid for as

specified in the General Conditions. Contractor penalties associated with non-compliance of these rules, regulations, special stipulations and laws shall not be sufficient cause for increases in costs or time to the contract.

8. In compliance with the multi-employer worksite provisions of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard 29 CFR Part 1910.1200 (e) (2) the Contractor is required to provide current Material Safety Data Sheets (MSDS) for all hazardous chemicals [as defined in 29 CFR Part 1910.1200 (c)] to be used by the Contractor in this contract.

It will be the Contractor's responsibility to submit a list of all hazardous chemicals to be used on this contract 7 days in advance of the pre-construction conference. MSDS must be submitted prior to the beginning of any phase of work which requires the use of the hazardous chemical. An MSDS shall be submitted prior to use of the hazardous chemical on the contract, for any additional hazardous material not covered by the original list.

9. The 1982 Surface Transportation Assistance Act provides that on Federal-aid projects, the "Buy America" portion of the Act shall apply to certain products incorporated in the finished work. Steel materials of foreign origin, from outside the United States, may be used at the Contractor's option, subject to the following requirements. "Steel," as used in this subsection, includes steel and iron materials, and the application of a coating to either steel or iron material.

Steel materials to be permanently incorporated into the work on Federal-aid projects are subject to the following requirements:

All steel products or manufacturing processes of the steel material in a product (i.e., smelting, and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States. This includes processes such as rolling, extruding, machining, bending, grinding and drilling.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed one-tenth (0.1) of one (1) percent of the total contract cost or twenty-five hundred ($2,500.00) dollars, whichever is greater. Should foreign materials be used, as provided above, the Contractor shall provide cost documentation satisfactory to the Engineer at no additional cost to the contract. All Certificates of Compliance for steel materials shall include a statement that they conform to the above requirements.

The Contractor certifies, by the signing and submitting of the bid or proposal, that he shall comply with the requirements of this subsection.

10. The higher of the Federal or local prevailing wage rates for Carson City, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project. Also, in accordance with NRS 338, the hourly and daily wage rates must be posted at the work site by the Contractor. The Contractor shall ensure that a copy of the Contractor’s and Subcontractor’s certified payrolls for each calendar month is received by Carson City. The prevailing wage rates for this project are included in attachment “B”, additional information is available at:

State of Nevada
Department of Business and Industry
Office of Labor Commissioner
1445 Hot Springs Road, Suite 108
Carson City, Nevada 89701
(775)687-4850
www.laborcommissioner.com

Carson City will not consider a Bid that fails to comply with the above stated requirements. Carson City will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the date and time specified in the Notice to Contractors at the following address:

Carson City Purchasing and Contracts Department
201 North Carson Street, Suite 3

Carson City, Nevada 89701

11. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified. Mailed Bids must be received by the Purchasing and Contracts Department prior to the closing date and time for receipt of Bids in order to receive consideration. Bids submitted by facsimile or email will not be accepted or considered.

F. Documents Necessary for Submittal

The Bid Bond, Bid Proposal Summary, and any other documents required as defined in the Special Conditions all shall be included in the sealed envelope. **Do not return the entire spec book with the Bid.** Carson City will not consider a Bid received if there is an omission of or failure to complete any portion of the required documents at the time of the Bid Opening.

G. Bid Security

1. Each Bid Proposal must be accompanied by a Cashier's check, Certified Check, or Bid Bond acceptable to Carson City in an amount equal to at least five percent (5%) of the Bidder's "Base Bid" Proposal. Said Bid Security shall be payable without condition to Carson City as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid Proposal and, in the manner and form required by the Bid Document, and will furnish the required PERFORMANCE and PAYMENT bonds. (Refer to Documents # 2151 and 2152). Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Security may be forfeited to the City as liquidated damages, not as penalty. All checks must indicate the Payee as "Carson City, Nevada" and reflect the Bid Title and Number. Failure to enclose a Bid guarantee with the sealed Bid will cause the Bid to be rejected and not considered.

2. Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to NRS 683A.090 and issued by an appointed agent pursuant to NRS 683A.280. Bonds issued by an individual surety are not acceptable to the City.

3. The City will have the right to hold the Bid Security of Bidders to whom an award is being considered until either: (a) the Contract has been executed and bonds have been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

H. Quantities

The quantities given in the Bid Document or indicated by the unit Bid items are approximate quantities and are intended to illustrate the Scope of Work. The Bidder shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Bid Document.

I. Compensation

The Total Bid Price shall cover all Work required by the Bid Document. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices Bid. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Bidder, and all costs in connection therewith shall be included in the prices Bid.

J. Schedule of Values

The purpose of the Schedule of Values shall serve the City in two (2) distinct areas:

1. **PRIOR TO AWARD OF BID:** Carson City may request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of determining an unbalanced Bid. The analysis shall be conducted by the City.

2. **AFTER AWARD OF BID** Carson City will request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of making partial payments to the Contractor.

Under no circumstances may any Bid item reflected as LUMP SUM or otherwise be increased or decreased as a result of the Lump Sum Bid breakdown analysis.

All prospective Bidders may be required to prepare a Schedule of Values, and it shall be the Bidder's responsibility to verify the quantities as shown on the Drawings before preparing his/her Bid. The schedule as shown on the Contract Drawings does not constitute a complete outline of the Work to be performed by the Contractor in accordance with the Contract Drawings and Specifications. This list is intended to include all major items, and the Bid computed therefrom will be the maximum compensation for all work and materials furnished by the Contractor in order to comply with the Contract Drawings and Specifications, whether or not indicated in the approximate quantities or pertaining to the items of Work listed therein.

K. Validity of Bid

Carson City reserves the right to withhold award of the Contract for a period of sixty (60) days from the date of the Bid opening. The Bidder acknowledges in submitting his/her Bid that all prices listed in the Bid Proposal are valid for a period of not less than sixty (60) days from the date of the Bid Opening.

L. Bidders Preference

N/A

M. Bidders Representation

Each Bidder by submitting its Bid represents that:

1. The Bidder, signing the Bid Response and submitting the bid represents that he/she has familiarized himself with the Notice to Contractors, Contract Drawings, Specifications, and Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Bid. By submission of his/her Bid, he/she agrees to all the terms and conditions of the Bid Document and further agrees that no claim will be made against the City, the Construction Manager, or the Design Consultant for any damage that he/she or his/her subcontractors may have suffered due to the inadequacy of his/her Bid on account of any alleged errors, omissions, or other deficiencies in the Notice to Contractors, Drawings, Specifications, or Contract Documents supplied to him/her by the City.

2. The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.

3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bid Documents before submitting his/her bid, the Bidder shall request the City, in writing, to provide additional information and explanation.

4. Submission of a Bid by a Bidder shall constitute conclusive evidence that the Bidder has relied on his/her own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications. The Bidder is aware that soil classifications do not represent any particular stability or drainability characteristics, and are aware that water table levels can vary.

5. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

6. The Bidder, by signing the Bid Proposal, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NOSHA standards.

Bidder must be duly qualified and possess the classification(s) of contractor's license stipulated by the City for this particular Work and issued by the Nevada State Contractor's Board prior to contract award. Nevada Contractor's License type, number, expiration date and dollar limit must be submitted to the City prior to the award. The

Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624. Carson City will not consider any Bid that fails to comply with these requirements.

The successful Bidder must obtain a valid Carson City Business License within ten (10) days after the award of the Contract, or the Contractor will be declared in default of the contract.

N. Fair Employment Practices

Pursuant to the FHWA-1273 form and NRS 338.125, it is unlawful for any Contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of race, creed, color, national origin, sex, sexual preference, or age to discriminate against person with respect to hire, tenure, advancement, compensation or other terms, conditions, privileges of employment because of race, creed, color, national origin, sex, sexual preference or age.

O. Subcontracting

The Bidder agrees that he/she will perform work totaling at least Fifty per cent (50%) of the Bid amount and will not subcontract work totaling more than Fifty per cent (50%) of the Bid amount.

The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Bid amount. Within two (2) hours after the opening of Bids, the bidders who submitted the three lowest Bids must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Bid amount or Fifty Thousand Dollars ($50,000), whichever is greater. Within twenty-four (24) hours of the Bid opening the Bidder who submitted the lowest Bid must submit a list of all subcontractors who will perform any work on the Contract, including their name, license number and classification, items of work to be performed and anticipated amount of the subcontract. If a bidder fails to submit such lists within the required time, his/her Bid shall be deemed non-responsive.

The bidder shall verify prior to submitting their Bid that all subcontractors specified are properly licensed prior to the award. Substitutions of subcontractors specified in the Bid shall comply with the requirements of NRS 338.141.

Should no firms be indicated on the Subcontractor Lists, the Bidder represents that all personnel performing services under any phases, shall be carried on the Bidder's payroll.

Bidder agrees that if awarded the Contract, he/she will assume responsibility for acts or omissions of subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Bidder. Nothing contained in the Bid Document shall create any contractual relationship between any subcontractor and the City.

Each Contractor engaged on a public works project shall report to the Labor Commissioner the name and address of each Subcontractor whom he/she engages for work on the project within ten (10) days after the Subcontractor commences work on the contract.

Substitutions for subcontractors listed in the Bid Proposal shall comply with the requirements of NRS 338.141.

IB.2. OPENING OF BIDS

All Bids received at the designated time and place that comply with these requirements will be opened, publicly read aloud at the date, time and place set forth in the Notice to Contractors. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Bids.

Any Bids received after the date and time set for receiving and opening Bids, as set forth in the Notice to Contractors and any Addendum, will not be considered. Any such Bids will be returned unopened to the Bidder.

A. Mistake in Bid

A request for withdrawal of a Bid due to a purported error shall not be considered unless it is given in writing to the Contract Coordinator by the Bidder within forty-eight (48) hours after opening of the bid. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the Bid was computed, together with a certification and notarization thereon that such calculation is the original as prepared by the Bidder or his/her agent.

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

In the case of a difference between Unit Price and the Extended Price, the Unit Price shall govern.

B. Withdrawal of Bid

1. **Before Bid Opening** - A Bidder may request withdrawal of his/her, sealed Bid prior to the scheduled date and time of the scheduled Bid opening provided the request is submitted to the Contract Coordinator's Office in writing or an authorized representative must present himself with proper identification to the Contract Coordinator's Office and verbally request that the Bid be withdrawn.

2. **After Bid Opening** - No Bids may be withdrawn for a period of sixty (60) calendar days after the date and time of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by City, which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to the City for execution and the City executes the Contract.

IB.3 AWARD OF CONTRACT/REJECTION OF BIDS/DISQUALIFICATION OF BIDDERS

A. Award of Contract

Carson City will award the Contract pursuant to the provisions of Nevada State law including but not limited to:

(a) Chapter 332 (Purchasing: Local Governments)

(b) Chapter 338 (Public Works Projects)

(c) Chapter 339 (Contractor's Bonds on Public Works)

(d) Chapter 624 (Contractors).

B. Rejection of Bids

The City reserves the right to waive any informality or irregularity in any Bid received, and to reject any or all Bids. In the case of rejection of all Bids, the City reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of the Carson City Board of Supervisors or Carson City Regional Transportation Commission, it is in the best interest of the City.

C. Irregular Bid

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

1. If the Bid Proposal furnished by the City is not used or is altered.

2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind, which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.

3. If the Bid submitted contains any erasures, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB.1.E (1).

D. Unbalanced Bid

If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, in the opinion of the Owner's Representative, the Bid may be rejected. All Bids with separately priced line items shall be analyzed to determine if the prices are unbalanced. A bid may be rejected if the City determines that the lack of balance poses an unacceptable risk to the City.

A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;

2. Base quantities and option quantities are separate line items;

3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected;

4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder;

E. Disqualification of Bidders

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:

1. The Bidder is not responsive or responsible;

2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract Drawings and specifications;

3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)

4. Lack of the contractor's license classification stipulated by Carson City for this Work;

5. More than one Bid for the same work from an individual, firm, or corporation under the same or different name;

6. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information;

7. Unsatisfactory performance record as shown by past work for the City, judged from the standpoint of workmanship, progress, and quality of services/goods provided;

8. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded;

9. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);

10. Failure to comply with any requirements of the City;

11. Failure to list, as required, all subcontractors who will be employed by the Bidder;

12. Negative actions against the Contractor's license by the Nevada State Contractor's Board;

13. Any other reason determined, in good faith, to be in the best interest of the City.

IB.4 BID PROTESTS

A Bidder may file a Notice of Protest regarding the awarding of the contract with the authorized representative designated by the public body within five (5) working days after the date the bids were opened by the public body or its authorized representative pursuant to the provisions of NRS 338.142.

INSTRUCTIONS TO BIDDERS

IB.5 BID PREPARATION EXPENSES

By accepting the Bid Proposal of the Bidder, the City assumes no obligation to reimburse the Bidder for Bid preparation expenses. No Bidder shall have any right or claim against the City for reimbursement of Bid preparation expenses.

IB.6 COLLUSION, DISCRIMINATION, AND/OR PRICE FIXING

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate and hold Carson City harmless from liability for any such violation now and throughout the term of the Contract.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We _____

as Principal, hereinafter called Contractor, and _____

a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of $ _____Dollars

(state sum in words)_____
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as **BID # 1011-193, Federal Project #: MS-0025(017) NDOT Project #: 73596** and titled **"Safe Routes to School, Route 6 Path Improvements – Phase 2".**

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid 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 in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this _____ day of _____2011

Signature of Principal: _____

Title: _____

(Seal)

Firm: _____

Address: _____

City/State/Zip Code: _____

Written Name of Principal: _____

ATTEST NAME

Signature of Notary: _____

Subscribed and sworn before me this _____day of _____ 2011
(printed name of notary) _____Notary Public for the State of _____

Claims Under this Bond May be Addressed to:	Nevada Resident Agent Information Complete for out of state bonding companies
Name of Surety	Name of Local Agent
Address	Address
City	City
State/Zip Code	State/Zip Code
Name	Agent's Name
Title	Agent's Title
Phone	Agents Phone
Surety's Acknowledgement	

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

BID PROPOSAL

BID # 1011-193
Federal Project #: MS-0025(017)
NDOT Project #: 73596
BID TITLE: Safe Routes to School, Route 6 Path Improvements – Phase 2

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than $250,000.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS**.

BIDDER acknowledges receipt of _____ Addendums.

SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
SCHEDULE A: Safe Routes to School, Route 6 Path Improvements – Phase 2					
BP.1	Mobilization, demobilization and clean-up	1	Lump Sum		
BP.2	BMP's Erosion Control	1	Lump Sum		
BP.3	Earthwork & Grading	1	Lump Sum		
BP.4	Large Rock/boulder Relocation/modification	1	Lump Sum		
BP.5	Two Sack Slurry Wall -1ft wide	179	Linear Feet		
BP.6	24 inch minus Rip Rap	2,100	Square Feet		
BP.7	Creek Crossing Rockery Reconstruction	1	Lump Sum		
BP.8	Rock-lined Ditch	615	Square Feet		
BP.9	Plantmix Bituminous Pavement Type 3 Aggregate, PG 64-22 w/Lime 3 inches thick on 6 inches Type 2 Aggregate Base	11,050	Square Feet		
BP.10	Plantmix Bituminous Pavement Type 3 Aggregate, PG 64-22 w/Lime 3 inches thick	2,640	Square Feet		
BP.11	15 inch Diameter CMP w/ FES & Rip Rap	1	Lump Sum		
BP.12	Pathway Signs, poles and anchors	1	Lump Sum		
BP.13	4 inch Yellow Striping	956	Linear Feet		
BP.14	Removable Bollard	3	Each		

BID PROPOSAL

Description		Scheduled Value	Unit	Unit Price	Total Price
BP.15	Pole Gate	2	Each		
BP.16	Straw Erosion Blanket w/ seed	10,500	Square Feet		
BP.17	Re-vegetation	11,000	Square Feet		
Total SCHEDULE "A" BID AMOUNT					

Total Bid Price Written in Words:

_____

BID PROPOSAL

BP.18 BIDDER INFORMATION:

Company Name:
Federal ID No.:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Complete Fax Number:
Fax Number including area code:
E-mail:
Contact Person / Title:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Complete Fax Number:
E-mail Address:

BP.19 LICENSING INFORMATION: (optional)

Nevada State Contractor's License Number:
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
Carson City Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:

BP.20 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:

BID PROPOSAL

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

Corporation:

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Mailing Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:
Other 2) Name:
Title

BP.21 **MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1)	
Title 1)	
Name 2)	
Title 2)	

BID PROPOSAL

Name 3)	
Title 3)	
Name 4)	
Title 4)	
Name 5)	
Title 5)	
Name 6)	
Title 6)	

(If additional space is needed, attach a separate page)

BID PROPOSAL

BP.22 REFERENCES:

Instructions:
List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:

BID PROPOSAL

Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

BP.23 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant 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 by any Federal, State or Local department or agency.

b) Have not within a three-year period preceding this bid 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 (1)(b) of this certification; and

d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

_____ _____
Signature of Authorized Certifying Official Title

_____ _____
Printed Name Date

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

_____ _____
Signature Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	**"E-Mod" Factor[1]**	**OSHA Incident Rate[2]**
2008		
2007		

[1] E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
[2] OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL
SUBCONTRACTORS

BP.24 **INSTRUCTIONS:** for Subcontractors **exceeding five (5) percent of bid amount.** This information must be submitted with your bid proposal. The 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).

Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.25 **INSTRUCTIONS:** for Subcontractors **exceeding one (1) percent of bid amount or $50,000 whichever is greater.** This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. 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 # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.26 **INSTRUCTIONS:** for **all Subcontractors** **not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. 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 twenty four hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License # (optional)	Limit of License
Description of work		

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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 apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the

project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49

CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in

any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that

the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certifi-

cation Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

BID PROPOSAL

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

BID PROPOSAL

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a."Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and

cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report

contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

BID PROPOSAL

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

   > It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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 apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer
   The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

   a. All members of the Contractor's staff who are authorized to hire, supervise, promote,

and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

BID PROPOSAL

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

BID PROPOSAL

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958 and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } **SS**

I, _____(Name of party signing

this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named 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 judgement 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 governmental 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.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department 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. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

(SEAL)

_____
Notary Public, Judge or other Official

BID PROPOSAL

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

_____
Signature

_____
Title

BID PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

BID PROPOSAL

1. Type of Federal Actions: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application ☐ c. Initial award ☐ d. post-award	**3. Report Type:** ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Sub-awardee** Tier _____, *if* known: **Congressional District**, *if* known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: **Congressional District**, *if* known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know:	**9. Award Amount**, *if* known: $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned **12. Form of Payment** *(check all that apply):* ☐ **a. cash** ☐ **b. in-kind; specify**: nature _____ value _____	**13. Type of Payment** *(check all that apply):* ☐ **a. retainer** ☐ **b. one-time fee** ☐ **c. commission** ☐ **d. contingent fee** ☐ **e. deferred** ☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

BID PROPOSAL

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE DATE

TELEPHONE NO. ( ) _____

NDOT
052-008
7/95

BID PROPOSAL

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. 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 (2) hours.

NAME OF SUBCONTRACTOR	CONTRACT ITEM NO(S).	NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

NOTE: ***Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract***

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-007
7/95

BID PROPOSAL

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING ON NDOT CONTRACTS

CONTRACT NO.:_____ **CONTRACTOR:**_____

Subcontractor Name	Phone:	SUPPLIER	Used	DBE Certified
	( ) _____-_____	Yes No	Yes No	Yes No
	( ) _____-_____	Yes No	Yes No	Yes No
	( ) _____-_____	Yes No	Yes No	Yes No
	( ) _____-_____	Yes No	Yes No	Yes No
	( ) _____-_____	Yes No	Yes No	Yes No
	( ) _____-_____	Yes No	Yes No	Yes No
	( ) _____-_____	Yes No	Yes No	Yes No

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. RETURN THIS DOCUMENT TO THE ADMINISTRATIVE SERVICES DIVISION, FAX TO (775) 888-7101. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

BID PROPOSAL

BP.27 ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
COUNTY OF _____)

I _____ (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and 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 (Owner) and to do and perform all work for the "**Safe Routes to School, Route 6 Path Improvements – Phase 2"**, contract number 1011-193, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: _____

TITLE: _____

FIRM: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

E-mail Address: _____

_____
(Signature of Bidder)

DATED: _____

Signed and sworn (or affirmed) before me on this _____day of _____, 2011, by _____.

_____
(Signature of Notary)

(Notary Stamp)

END OF BID PROPOSAL

CONTRACT AWARD

Contract Award

CA.1 METHOD OF AWARD

The Bid, if awarded, will be awarded to the lowest responsive and responsible Bidder based on the Total Base Bid amount, plus or minus any or all Additive or Deductive Alternates, in any combination that is most advantageous to the City. Bidder must bid all items to be responsive and considered for award.

CA.2 TIME OF AWARD

The award, if made, will be within sixty (60) calendar days after the opening of Bids. The City reserves the right to accept or reject any or all Bids received.

CA.3 BONDS

A. Bonds Required

The Contractor agrees that any bonding or guarantee required by this bid shall not be considered as the exclusive remedy of the City for any default in any respect by the Contractor, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

A Performance Bond and a Payment Bond, pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025, in the amount of one hundred percent (100%) of the Contract Amount shall be required of the Contractor prior to execution of the Contract and not later than ten (10) calendar days after receipt of the Notice of Award. Said bonds shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this Project by the City (Carson City Board of Supervisors or Carson City Regional Transportation Commission). Each of the bonds required must be executed by one or more surety companies authorized to do business in the State of Nevada. Note that individual surety bonds are not acceptable to the City.

B. Bond Forms

The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by the City, as shown in the following Construction Contract forms.

The Bidder shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney.

Any Labor and Material Payment Bond or Performance Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.

The referenced Bonds must be issued by a certified surety listed in the Department of the Treasury, Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

CA.4 INSURANCE REQUIREMENTS

A. General

Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified and pay all taxes and fees incidental hereto. City shall have no liability except as specified in this Contract.

Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to Carson City Purchasing and Contracts, (2) City has approved the insurance policies provided by Contractor, and (3) City has issued the Notice to Proceed.

Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor.

Prior approval of the insurance policies by City shall be a condition precedent to any payment of consideration under this Contract and City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of City to timely approve shall not constitute a waiver of the condition.

The insurance requirements specified herein do not relieve Contractor of his/her responsibility or limit the amount of his/her liability to the City or other person, and Contractor is encouraged to purchase such additional insurance as he/she deems necessary.

Contractor is responsible for and must 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**.** Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

City reserves the right to occupy existing facilities under construction or to use or occupy parts of the Work. Insurance policies shall not restrict or limit such use.

Certificate Holder: Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, Nevada 89701 as a certificate holder.

B. Insurance Coverage

Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the City of the completion of this Contract; or

2. Such time as the insurance is no longer required by the City under the terms of this Contract

3. Any insurance or self-insured available to the City shall be in excess of and non-contributing with any insurance required from the Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

C. General Requirements

Certificate Holder: Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, Nevada 89701, as a certificate holder.

Additionally Insured: By Endorsement to the general liability insurance policy evidence by Contractor, the City and County of Carson City, Nevada, its officers, employees and immune Contractors shall be named as additionally insured's for all liability arising from this contract.

Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additionally insured's.

Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured's clause.

Deductibles and Self-Insured Retentions: Insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the City**.**

Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that: without thirty (30) calendar days prior written notice to Carson City

Purchasing and Contracts, the policy shall not be cancelled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, Nevada 89701.

Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance: Prior to commencement of work, the Contractor must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, Nevada 89701.

Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of Contractor.

Additional Insured Endorsement: An additional Insured Endorsement (CG20 10 or CG 20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured.

Schedule of Underlying Insurance Policies: If Umbrellas or Excess policy is evidenced to comply with the minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by the Contractor shall relieve Contractor or Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. Carson City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

D. Commercial General Liability Insurance

Minimum Limits required:

Two Million Dollars ($2,000,000.00) – General Aggregate

Two Million Dollars ($2,000,000.00) – Products and Completed Operations Aggregate

One Million Dollars ($1,000,000.00) – Each Occurrence

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 from CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent Contractors, completed operations, person injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability or another assumed in a business contact).

E. Business Automobile Liability

Minimum Limit required:

On Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage

Coverage shall be for "any auto" including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

F. Worker's Compensation and Employer's Liability Insurance

CONTRACTOR shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of $500,000.00 each employee per accident for bodily injury by accident or disease.

G. Explosion, Collapse, and Underground Hazards

CONTRACTOR shall provide insurance coverage for explosion, collapse, and underground hazards with limits of no less than One Million Dollars ($1,000,000.00) combined single limit "per accident" for bodily injury and property damage.

CA.5 PENALTY FOR COLLUSION

If at any time, it is found that the Contractor has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby, and the City may advertise for new bids for said Work. The Contractor further certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not; violate any existing Federal, State or Municipal laws or regulations concerning discrimination and/or price fixing.

CA.6 SUCCESSORS AND ASSIGNS

The performance of the Contract may not be assigned. Consent will not be given to any proposed assignment which would relieve the surety of the original Contractor of their responsibilities under the Contract, nor will the City consent to any assignment of a part of the Work under the Contract.

CA.7 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, the Design Consultant, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CA.8 COPELAND ANTI-KICKBACK LAW

The Contractor shall comply with the Copeland Anti-Kickback Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

CA.9 NOTICE TO PROCEED

Within ten (10) calendar days of receipt of all required post-bid information, including bonds, insurances, and executed Contract, the City will issue the Notice to Proceed.

CA.10 TIME: COMPLETION OF PROJECT

A. Time

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the City, shall commence the Work to be performed under the Contract on the date set by the City in the written Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work within the number of calendar days stated in the Special Conditions after the date of the Notice to Proceed. Further, separable portions of the Work may be subject to milestone or specific dates as established in the Special Conditions.

The time specified above represents no overtime requirement. Any scheduling of overtime for this Project is solely that of the Contractor, unless specifically directed in writing by the City. The City will not be responsible for any costs related to overtime work performed unless it is specifically directed in writing by the City.

B. Liquidated Damages

In case of failure on the part of the Contractor to complete the Work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the City, or the Contractor fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the Contractor shall pay to the City, as liquidated damages, the sum specified in the Special Conditions for each calendar day for delay until such reasonable time as may be required for final completion of the Work, together with any increased costs incurred by the City in completing the Work.

Time stated for completion shall include the final cleanup and demobilization.

The signing of the Bid Proposal by the Bidder shall be prima facie evidence that the Contractor agrees that the amount of liquidated damages is fair and reasonable.

CA. 11 LIQUIDATED DAMAGES FOR LATE SUBMITTALS AND LAPSE OF INSURANCE

The Contractor shall provide all submittals required by this Contract within fifteen (15) calendar days of the Notice to Proceed. If the Contractor does not provide the submittals on or before the fifteenth (15th) calendar day, he/she will pay to the City the amount of Two Hundred Fifty Dollars ($250) per day as liquidated damages. If the Contractor does not keep the bonds or insurance policies in effect or allows them to lapse, the Contractor will pay to the City the amount of Two Hundred Fifty Dollars ($250) per day as liquidated damages, and will be in breach of Contract.

END OF CONTRACT AWARD

SAMPLE CONTRACT

THIS **CONTRACT** made and entered into this 8th day of June, 2011, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**OWNER"**, and ????hereinafter referred to as **"CONTRACTOR".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized pursuant to Nevada Revised Statutes 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1011-193, titled "Safe Routes to School, Route 6 Path Improvements – Phase 2"** are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

REQUIRED APPROVAL

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

CONTRACT TERM AND LIQUIDATED DAMAGES

CONTRACTOR agrees to complete the Work on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of the **OWNER** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.18.

Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications; the **CONTRACTOR** will complete the work within the Contract time. Since **OWNER** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **OWNER** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the work, in addition to any direct charges incurred by the **OWNER** as a result of delay of the Project, including engineering fees and additional damages due to late construction. The **OWNER** also reserves the right to deduct any amounts due the **OWNER** from any moneys earned by the **CONTRACTOR** under this Contract.

That in the performance of this Contract, an employer shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ times the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days with a work week. Employers should refer to NRS 608.018 for further details on overtime requirements.

NOTICE

Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

SAMPLE CONTRACT

Notice to CONTRACTOR shall be addressed to:

Notice to CITY shall be addressed to:

Carson City Purchasing & Contracts
Kim Belt, CPM
Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "amount in word" (amount in figures).

OWNER will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on the **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

Contract Amount represents full and adequate compensation for the complete Work, and includes the furnishing of all materials; all labor, equipment, tools, transportation, services, appliances; and all expenses, direct or indirect connected with the proper execution of the work.

OWNER does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

CONTRACT TERMINATION

Termination Without Cause:
Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision shall CONTRACTOR be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONTRACTOR shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against CONTRACTOR for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

Termination for Nonappropriation:
The continuation of this Contract beyond June 30, 2011 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. CITY may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

Cause Termination for Default or Breach:

A default or breach may be declared with or without termination.

This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

If CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

If CONTRACTOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

If CITY materially breaches any material duty under this Contract and any such breach impairs CONTRACTOR'S ability to perform; or

If it is found by CITY that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

If it is found by CITY that CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.

CITY may terminate this Contract if CONTRACTOR:

Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract;

Persistently or repeatedly refuses or fails to supply properly skilled workers or proper materials;

Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the subcontractors;

Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;
Otherwise makes a material breach of a provision of this Contract; or

CONTRACTOR fails to maintain safe working conditions.

When any of the above reasons exist, CITY may provide, without prejudice to any other rights or remedies of CITY and after giving CONTRACTOR and CONTRACTOR'S Surety, seven (7) calendar days written notice, terminate employment of CONTRACTOR and may, subject to any prior rights of the surety:

Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR;

Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and,

Finish the Work by whatever reasonable method CITY may deem expedient.

If CITY terminates this Contract for one of the reasons stated in Subsection 6.3.3, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to CONTRACTOR. If the costs of finishing the Work exceed the unpaid balance, CONTRACTOR shall pay the difference to CITY. The amount to be paid to CONTRACTOR or CITY, as the case may be, shall survive termination of this Contract.

In the event of such termination, all monies due CONTRACTOR or retained under the terms of this Contract shall be held by CITY; however, such holdings will not release CONTRACTOR or its sureties from liability for failure to fulfill this

Contract. Any excess cost over and above the Contract Amount incurred by CITY arising from the termination of the operations of this Contract and the completion of the Work by CITY as provided above shall be paid for by any available funds held by CITY. CONTRACTOR will be so credited with any surplus remaining after all just claims for such completion have been paid.

If at any time before completion of the Work under this Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, CITY may give notice to CONTRACTOR to discontinue the Work and terminate this Contract. CONTRACTOR shall discontinue the Work in such manner, sequence, and at such times as CITY may direct. CONTRACTOR shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by CITY to be done.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 3 Notice, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

Winding Up Affairs Upon Termination:
In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
CONTRACTOR shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by CITY;

CONTRACTOR shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by CITY;

CONTRACTOR shall preserve, protect, and promptly deliver into CITY possession all proprietary information in accordance with Section 25 City Ownership of Proprietary Information.

SCOPE OF WORK

The parties agree that the scope of work will be specifically described and hereinafter referred to as the **WORK**. This Contract incorporates the following attachments, a **CONTRACTOR'S** attachment shall not contradict or supersede any **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

CONTRACTOR agrees that the Contract Documents for Bid No. 0809-???? include, but are not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

CONTRACTOR additionally agrees **CONTRACTOR'S** Bid Bond, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, referred to as Exhibit B, are incorporated herein and made a part whereof.

FAIR EMPLOYMENT PRACTICES

Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTORS** and Public Bodies;

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 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.

In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation 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.

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

PREFERENTIAL EMPLOYMENT

Pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

LIMITED LIABILITY

OWNER will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **OWNER** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR,** for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

FORCE MAJEURE

NEITHER party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

INDEMNIFICATION

To the extent permitted by law, including but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnifying party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and

2) a detailed explanation of the basis upon which the indemnified party believed that the claim or cause of action asserted against the indemnified party implicated the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

INDEPENDENT CONTRACTOR

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/hers or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

CONTRACTOR shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

COMPLIANCE WITH LEGAL OBLIGATIONS

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and services for the public work to comply with the requirements of all applicable state and local laws, including without limitation, any

applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and license required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and NRS 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **OWNER** may set-off against consideration due any delinquent government obligations.

WAIVER OF BREACH

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision does not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

ASSIGNMENT/DELEGATION

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **OWNER**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **OWNER.**

CITY OWNERSHIP OF PROPRIETARY INFORMATION

Any files, reports, histories, studies, test, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

OWNER shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

CONTRACTOR'S drawings, specifications and other documents shall not be used by **OWNER** or others without expressed permission of **CONTRACTOR.**

PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWER** will have duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332,061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

SAMPLE CONTRACT

CONFIDENTIALITY

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

FEDERAL FUNDING

In the event federal funds are used for payment of all or part of this Contract:

CONTRACTOR certified, by signing this Contract, that neither it not its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification if made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101.36.999, inclusive, and any relevant program-specific regulations.

CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

LOBBYING

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Any federal, state, county or local agency, legislature, commission, counsel or board;

Any federal, state, county or local legislator, commission member, counsel member, board member, or any other elected official; or

Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.

PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the ???? Carson City Board of Supervisors/Carson City Regional Transportation Commission and only for the period of time specified in this Contact. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR.**

GOVERNING LAW: JURISDICTION

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would require the application of the law any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

ENTIRE CONTRACT AND MODIFICATION

SAMPLE CONTRACT

This Contract and its integrated attachment(s) constitute the entire contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors or the Regional Transportation Commission.

SAMPLE CONTRACT

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY
Finance Director
Attn: Kim Belt, CPM
Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
Kbelt@carson.org

By:_____
Kim Belt, CPM

Dated _____

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Deputy District Attorney

Dated _____

CITY'S ORIGINATING DEPARTMENT
BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 Ext. 7367
Fax: 775-887-2164
ABurnham@carson.org

By: _____

Dated _____

SAMPLE CONTRACT

"name of signer" deposes and says: That he/she is Contractor or authorized agent of Contractor; the he/she has read the foregoing Contractor; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY:
TITLE:
FIRM:
CARSON CITY BUSINESS LICENSE #:
NEVADA CONTRACTOR'S LICENSE #:
Address:
City: State: Zip Code:
Telephone: /Fax:
E-mail Address:

_____
(Signature of Contractor)

DATED _____

STATE OF_____)
)ss
County of _____)

Signed and sworn (or affirmed before me on this _____day of _____,2011, by "name of Contractor".

_____
(Signature of Notary)

(Notary Stamp)

SAMPLE CONTRACT

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 8, 2011 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1011-193**and titled **"Safe Routes to School, Route 6 Path Improvements – Phase 2"**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set her hand to this document and record her signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

_____

SHELLY ALDEAN, CHAIRPERSON

DATED this 8th day of , 2011.

ATTEST:

_____

ALAN GLOVER, CLERK-RECORDER

DATED this 8th day of , 2011.

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we_____
_____as Principal, hereinafter called Contractor, and
_____
a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of $_____Dollars(state sum in Words)_____
_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2011, entered into a contract with the City for **BID # 1011-193** and titled "**Safe Routes to School, Route 6 Path Improvements – Phase 2**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the City and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

PERFORMANCE BOND

Continued for **BID # 1011-193** and titled "**Safe Routes to School, Route 6 Path Improvements – Phase 2**"

BY:	**(Signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip	
Phone:	
Printed Name of Principal	
Attest By	**(Signature of Notary)**
Subscribed and Sworn before me this day of	**,2011**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	**Nevada Resident Agent Information (complete for out of state bonding companies)**
Name of Surety	**Name of Local Agent**
Address	**Address**
City	**City**
State/Zip Code	**State/Zip Code**
Name	**Agent's Name**
Title	**Agent's Title**
Telephone	**Agent's Telephone**
Surety's Acknowledgment:	**Nevada Resident Agent's Acknowledgment:**
By:	**By:**

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____as Principal, hereinafter called Contractor, and
_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the $_____Dollars (state sum in words)_____
_____f
or the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2011 entered into a contract with the City for **BID #1011-193** and titled "**Safe Routes to School, Route 6 Path Improvements – Phase 2**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

   a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

   b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

   c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1011-193** and titled "**Safe Routes to School, Route 6 Path Improvements – Phase 2**"

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	**(signature of Principal)**
TITLE:	
FIRM:	
Address:	**L.S.**
City, State, Zip	
Phone:	
Printed Name of Principal:	
Attest by:	**(signature of notary)**
Subscribed and Sworn before me this day of	**, 2011**

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	**Nevada Resident Agent Information (complete for out of state bonding companies)**
Name of Surety	**Name of Local Agent**
Address	**Address**
City	**City**
State/Zip Code	**State/Zip Code**
Name	**Agent's Name**
Title	**Agent's Title**
Telephone	**Agent's Telephone**
Surety's Acknowledgment:	**Nevada Resident Agent's Acknowledgment:**
By:	**By:**

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

GENERAL CONDITIONS

SECTION 1.0 INTENT, DEFINITIONS, ABBREVIATIONS

GC 1.1 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Drawings and Specifications is to describe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Contract Drawings and Specifications are divided into groups for the convenience of the City Engineer, and Construction Manager. These divisions are not for apportioning Work or responsibility for Work among subcontractors, suppliers, and manufacturers. The Contractor shall provide the City with a complete and operable Work or improvement, even though the Contract Drawing and Specifications may not specifically call out all items or items of work required of the Contractor to complete his/her tasks, incidental appurtenances, materials and the like and without additional compensation.

Where the Contract Drawings or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used. The Contractor shall furnish tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and complete manner.

The Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Standard Specifications, Drawings and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, the Contractor shall immediately call the matter to the attention of the Engineer for furnishing of detail instructions. If specific lines, grades, and dimensions are not shown on the Drawings, those furnished by the Engineer shall govern.

Anything mentioned in these Specifications and not indicated on the Contract Drawing, or anything indicated on the Contract Drawing and not mentioned in these Specifications, shall be in the same force and effect as if indicated or mentioned in both.

In the event the materials and/or equipment are to be furnished by the City, as designated in the Special Conditions, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

GC 1.2 PARTIAL INVALIDITY

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

GC 1.3 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The Bidding and Contract Documents include various divisions, sections, and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

1. Permits from City Departments and other Agencies as may be required by law
2. Change Orders
3. Contract
4. Addenda
5. Special Conditions
6. Technical Specifications
7. General Conditions
8. Contract Drawing s
9. Standard Specifications for Public Works Construction (Orange Book specifications) sponsored and distributed by R.T.C. of Washoe County, Washoe County, City of Sparks, City of Reno, Carson City, and City of Yerington; 1996 Edition with Revision No. 1 dated 12-15-1998, Revision No. 2 dated 5-1-2000, Revision No. 3 dated 11-08-2001, Revision No. 4 dated 2-27-2004,and Revision No. 5 dated 2-14-2007.
10. Reference Specifications

With reference to Contract Drawing, the order of precedence is as follows:

1) Addenda/Change Order Drawings govern over any other Drawing
2) Figures govern over scaled dimensions
3) Contract Detail Drawings govern over Contract General Drawings

4) Contract Drawing govern over Standard Details

GC 1.4 HEADINGS

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

GC 1.5 DEFINITIONS

The words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import refer to actions, expressions, and prerogatives of the City, Design Consultant, or Construction Manager.

Each gender work includes the masculine, feminine and neuter genders. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, are used for the sake of brevity, and are intended to refer to persons of either sex and, if applicable, to the neuter gender.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Acceptance - The formal action by the Carson City Board of Supervisors or the Carson City Regional Transportation Commissions accepting the work as being complete. See Final Acceptance.

Act of God - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the Work, shall not be construed as an Act of God.

Addenda - Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings, and specifications by additions, deletions, clarifications, or corrections. All addenda become part of the Contract Documents.

Additive Alternative Bid - The amount stated in the Bid Schedule - Additive Schedule to be added to the amount of the Base Bid if the corresponding change in the Work, as described in the Bid Documents, is accepted by the City with the Award of the Project, subject to the availability of funds. Bidder must quote all items to be responsive and considered for Award.

Agreement - The written Contract covering the performance of the Work as more fully described in the Contract Documents.

As Shown, As Indicated, As Detailed - Where these words or words of similar import are used, it shall be understood that reference to the Drawings is made unless stated otherwise.

As Directed, As Permitted, As Approved - Where these words or words of similar import are used, it shall be understood that written direction, requirements, permission, approval or acceptance of the Construction Manager is intended unless otherwise stated.

Bid - The offer or proposal of the Bidder submitted on the prescribed forms setting forth the price for the Work to be performed.

Bidder - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

Bond(s) - Bid, Performance, or Payment Bonds and Guarantee and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

Calendar Day - Every day shown on the calendar.

Cardinal Change - A change required by the City which requires the Contractor to build a fundamentally different Project than originally planned.

GENERAL CONDITIONS

City - Consolidated City/County of Carson City, Nevada. Under this Contract, the City is usually identified by name.

Change Order - A written order to the Contractor authorizing an addition, deletion, or revision of the work within the general scope of the Contract, or an adjustment in the contract price or time. Also referred to as a Contract Change Order.

Construction Completion or Completion of Work - Construction completion is when all work is complete, including punch list items, final cleanup, demobilization and submittal of final documentation, in accordance with the contract documents.

Construction Conflicts - Conflicts which may occur whenever corrections, alterations, or modifications of the Work under this Contract are ordered and approved by the City and change the character of the Work, the amount of the Work or the period of time in which to complete said Work.

Construction Inspector - The person designated by the City to act as its representative at the construction site, or remote locations, to perform construction inspection services.

Construction Manager - The person designated in writing by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.

Construction Schedule - A graphic document that is computer generated which utilizes “critical path method” or “bar chart method” for scheduling projects. The construction schedule is supported by reports that can be generated to demonstrate relationships and logic.

Contract - The written agreement between Carson City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to the performance of the work, the furnishing of labor and materials, and the basis of payment.

Contract Completion Date - The date set forth in the Contract documents for the completion of all Contract work, including all punch list work, final cleanup and demobilization.

Contract Documents - The words "Contract Documents" shall mean any or all of, but not limited to, the following items, as applicable: Notice to Contractors, Instructions to Bidders, Bid Bond, Bid Proposal Summary, Contract Award Instructions, Contract, Performance Bond, Labor and Material Payment Bond, General Conditions, Prevailing Wage Rates, Permits, Special Conditions, Standard Specifications, Technical Specifications, Drawings, Addenda, if any, Executed Change Orders, if any, Notice of Award, and Notice to Proceed

Each of these items is to be considered by reference as part of the Contract Documents. Also referred to as the Contract.

Contract Price - The total amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the Bid Proposal, with adjustments made in accordance with the Contract. Said total amount shall include all sales, use, and other consumer taxes related to the work. The base amount given in the Bid Proposal shall be either a lump sum Bid or the summation of the unit price Bids multiplied by the estimated quantities set forth in the Bid form. Also referred to as the Contract Amount.

Contract Time - Number of calendar days stated in the Contract Documents for the completion of the Work, including all authorized time adjustments.

Contractor - The person or persons, firms, partnership, corporation, joint venture, or combination thereof, who have entered into the Contract with the City. “Contractor” shall mean the principal Contractor as defined by NRS 624.020 or his/her authorized representative.

Contractor's Plant and Equipment - Equipment, material, supplies, tools and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

GENERAL CONDITIONS

Day(s) - See Calendar Day(s). A twenty-four hour time period beginning at 12 midnight of day one and terminating at 12 midnight of the same day.

Design Consultant - The engineer, architect or other licensed professional designated by the City to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them.

Drawings - Refers to the Contract Drawing, profiles, cross sections, elevations, details, and other working Drawings and supplementary Drawings, or reproductions thereof, signed by the Design Consultant and bearing the appropriate Professional seal, approved by the City, and are referred to in the Contract Documents. Drawings show the location, character, dimensions, and details of the Work to be performed. The term “plans” has the same meaning as the term Drawings.

Engineer- The City Engineer of Carson City, or other person or firm designated by the City Engineer as his/her duly authorized representative.

Extra Work - An item of work not provided for in the Contract as awarded but found essential by the Engineer to the satisfactory completion of the Contract within its intended scope.

Field Directive - Written documentation of the actions of the City or Construction Manager in directing the Contractor. Also referred to as a Work Directive.

Field Order - A written instruction given to the Contractor by the City or Construction Manager, authorizing Work that is a change to the scope of Work, to be carried out on a time and materials basis, or a negotiated lump sum. Also referred to as a Work Directive.

Final Acceptance - The formal acceptance by the City of the Work for an entire Contract, which has been completed in all respects (including submittal of the operation and maintenance manuals, equipment start-up and testing, warranty of title, and submittal of record drawings, lien and claims releases, and warranty), in accordance with the Contract Documents and any modifications thereof previously approved.

Final Completion - Final completion is when construction is complete, the City has accepted the work, and the Notice of Completion has been recorded in the Office of the County Recorder. This is based on acceptance by the Carson City Board of Supervisors or the Carson City Regional Transportation Commission of the completed work embraced by the Contract.

Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors".

General Conditions - Part of the Contract Documents representing the general clauses that establishes how the Contract is to be administered.

Holidays - Legal holidays observed by the City.

Inspector- The authorized representative of the Engineer assigned to observe the work or materials therefor.

Intermediate Completion- Intermediate Completion is the stage in the progress of the work when an element, section, or division of the Work is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the essential component(s) of the contractually defined element, section or division of the Work for its intended purpose.

Laboratory - The designated materials testing laboratory authorized by the City to test materials and Work involved in the Contract.

Liquidated Damages - Money to be paid to the City or to be deducted from any payments due to the Contractor for each day's delay in completing the whole, any specified portion of the Work beyond the time allowed in the Contract Documents, submitting award documentation, or technical submittals.

GENERAL CONDITIONS

Major Bid Item - Any bid item whose unit bid item price extension is 5 percent or more of the total Contract Price.

Notice of Award - A written notice by the City to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice of Completion - The City will cause to be recorded in the Office of the County Recorder, a notice of completion, which is based on acceptance by the Carson City Board of Supervisors or the Carson City Regional Transportation Commission of the completed work embraced in the Contract.

Notice to Proceed - A) The written notice by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. B) Material Only Notice to Proceed - Written notice by the City to the Contractor authorizing the Contractor to proceed with ordering materials, preparing shop Drawings, and acquiring permits only.

Owner – Carson City, which has contracted for the performance of the Work.

Owner's Representative - The person designated in writing by the City to act as its agent on specified matters relating to this Contract. The Owner's Representative may or may not be the Engineer, the Construction Manager, or the Design Consultant.

Plans - All drawings or reproductions thereof pertaining to details of the Work and which are made a part of the Contract Documents. The term “Plans” has the same meaning as “Drawings”. See Drawings

Project - The undertaking to be performed under the provisions of the Contract.

Provide - Shall be understood to mean furnish and install, complete in place.

Punch List - List of incomplete items of work and of items of work which are not in conformance with the Contract.

Reference Documents - Bulletins, Standards, Rules, Methods of Analysis or Test, Codes and Specifications of public or private agencies, Engineering Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Invitation for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition.

Right-of-Way - The area provided by the City for use in constructing the work covered by the Contract, including appurtenances thereto. The right-of-way so designated may be either temporary or permanent.

Schedule of Values - A list of all major items, or those requested by the City, including their respective quantities and unit prices for all Work and materials furnished by the Contractor in order to comply with the contract drawings and specifications, whether or not indicated in the approximate quantities or pertaining to the items of work listed therein.

Service Connection - All or any portion of a pipeline including sewer laterals, conduit, wire, cable or duct, including meters between a utility main distribution line and an individual customer or customers when served by a single connection.

Service Provider - A service provider is an organization, company, or business that provides a service for the Work, but does not perform the Work at the Project site.

Shall - Refers to actions by either the Contractor or the City and means the Contractor or City has entered into a covenant with the other party to do or perform the action.

Shop Drawings - All diagrams, drawings, illustrations, brochures, schedules, and all other data or submittals required by the Contract to be furnished by the Contractor illustrating fabrication, installation, dimensions, and other aspects of the Work.

Site - The property as described in the Special Conditions or as shown on the Drawings where the Project is to be constructed. See Work Area.

GENERAL CONDITIONS

Special Conditions - Part of the Contract Documents that establishes special requirements peculiar to the Work and supplementary to the General Conditions.

Specifications - That part of the Contract Documents consisting of the General Conditions, Special Conditions, applicable Standard Specifications, Technical Specifications, other named standard specifications.

Standard Plans - The Standard Details for Public Works Construction, (Orange Book Details) sponsored and distributed by RTC of Washoe County, Washoe County, City of Reno, City of Sparks, Carson City and City of Yerington.

Standard Specifications - The Standard Specifications for Public Works Construction, (Orange Book Specifications) sponsored and distributed by RTC of Washoe County, Washoe County, City of Reno, City of Sparks, Carson City and City of Yerington; 1996 Edition with Revision No. 1 dated 12-15-1998, Revision No. 2 dated 5-1-2000, Revision No. 3 dated 11-08-2001, Revision No. 4 dated 2-27-2004, and Revision No. 5 dated 2-14-2007.

Subcontractor - A subcontractor is a person or entity who has a direct Contract with the Contractor to perform Work at the Site. The term subcontractor means a subcontractor or subcontractor's authorized representative.

Submittals - The information which is specified for submission to the Construction Manager in accordance with the specifications.

Substantial Completion - Substantial Completion is the stage in the progress of the Work when all Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the essential components of the Project for its intended use.

Sub-subcontractor - A sub-subcontractor is a person or entity who has a Contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

Superintendent - the Contractor's authorized representative in responsible charge of the Work.

Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a subcontractor or a sub-subcontractor, also referred to as Vendor.

Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Technical Specifications- The specialized directions, provisions, and requirements of the Contract Documents for materials, equipment, construction systems, standards, and workmanship.

Title and Headings - The titles or headings of the section and subsections in the Contract Documents are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Total Base Bid - The base amount given in the Bid Schedule as either a lump sum bid, or the summation of the unit price bids multiplied by the estimated quantities as set forth in the bid form.

Utility- Public or private fixed improvement for the transportation of fluids, gases, power, signals, or communications and shall be understood to include tracks, overhead and underground wires, cables, pipelines, conduits, ducts, sewers or storm drains.

Work - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

Work Area - That area which is defined on the Contract Drawings as the City's Right-of-Way and/or temporary easement available to the Contractor for construction purposes. See Site.

Work Directive - A written directive to the Contractor issued after the effective date of the Contract and signed by the City's Construction Manager ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen conditions under which the Work is to be performed, or to emergencies. A Work Directive may not change the Contract Price or Contract Time, but is the basis and evidence that the parties expect that the change directed or documented by the Work Directive will be incorporated in a subsequently issued Change Order following negotiations of the parties as to its effect, if any, on the Contract Price or Contract Time.

Working Day - A calendar day on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for at least 5 hours of the day with at least seventy-five (75) percent of the normal working force engaged in performing the current critical item(s) of work on the latest favorably reviewed Construction Schedule, exclusive, however, of Saturdays, Sundays, City recognized holidays, and any day that is incumbent upon the Contractor, by means of a Master Labor Agreement, to observe as a holiday. However, if the Contractor elects to work on such days, those days will be considered as a working day.

GC 1.6 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviations Stand For

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Association of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CBR	California Bearing Ratio
COE	Department of the Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DFPA	Douglas Fir Plywood Association
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FHWA	Federal Highway Administration
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers

IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
MUTCD	Manual on Uniform Traffic Control Devices
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NDEP	Nevada Department of Environmental Protection
NDOT	Nevada Department of Transportation
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOSHA	Nevada Occupational Safety and Health Act
NRS	Nevada Revised Statutes
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
RTC	Regional Transportation Commission
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council
TCA	Tile Council of America
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
U/L or UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau

GENERAL CONDITIONS

SECTION 2.0 CONTRACT ADMINISTRATION AND RESPONSIBILITIES: OWNER'S REPRESENTATIVE, CONSTRUCTION MANAGER, DESIGN CONSULTANT AND CONTRACTOR

GC 2.1 ADMINISTRATION

The Owner's Representative, the Construction Manager, and the Design Consultant will provide administration of the Contract as hereinafter discussed. The duties, responsibilities and limitations of authority of the Design Consultant and the Construction Manager as the representatives of the City during construction, as set forth in the Contract Documents, will not be modified or extended without approval of the City.

In case of the termination of the employment of the Design Consultant or the Construction Manager, the City shall appoint a Design Consultant or a Construction Manager whose status under the Contract Documents shall be that of the former Design Consultant or Construction Manager, respectively.

GC 2.2 OWNER'S REPRESENTATIVE

2.2.1 GENERAL

The Owner's Representative has the authority to act on behalf of the City on change orders, progress payments, Contract decisions, acceptability of the Contractor's work, and early possession.

2.2.2 CHANGE ORDERS

The Owner's Representative has the authority to accept or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

2.2.3 PROGRESS PAYMENTS

The Owner's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

2.2.4 CONTRACT DECISIONS

Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may appeal to the Owner's Representative in accordance with the provisions of the Contract.

2.2.5 ACCEPTABILITY OF WORK

The Owner's Representative has the authority to make the final determination of the acceptability of the Work. The Owner's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of non-conforming work as provided.

GC 2.3 CONSTRUCTION MANAGER

2.3.1 GENERAL

The Construction Manager is a representative of the City employed to act as advisor and consultant to the City in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to the City or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the City only to the extent provided in the Contract Documents. The City has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

2.3.2 REPRESENTATIVE

The Construction Manager will generally be represented at the site by a resident Construction Manager, a resident engineer, or a resident inspector who will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The

Construction Manager shall not be responsible for the Contractor's construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

2.3.3 INSPECTION OF CONSTRUCTION

The Construction Manager shall have the authority to reject Work and materials which do not conform to the Contract Documents, and to require special inspection or testing.

The Construction Manager may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Contract Documents. The inspector is authorized to call to the attention of the Contractor any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

2.3.4 ACCEPTABILITY OF THE WORK

The Construction Manager shall make a recommendation to the City as to the acceptability of the Work.

2.3.5 CHANGE ORDERS

The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost or time extension to the City.

2.3.6 CONSTRUCTION SCHEDULE

The Construction Manager has the authority to review and recommend acceptance of the Progress Schedule submitted by the Contractor at the start of the Work and subsequent revisions for conformance to the specified sequence of work and logic.

2.3.7 PROGRESS PAYMENTS

The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

2.3.8 FINAL ACCEPTANCE

The Construction Manager, with the assistance of the Design Consultant, will conduct inspections to determine substantial completion and final construction completion of the Work, and will receive and forward to the City, for the City's acceptance, written warranties, and related documents required by the Contract and assembled by the Contractor. The Construction Manager will recommend acceptance of the work by the City.

GC 2.4 DESIGN CONSULTANT

2.4.1 GENERAL

The Design Consultant will have the authority to act on behalf of the City to the extent provided in the Contract Documents.

2.4.2 INTERPRETATIONS

The Design Consultant has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests of the Contractor to the Design Consultant, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the City, any Work done before receipt of such interpretations, if not in accordance with same, is subject to being removed and replaced or adjusted as directed by the Construction Manager without additional expense to the City.

2.4.3 ACCEPTABILITY OF THE WORK

The Design Consultant has the authority to make a recommendation as to the acceptability of the Work. The Design Consultant has the authority to recommend acceptance regarding the retention of defective work.

2.4.4 SITE OBSERVATIONS

The Design Consultant may visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Design Consultant will not be required to make extensive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.5 SUBMITTALS

The Design Consultant has the authority to review and take other appropriate action upon the Contractor's submittals of shop drawings, product data, and samples for conformance with the design concept of the Work and the Contract Documents.

GC 2.5 CITY

2.5.1 GENERAL

The City, acting through the Owner's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

2.5.2 ATTENTION TO WORK

The City shall notify the Contractor of the name of the individual designated as the Owner's Representative and the name of the individual designated by the Construction Manager to act as the Construction Manager's representative with the City's authority. The Construction Manager's designated representative will regularly be at the site of the Work.

2.5.3 INSPECTION

In addition to the Construction Manager, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for its decision.

Separate and independent from the inspection above, the Project may be inspected by Building Officials or other agency officials (i.e. Fire Officials, Nevada Department of Transportation) for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

If upon routine inspection by the City a problem is found that creates a safety hazard for either City employees or the general public and the General Contractor or subcontractor is not on site, the City employees will correct the safety hazard and the General Contractor will be charged for the City's labor, materials and equipment for making the correction plus a fixed penalty fee of $500 per occurrence.

2.5.4 CITY'S RIGHT TO CARRY OUT THE WORK

If the Contractor and/or his/her surety defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within seven (7) days after receipt of written notice from the City to commence correction of such default or neglect with diligence and promptness, the City may make good such deficiencies.

Whenever, in the opinion of the Construction Manager, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the Work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such negligence, and whenever in the opinion of the Construction Manager, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event the Construction Manager, with or without notice or prior legal process to the Contractor, may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Construction Manager may consider necessary and adequate.

In either case an appropriate Change Order shall be issued unilaterally deducting from the payments due the Contractor the cost of correcting such deficiencies and/or for performing such work, including compensation for the Design Consultant's, the Construction Manager's, and City's additional services made necessary by such default, neglect, failure or emergency.

The performance of such emergency work under the direction of the Construction Manager shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Construction Manager.

2.5.5 CITY'S RIGHT TO USE OR OCCUPY

The City reserves the right to use the sewer, water, reclaimed water, storm drains and roadway systems as well as the right to occupy and use any completed part or parts of the Work, providing these parts and facilities have been approved for use or occupancy by the City. The City anticipates to use the sewer, water, reclaimed water, storm drains and roadway systems throughout the construction contract, with no increase in the contract amount. Use of the systems will not change the contractual obligations of the Contractor regarding security, damage to the Work, insurance, the period for corrections to the Work, and the commencement of Warranties. The exercise of this right shall in no way constitute an acceptance of the total Work of this Contract, or any other part of the Work, nor shall it in any way prejudice the City's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work Contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work, the City shall not make any use which will materially increase the cost to the Contractor without increasing the Contract Amount, nor materially delay the completion of the Contract without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates to use or occupy during construction are generally noted in the Special Conditions. Failure to note a part or parts of the Work for use or occupancy shall not limit the City's right to use or occupy part or parts of the Work not noted.

2.5.6 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

The City reserves the right to perform the Work related to the Project with the City's own forces, and to award separate Contracts in connection with the Project or other Work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate contracts are awarded for different portions of the Project or other Work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate agreement. The City will provide for the coordination of the Work of the City's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith.

2.5.7 PROPERTY RIGHTS IN MATERIALS

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the Site of the Work, or stored subject to or under the control of the City. All such materials shall become the property of the City upon being so attached or affixed or upon payment for materials delivered to the Site of the Work or stored subject to or under the control of the City.

Soil, stone, gravel, and other materials found at the Site of the Work and which conform to the plans and specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

2.5.8 CITY OBSERVED HOLIDAYS

The following are the legal Holidays observed by the City. The Contractor shall not perform any Work on a City observed Holiday. When the holiday falls on a Saturday, it is observed the prior Friday; when the holiday falls on a Sunday it is observed on the following Monday:

New Years Day - January 1st
Martin Luther King Day - 3rd Monday of January
Presidents Day - 3rd Monday of February

Memorial Day - last Monday of May
Independence Day - July 4th
Labor Day - 1st Monday of September
Nevada day - last Friday of October
Veterans Day - November 11th
Thanksgiving Day - 4th Thursday of November
Family Day - 4th Friday of November
Christmas Day - December 25th

Any other legal holiday declared by the President of the United States, the Governor of Nevada, or the Carson City Board of Supervisors.

2.5.9 AUDIT OF RECORDS

The City, acting through its Internal Auditor or an outside appointed auditor, may audit or direct the audit of any and all records of the Contractor pertaining to this Contract. In case any portion of this Contract is funded through NDOT, FHWA, or other agencies, they, too, shall have the right to audit any and all records of the Contractor pertaining to this Contract. Contractor agrees by entering this Contract to provide access to any and all records of Contractor pertaining to this Contract for a period of three (3) years after Contract acceptance.

2.5.10 ATTORNEY'S FEES

In the event the Contractor files a complaint or writ naming the City as a party and the Contractor fails to obtain all the relief requested in the complaint or writ, the Contractor shall pay the City reasonable attorney fees and the costs for participating in the litigation. It is specifically agreed that reasonable attorney fees shall be $150.00 per hour for City-employed attorneys or the usual per hour fee charged by any other attorney retained by the City to participate in the litigation.

GC 2.6 CONTRACTOR

2.6.1 OFFICE

The Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of communication. Should the Contractor not maintain an office at the Project site, the Contractor shall notify the Construction Manager regarding the Contractor's legal address for its receipt of Project documents.

2.6.2 CONTRACTOR'S REPRESENTATIVE

At the pre-construction conference (see GC 3.9) the Contractor shall notify the City in writing of the name of the person and an alternate, if applicable, who will act as the Contractor's Representative(s) and shall have the authority to act in matters relating to this Contract. Such notification shall include the Representative's list of projects for which he/she held the position of Contractor's Representative for a three (3) year period. The list shall include the type of construction, the cost of construction, and the name of the owner(s) or agency(ies) including telephone numbers of contact persons. The Contractor's Representative shall have at least three (3) years of experience related to similar Work as described in the Contract Documents.

The Engineer and/or the City may reject the request for Contractor's Representative if, in the opinion of the Engineer and/or the City, the Contractor's Representative is not qualified to perform the Work. No additional payment or compensation will be considered for the rejection and subsequent hiring of Contractor's Representative. A replacement Contractor's Representative for a previously approved Contractor's Representative shall meet the same qualifications as listed above. Contractor shall submit the information requested above to demonstrate that the replacement Contractor's Representative meets the qualifications listed above.

The Contractor, acting through its Representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor's Representative shall be an employee of the Contractor. Upon written request of the Contractor, this requirement may be waived by the City.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be at the Project site who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for

the performance of the Work. If neither the Contractor's representative nor a designated alternate is at the Project site, the City acting through the Construction Manager shall have the authority to suspend the work until such a representative is at the Project site.

Before initial work is begun on the Contract, the Contractor shall file with the Construction Manager, and City, addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached for emergency call outs during all hours, including nights and weekends, when work is not in progress.

2.6.3 CONSTRUCTION PROCEDURES

The Contractor will supervise and direct the Work. The Contractor shall determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item of work, specifies in the Contract a means, method, technique, sequence, or procedure for construction of that item of Work.

2.6.4 CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety, adequacy, efficiency, and sufficiency of its employees.

If any person employed by the Contractor or its subcontractors, appear to the Construction Manager to be disorderly, disrespectful, rude, or intoxicated, such person shall be discharged from the site immediately by the Contractor.

2.6.5 SUBCONTRACTORS

Subcontractors will not have a direct relationship with the City. The persons engaged in the Work, including employees of subcontractors, suppliers and service providers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any Contractual relationship between any subcontractor and the City. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the City, the Construction Manager, or the Design Consultant shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall employ only subcontractors who are properly licensed in accordance with Nevada State Law. Changes to subcontractors listed in the Bid shall be made only with the approval of the City.

2.6.6 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

2.6.7 CITY-CONTRACTOR COORDINATION

A. Service of Notice

Notice, order, direction, request, or other communication given by the Construction Manager or City to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative, or to the Contractor's address provided in the Bid Proposal.

B. Suggestions to Contractor

Plans or methods of work suggested by the City, the Construction Manager, or the Design Consultant to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City, Construction Manager, or the Design Consultant assume no responsibility therefore, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such suggested plan or method of work.

C. Cooperation

The Contractor shall conduct its operations so as to interfere as little as possible with those of other contractors or subcontractors on or near the Work. It is expressly understood that the City has the right and may award other contracts in connection with the Work so long as it does not unreasonably interfere with the Work under this Contract.

The Contractor shall afford the City, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with the others as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the Work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, the City shall arrange meetings with other contractors performing work on behalf of the City to plan coordination of construction activities. The City shall keep the Contractor informed of the planned activities of other contractors.

Where one contractor’s operations are within the limits or adjoin the operations of another contractor, each shall be responsible to the other for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or of any other cause.

Differences and conflicts arising between the Contractor and other contractors employed by the City or between the Contractor and the workers of the City with regard to their work shall be submitted to the Construction Manager for his/her decision in the matter. If such separate contractor files a claim against the City on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, at the City's election, defend such claims at the Contractor's expense. If any judgment or award against the City arises from any such claim whether defended by City or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the City for all fees, including attorneys' fees, and costs which the City has incurred or for which it is liable.

2.6.8 PERMITS

Unless specifically stated in the Special Conditions to be provided by the City, the Contractor shall apply for, obtain, and comply with all terms, conditions and requirements attached to all permits, licenses, and agreements required by federal, state, or local agencies to perform work, construct, erect, test and start up any equipment or facility for this Contract. The City will provide, at no cost to the Contractor, the City "Building Permit" and/or the City "Engineering Permit". Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate file folder when the City accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the Work.

The Contractor shall apply for and obtain in its name all necessary permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. Code inspections will be coordinated with the Construction Manager. The Contractor shall comply with all conditions stipulated in the permits. The Contractor shall include in its Bid the fees for any permits and inspections that are required.

The Contractor shall also apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or false work) and demolition required by OSHA. Any permits, licenses, agreements, and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by the City shall be included in the Contractor's Bid price. The cost of inspections associated with complying with permits, licenses, and agreements are to be included in the bid price. No time extensions shall be granted for time lost due to violations of permits.

The Contractor shall submit copies of all required Permits to the Construction Manager prior to proceeding with the Work covered by the respective Permits. If copies of all required Permits are not submitted to the Construction Manager prior to proceeding with the Work covered by the respective Permits, the Construction Manager may suspend the Work on the entire project, without any additional time or compensation to the Contractor, until the copies of the Permits are received.

2.6.9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until final acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein, the Contractor shall bear the risk of injury, loss, or damage to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause, before its completion and acceptance, and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and proximately caused by acts of the City. Where necessary to protect the work or materials from damage, the Contractor shall, at his/her expense, provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of work or the granting of an extension of time from any cause whatever shall not relieve the Contractor of his/her responsibility for the work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instruction or authorization, is authorized to act at his/her discretion to prevent such threatened loss or injury.

2.6.10 SURVEYS, LINES AND GRADES

The Contractor shall be responsible for all construction surveying and the setting of all construction control stakes. All construction surveying must be performed by the designated Project Surveyor who shall be a Nevada Licensed Professional Land Surveyor, or the Surveyor's subordinates. Contractor shall provide the name, license number and contact information of the Project Surveyor to the Construction Manager prior to the start of Work.

The Contractor shall be responsible for directing the Project Surveyor to establish all the survey control staking to accomplish the Work within the tolerances established in the Technical Specifications and per the requirements of the Nevada Administrative Code, for Construction Surveys, Sections 625.760 through 625.780.

2.6.11 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of existing and pending county, state, and national laws and regulations and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same. The Contractor shall protect and indemnify the City and its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations or orders, whether by the Contractor or its employees. If any discrepancy or inconsistency is discovered in the drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

The Contractor shall comply with all Federal, State and local laws relative to conducting business in Carson City including, but not limited to, licensing, labor and health laws, and applicable NRS. The laws of the State of Nevada will govern as to the interpretation, validity and effect of the Bid, its award, and the Contract.

A. Certified Payrolls - If Prevailing Wage Rates are Required

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Project.

The payroll records shall be certified and shall be submitted weekly to the Construction Manager. Submission of the certified payrolls shall be a condition precedent for processing the monthly progress payment. The General Contractor shall collect the wage reports from the Sub-Contractors

and ensure the receipt of a certified copy of each weekly payroll for submission to the City as one complete package.

Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City, 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/her, or is not reported to the City as required by NRS 338.070.

2.6.12 SAFETY

A. Contractor's Safety Responsibility

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA) Standards, the Nevada Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make the City, the Construction Manager or any party other than the Contractor responsible for safety. The Construction Manager shall not have authority for safety on the Project. The Contractor shall indemnify, defend (not excluding the City's right to participate) and hold harmless the City, Construction Manager, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately to the Construction Manager, the City and OSHA. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

B. Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program. Before beginning the Work, the Contractor shall prepare and submit to the Construction Manager a Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety precautions and procedures of each of its subcontractors. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of any other prime Contractors and subcontractors performing work at the site.

C. Safety Supervisor

The Contractor shall appoint an employee as Safety Supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's Safety Supervisor.

D. Excavation Safety

The Contractor shall submit, in advance of excavation five feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation, and protection to adjacent structures during

such excavation. Design calculations and plans must be sealed by a Civil or Structural Engineer registered in the State of Nevada.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "Competent Person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

E. Emergencies

In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt notice if the Contractor believes that any changes in the Work or variations from the Contract Documents have been caused thereby. The Contractor shall not resume construction during an emergency, or after an emergency until directed to by the Construction Manager.

F. Safety Violations

The City shall have the authority to require the removal from the Project of any employee in responsible charge of the Work where safety violations occur.

2.6.13 FIRE PREVENTION AND CONTROL

Before setting any fires whatsoever, the Contractor shall notify the responsible Federal, State, or local agency having jurisdiction for the area concerned. The Contractor shall abide by such rules and instructions as to fire prevention and control and as to the place for burning as the Federal, State, or local agency having jurisdiction may prescribe. The Contractor shall take all necessary steps to prevent his/her employees from setting fires not required in the prosecution of the work. The Contractor shall be responsible for preventing the escape of fires set in connection with the work and shall under the direction of the appropriate agency, or, in the absence of an officer from any such agency, acting independently, extinguish all fires which may escape the work, whether or not set directly or indirectly as a result of his/her operations.

The Contractor shall be fully responsible for any damage caused to public and/or private property as a result of his/her burning operations, and shall leave no fires unattended at any time during these operations. He/She shall have available at the site at all times when burning is in progress, adequate equipment to extinguish the fires set by him/her, and to control the spread of fire outside of the burning areas. Burning during high wind conditions shall be expressly prohibited in order to prevent fire hazard, regardless of the prevailing season.

2.6.14 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is the duty of the Contractor to promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified method and fails to promptly notify the Construction Manager in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the City, or in any subsequent arbitration or settlement conference between the City and the Contractor.

The Construction Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after he/she comes to the belief that a defect or insufficiency exists in materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his/her own risk and he/she shall bear all costs arising therefrom.

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the specifications and the plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the plans or in any survey, he/she shall promptly notify the Construction Manager of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he/she shall promptly notify the Construction Manager in writing of such conflict. The Construction Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after his/her discovery of such error, discrepancy, or conflict will be at his/her own risk and he/she shall bear all costs arising therefrom.

2.6.15 INDEMNIFICATION

The Contractor hereby agrees to indemnify, hold harmless, and defend, not excluding the City's right to participate, the Construction Manager, the City and its elected officials, officers, employees, agents, volunteers, other retained consultants and representatives, from and against any and all liability, claims, actions, damages, legal or administrative proceedings, losses and expenses, including without limitations, reasonable attorney's fees and costs (including attorney's fees in establishing indemnification of whatsoever nature), litigation costs, penalties, fines, judgments, or decrees by reason of any death, injury or disability to or of any person and/or damages to any property or business, including loss of use, arising out of any alleged negligent or willful acts, errors or omissions of the Contractor, Contractor's employees, agents, or subcontractors arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of the Work under this Contract.

The Contractor guarantees the payment of all claims for materials, supplies and labor, and all other claims against it or any subcontractor, made in connection with this Agreement.

2.6.16 INSPECTIONS

The right of inspection and acceptance or rejection of contracted work by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such inspections.

2.6.17 CONTRACTOR IS AN INDEPENDENT CONTRACTOR

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and Nevada State revenue and taxation laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business and that it will utilize industry standard of care necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

2.6.18 VALUE ENGINEERING PROPOSALS

Value Engineering Proposals (VEP) may be submitted by the Contractor in writing for modifying the plans, specifications or other requirements of the Contract for the purpose of reducing the total cost of construction without reducing design capacity or quality of the finished product. If accepted, net savings resulting from a VEP will be shared by the City and the Contractor on a 50%-50% basis.

The requirements herein apply to all VEP's initiated and developed by the Contractor and which are identified as such at the time of submission. Nothing herein shall be construed as requiring consideration or approval of a VEP submitted hereunder.

Each VEP shall result in a net savings over the Contract costs without impairing essential functions and characteristics of the item(s) or of any other part of the project, including but not limited to environmental considerations, service life, reliability, economy of operation, ease of maintenance, desired aesthetics and safety.

Submit the following information with each VEP:

1 A statement that the proposal is submitted as a VEP;

2 A statement concerning the basis for the VEP and benefits to the City together with an itemization of the Contract requirements affected by the VEP;

3 A detailed estimate of the cost under the existing Contract and under the VEP;

4 Proposed specifications and recommendations as to how such VEP changes are to be accomplished; and

5 A statement as to the time by which a Contract Change Order adopting the VEP must be issued so as to obtain the maximum cost effectiveness.

The VEP will be processed in the same manner as prescribed for any other proposal which would necessitate issuance of a Contract Change Order. The City may accept in whole or in part any VEP by issuing a Contract Change Order which will identify the VEP on which it is based. The City will not be liable for failure to accept or act upon any VEP submitted pursuant to these requirements nor for any delays to the work attributable to any such proposal. Until a proposal is effected by Contract Change Order, Contractor remains obligated to perform under the terms and conditions of the Contract. If an executed Contract Change Order has not been issued by the date upon which the proposal specifies that a decision thereon should be made, or such date as the Contractor may have subsequently specified in writing, such proposal shall be deemed rejected.

The Contract Change Order effecting the necessary Contract modification will establish the net savings agreed upon, will provide for adjustment in the Contract prices and will indicate the new savings to be equally divided between the City and the Contractor. Contractor shall absorb all costs incurred in preparing a VEP for submission. All reasonably incurred costs of reviewing and administering the VEP will be borne by the City. The City reserves the right to include in the agreement any conditions it deems appropriate for consideration, approval, and implementation of the proposal. The Contractor's 50% share of the net savings shall constitute full compensation to him/her for effecting all changes pursuant to the agreement.

Acceptance of the VEP and performance of the work thereunder will not change the Contract time limit as a result of the VEP, unless specifically provided for in the Contract Change Order authorizing the VEP.

Proposed changes in the basic design of a bridge or pavement type, traffic control plan, or changes which require different right-of-way limits, will not normally be considered as an acceptable VEP.

The Construction Manager shall be the sole judge of the acceptability of a VEP.

Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or part of any accepted VEP without obligation or compensation of any kind to the Contractor.

In the event a VEP is accepted by the City, the provisions of General Conditions Section 6.4.4, Unit Price Adjustments Due to Increased or Decreased Quantities, which pertain to adjustment of Contract unit prices due to alterations of Contract quantities, will not apply to items adjusted or deleted as a result of effecting the VEP by Contract Change Order.

GENERAL CONDITIONS

SECTION 3.0 PROGRESS OF WORK, MEETINGS, SCHEDULES

GC 3.1 BEGINNING OF WORK

The Contractor shall begin work within ten (10) calendar days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the Contract Time.

GC 3.2 PERFORMANCE OF THE WORK

Unless otherwise specified in the Special Conditions, the Contractor shall furnish all materials, labor, permits, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the time specified.

GC 3.3 PLANS AND SPECIFICATIONS FURNISHED BY THE CITY

The City will furnish to the Contractor, free of charge, up to five (5) copies of the contract drawing and specifications. Additional sets shall be provided by the City at cost of the City's standard billing rate for labor of reproduction and the cost of reproduction itself. The five (5) sets of plans and specifications shall be available to the Contractor at the time he/she takes out the Carson City permit at the City's One Stop Permit Center located at the Building Department, 2621 Northgate Lane, Suite 6.

The location of the Work, its general nature and extent, and the form and detail of the various features are shown on the Contract Drawings accompanying and made a part of these Contract Documents.

GC 3.4 ORDER OF WORK

When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

GC 3.5 TIME OF COMPLETION

Time shall be of the essence of the Contract. The Contractor shall diligently prosecute the Work so that the various portions of the Project shall be complete and ready for use within the time specified. It is expressly understood and agreed by and between the Contractor and the City that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the City to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in GC 3.15, EXTENSION OF TIME.

Failure of the City to insist upon performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete the performance within the designated periods unless the City has given a waiver in writing.

The City's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents. Failure of the Contractor to complete the performance promptly within any additional time authorized or in any waiver or extension of time shall constitute a material breach of this Contract entitling the City to terminate.

GC 3.6 MEANS AND METHODS

It is expressly stipulated that the drawings, specifications, and other contract documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances where the nature of the completed Work is dependent upon the method of performance.

Neither the City, Design Consultant, nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the City or its authorized representatives shall not make the Contractor an agent of the City, and the liability of the Contractor for

all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by the City, Design Consultant, or Construction Manager, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the City, Design Consultant, Construction Manager, or their agents shall operate as a waiver of any provision of the Contract.

GC 3.7 CITY-FURNISHED MATERIALS

Only materials and equipment specifically indicated in the Contract Documents shall be furnished by the City and such materials and equipment will be made available as designated in the Special Conditions. The Contractor shall be prepared to load or unload and to properly protect all such material and equipment from damage or loss. The cost of loading, unloading, hauling, handling, demurrage and storage, and placing City-furnished materials into the Work shall be considered as included in the price bid for the Contract item involving such City-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such material or equipment at the time of receiving such materials. Any City-furnished material or equipment lost or damaged from any cause after the Contractor has taken control of said material or equipment, shall be replaced by the Contractor at his/her expense.

GC 3.8 DEFECTIVE AND UNAUTHORIZED WORK

Any materials or workmanship which does not conform to the requirements of the Contract Documents shall be considered defective and shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no additional compensation will be allowed to the Contractor for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the Site.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the Construction Manager, or any changes in, additions to, or deductions from the work done without written authority, will be considered as unauthorized and will not be paid. Work so done may be ordered remedied, removed, or replaced at the Contractor’s expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor’s expense and to deduct the costs from any monies due or to become due the Contractor.

These provisions shall have full effect regardless of the fact that the defective work may have been done or the defective materials used with the full knowledge of the Engineer or his/her representative. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Nothing stated herein shall be deemed to shorten the term of any statute of limitations applicable to claims which the City may have against the Contractor.

GC 3.9 PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a Pre-Construction Conference at the Project site or other established location at the time of Notice to Proceed and/or execution of the Contract and prior to commencement of construction activities.

3.9.1 ATTENDEES

The City, Design Consultant, Construction Manager, Contractor and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

3.9.2 AGENDA

The Construction Manager will prepare an agenda for discussion of significant items relative to Contract requirements, procedures, coordination and construction. Minutes shall be kept by the Construction Manager and distributed to all attendees.

GC 3.10 PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the Project site or other established location at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings shall be determined at the Pre-Construction Conference. Meeting minutes will be taken and distributed by the Construction Manager.

3.10.1 ATTENDEES

The City, Design Consultant, Construction Manager, Contractor, and its superintendent may each be represented at these meetings. Attendance by subcontractors, suppliers, utilities and other entities is subject to issues and/or items of the agenda which may require attendance.

3.10.2 AGENDA

Agenda may include, but not necessarily be limited to: review, correct or approve minutes of the previous progress meeting, review of items of significance that could affect progress, review/discuss topics as appropriate to the current and future status and/or needs of the Project, review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies and/or other Contractors as required, and allow the Construction Manager to plan his/her activities for testing, inspection, etc.

GC 3.11 CONSTRUCTION SCHEDULES

Construction schedules are required for all Contracts. The type of construction schedule required, that is, Construction Schedule (A) or Construction Schedule (B) will be specified in the Special Conditions. Compensation for the Work under this item will be included within the other bid items.

3.11.1 CONSTRUCTION SCHEDULE (A)

A. General

The schedule shall be submitted at the Pre-Construction Conference and must be favorably reviewed by the Construction Manager and the City before the first partial payment can be made. NOTE: The Construction Schedule must include and account for the total contract time specified in the Contract Documents.

B. Base Schedule

The Contractor shall submit the schedule based on either the bar chart method or the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time-scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

1. The start and completion dates of primary work items or components.

2. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.

3. Progress milestone events or other significant stages of completion.

4. The lead time required for testing, inspection and other procedures required prior to acceptance of the Work.

5. All activities, other than procurement activities, shall be cost-loaded. Activities shall be no longer than 14 calendar days, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

C. Reports

The Bar Charts or CPM Schedules shall be prepared as follows:

1. Bar Chart: A manually generated report which lists each primary activity description, early start and finish dates, and all preceding and succeeding activities. Report shall indicate all critical activities. A report with the above information shall be provided with each monthly update.

2. CPM Schedule: A CPM network report sorted by I-J or activity number which lists each activity description, early start and finish dates, preceding and succeeding

activities and restraints, including lead/lag durations. The report shall show the critical path.

- CPM network report sorted by total float.
- CPM network report sorted by early start.

3.11.2 CONSTRUCTION SCHEDULE (B)

A. General

The Construction Schedule under this requirement will also be referred to as the CPM Schedule.

The Contractor shall designate, in writing, an authorized representative in its firm who will be responsible for the preparation, revising, and updating of the CPM Schedule. The Contractor's representative shall have direct Project control and complete authority to act on behalf of the Contractor in fulfilling the construction scheduling requirements set forth herein, and such authority will not be interrupted throughout the duration of the Project. The requirements for the CPM Schedule are included to assure adequate planning and execution of the Work and to assist the Construction Manager and the City in appraising the reasonableness of the proposed schedule and evaluating progress of the Work.

Within seven (7) days from award of the Contract, the Contractor shall submit to the Construction Manager demonstration of competence in the use of CPM Scheduling, including evidence of the use of CPM Scheduling on a project of similar value and complexity. In the event of the failure of the Contractor to satisfy the Construction Manager of its CPM Scheduling competence, the Contractor will be required to employ a qualified CPM consultant who regularly performs these services and who in the opinion of the Construction Manager possesses the qualifications required to perform CPM Scheduling for this Project.

B. Preliminary Construction Schedule

At the Pre-Construction Conference, the Contractor shall submit copies of a Preliminary Construction Schedule in the form of a precedence diagram covering the following Project phases and activities:

1. Procurement and Submittals, including shop drawings, fabrication, and delivery of key and long lead time procurement activities.

    a. The Contractor's submittal information shall show intended submittal dates and shall be incorporated into the base project schedule.

    b. The delivery information shall include realistic delivery dates for the procurement activities.

2. The activities planned for the first 90 days in the execution of the Work.

3. The approach to scheduling the remaining activities or phases of the Work. The Work for each phase or activity shall be represented by at least one summary activity and the sum of the summary activities shall equal the Contract Time.

4. Approximate cost and duration for each summary activity representing the Contractor's best estimate for the Work the summary activity represents.

5. Projected monthly cash flow.

C. Base Schedule Submittal

The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Construction Manager within thirty (30) days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter.

The Construction Manager shall review the schedule and provide any comments, its favorable review of the schedule, or request a meeting to review the schedule with the Contractor within fifteen (15) days of receipt of the schedule. If requested, the Contractor shall participate in a review and

evaluation of the proposed network diagrams and analysis by the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within ten (10) days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the Work, and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Construction Manager in writing stating the reasons for the change. Only one progress payment will be made prior to acceptance of the CPM Schedule. Neither the Contractor nor the City shall own the "float".

To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Construction Manager. Any omission of work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date.

The CPM Schedule shall utilize a (CPM) format using either the precedence or arrow diagramming method. The schedule shall show completion of the Project at the Contract Completion Date or before.

The schedule shall be computer generated utilizing a scheduling program identified in the Special Conditions. The Contractor shall provide a compact disk or other electronic means approved by the Construction Manager for the initial base schedule and all monthly updates with the network diagram and mathematical analyses. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and re-computations of all tabulation date and float accordingly. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses network diagram. See Special Conditions for further details regarding scheduling requirements.

D. <u>Cash Flow Projection</u>

A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in significant changes to the projected cash flow.

GC 3.12 NOTICE OF DELAYS

When the Contractor foresees a delay in the prosecution of the Work and, in any event, within seventy-two (72) hours of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence, the estimated or actual extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager within the time specified above.

Except for Standby Time for City utilities as provided for in GC 7.10, COORDINATION/COOPERATION WITH UTILITIES, the Contractor's sole remedy for any delay in the Work, regardless of the alleged cause of the delay, shall be an extension of the contract time; the Contractor shall not be entitled to any delay damages, wage escalation, material escalation, extended job site or home office overhead or supervision, or additional compensation of any kind.

3.12.1 NON-EXCUSABLE DELAYS

Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. Time lost due to violations of permit requirements shall be non-excusable delays. No time extension or other compensation shall be granted for time lost due to non-excusable delays.

3.12.2 EXCUSABLE DELAYS

Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

Delays caused by acts of God, fire, unusual storms, floods, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for

at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Construction Schedule.

Excusable delays shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek an extension of time.

3.12.3 STANDBY TIME

As provided in GC 7.10, COORDINATION/COOPERATION WITH UTILITIES, if the Contractor is delayed due to the City's non-marking, mis-marking or mis-locating the City's main line water mains, reclaimed water mains, sanitary sewer main lines and storm drains, the City will be responsible for repairs, damages and standby time caused the Contractor. Compensation to the Contractor for such repairs, damages or standby time shall be calculated on the basis of GC 6.4.3, FORCE ACCOUNT PAYMENT. Note: this provision does not apply to service laterals/connections.

Also Note: per NRS 455.082, the approximate location of a subsurface installation marked in response to a request of USA means a strip of land not more than 24 inches on either side of the exterior surface of a subsurface installation.

3.12.4 WEATHER DELAYS

Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item(s) on the latest favorably reviewed Construction Schedule for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a non-compensable time extension should the critical path activities be affected by the weather delay.

3.12.5 CONCURRENT DELAYS

Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays, City-caused and Contractor-caused. Time extensions will be granted on the basis of a time impact analysis from the CPM Schedule.

GC 3.13 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, or as modified by extensions of time granted by the City, damage will be sustained by the City. As it may be impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the City in the amount set forth in the Construction Contract, per calendar day for each and every calendar day's delay beyond the time prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

The Contractor shall not be deemed in breach of this Contract nor shall liquidated damages be collected because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in GC 3.15, EXTENSION OF TIME. Unforeseeable causes of delay beyond the control of the Contractor shall include Acts of God, acts of a public enemy, acts of government, or acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the City or the facilities.

GC 3.14 RIGHTS BEYOND LIQUIDATED DAMAGES

Liquidated damages shall not preclude the City from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, and or any inability of the City to fulfill other obligations, if such damages are direct or consequential arising out of the failure of the Contractor to perform under the terms, conditions and requirements of this Contract.

GC 3.15 EXTENSION OF TIME

The time specified for completion of all of the Work or any part of the Work may be extended only by a written change order executed by the City. The Construction Manager may, at his/her discretion, recommend that the City extend the time for completion of the Work without invalidating any of the provisions of the contract and without releasing the surety.

Extensions of time, when recommended by the Construction Manager, will be based upon the effect of delays to the project as a whole and will not be recommended for non-controlling delays to minor portions of the Work, unless it can be shown that such delays did, in fact, delay progress of the project as a whole. Excusable delays may justify an extension of time.

No extension of time for completion will be allowed for non-excusable delays.

Written requests for an extension of time must be delivered to the Construction Manager within seventy-two (72) hours following the date of the occurrence which caused the delay. The request must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. The delay causing condition must affect an activity on the critical path of the latest favorably reviewed Construction Schedule. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extension of time failing to include the information specified in this Section, and requests for extensions of time which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of a weather delay, Contractor shall supply daily reports to the Construction Manager describing such weather and the work which could not be performed that day because of such weather or conditions resulting therefrom and which Contractor otherwise would have performed. The City's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of the City's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this Section, the City will ascertain the facts and extent of the delay and extend the time for completing the Work if, in its judgment, the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive. An extension of time may be granted by the City after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

GC 3.16 TEMPORARY SUSPENSION OF WORK

The City may order suspension of all or any part of the Work if:

(1) Unsuitable weather and such other conditions beyond the control of the Contractor prevent satisfactory and timely performance of the Work; or

(2) The contractor does not comply with the Contract or the Engineer's orders.

If the Work is suspended for reason (1) above, the period of work stoppage will be counted as non-working days. However, if the Construction Manager believes the Contractor should have completed the suspended work before the suspension, all or part of the suspension period may be counted as working days. The Construction Manager will set the number of non-working days (or parts of days) by deciding how long the suspension delayed the entire project. An extension of time may be granted. Also, the Contractor will be compensated for its actual costs plus the standard markup for overhead and profit for performing all work necessary to provide a safe, smooth, unobstructed passageway through the Site for use by the public, pedestrian and vehicular traffic during the period of such a suspension of work.

If the Work is suspended for reason (2) above, the period of work stoppage will be counted as working days and no extension of time will be granted. The lost work time, however, shall not relieve the Contractor from any contract responsibility.

If the Contractor fails to correct defective work as required, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the City, in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for the Work completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the City. When ordered by the City to suspend or resume work, the Contractor shall do so immediately. In all cases of suspension of construction operations, the work shall not again be resumed until permitted by written order of the City.

In the event that a suspension of Work is ordered for reason (2) above, as provided in this Section, the Contractor shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through the Site for use by public, pedestrian and vehicular traffic, during the period of such a suspension. Should the Contractor fail to perform the Work as specified, the City may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract. The Contractor will be responsible for all damage to the Work that may occur during suspensions of work. The Contractor will not be entitled to any additional compensation nor allowance for overhead or profit incurred in connection with this type of suspension.

GC 3.17 PROTECTION OF ANTIQUITIES

State and Federal laws pertaining to the protection and preservation of sites or objects of archeological, paleontological or historic interest shall be observed by the Contractor performing this Work.

When features of archeological, paleontological or historic interest are encountered or unearthed in material pits, the roadway prism, or other excavation, the Contractor shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the State Historic Preservation Office at (775) 684-3448 and the Construction Manager.

Work shall not be resumed in the immediate area until the Contractor is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. The Contractor may be allowed an appropriate contract extension of time, as provided for in these General Conditions, for construction time lost.

GC 3.18 CONTRACT TERMINATION

If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to promptly provide means for satisfactory compliance with the Contract, within the time specified in such notice, the City in such case shall have the authority to terminate the operation of the Contract.

A. The City may terminate the Contract if the Contractor:

1. Fails to maintain bonding, Nevada State Contractor's Board License, State Industrial Insurance requirements or insurance policies for limits as defined in the Contract Documents;

2. Persistently or repeatedly refuses or fails to supply properly skilled workers or proper materials;

3. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

4. Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;

5. Otherwise makes a material breach of a provision of the Contract Documents; or

6. Contractor fails to maintain safe working conditions.

B. When any of the above reasons exist, the City may provide, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's Surety, seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;

2. Accept assignment of subcontractors pursuant to this Contract for Construction (Contingent Assignment of Subcontracts to City if Contract is terminated); and,

3. Finish the Work by whatever reasonable method the City may deem expedient.

C. If the City terminates the Contract for one of the reasons stated in Termination by the City for Cause, the Contractor shall not be entitled to receive further payment until the Work is finished.

D. If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to the Contractor. If the costs of finishing the Work exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or City, as the case may be, shall survive termination of the Contract for Construction.

In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by the City; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract Amount incurred by the City arising from the termination of the operations of the Contract and the completion of the Work by the City as provided above shall be paid for by any available funds held by the City. The Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

If at any time before completion of the Work under the Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the City may give notice to the Contractor to discontinue the Work and terminate the Contract. The Contractor shall discontinue the Work in such manner, sequence, and at such times as the Construction Manager may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by the Construction Manager to be done.

GC 3.19 CITY'S RIGHT TO TERMINATE FOR CONVENIENCE

The City reserves the right to terminate this contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision shall the Contractor be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. The Contractor shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against the Contractor for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

GC 3.20 WORK DURING DISPUTES AND LITIGATION

In the event of a dispute between the parties hereto as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. If the dispute is not resolved, Contractor agrees to continue the Work diligently to completion and will neither rescind this Contract nor stop the progress of the Work but will submit such controversy to determination in accordance with the terms of the Contract Documents. In the event any litigation is commenced with respect to this Contract, such litigation shall not serve to suspend Contractor's obligation to continue performance of the Work hereunder.

GC 3.21 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the project to be constructed will be provided by the City. The Contractor shall make his/her own arrangements and pay all expenses for additional area required by him/her outside the limits of the City's land and right-of-way. Work in the public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the work is located in addition to conforming to the plans and specifications.

GC 3.22 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the City, Owner's Representative, Construction Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

GENERAL CONDITIONS

SECTION 4.0 SHOP DRAWINGS AND QUALITY CONTROL/INSPECTIONS

GC 4.1 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, concrete mix designs, coatings, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in the Technical Specifications and Special Conditions of the Contract Documents. The contract Unit Bid Price for the various items requiring submittals shall include the cost of furnishing all shop drawings, product data, and samples, and the Contractor will be allowed no extra compensation for such drawings, product data or samples.

All submittals and supporting drawings, designs, calculation, data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy, completeness, and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another Contractor or the City. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Drawings and specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this Project.

GC 4.2 SOURCE OF MATERIALS

Unless otherwise approved in writing by the Construction Manager, only unmanufactured materials produced in the United States, and only manufactured materials made in the United States, shall be used in the performance of this contract.

GC 4.3 TRANSMITTAL PROCEDURES

4.3.1 TRANSMITTAL FORM

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

4.3.2 DEVIATIONS FROM THE CONTRACT

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a written description of such deviations and the reasons therefore. If the City accepts such deviation, the City shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order may not be issued. If deviations from the Contract requirements are not noted on the submittal by the Contractor, the review of the shop drawing shall not constitute acceptance of such deviations.

4.3.3 SUBMITTAL COMPLETENESS

The Contractor shall check all submittals before submitting them to the Construction Manager and shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the drawings and specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal may be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the specifications, shall meet the minimum requirements for submissions cited in the Technical Specifications, shall include materials and equipment data and certifications where required, and shall include any necessary revisions required for equipment other than first named.

The City reserves the right to deduct monies from payments due the Contractor to cover additional actual costs of review beyond the second submission.

4.3.4 SUBMITTAL PERIOD

All submittals shall be submitted to the Construction Manager within fifteen (15) calendar days after the date of the Notice to Proceed by the City, unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor or unless provided for differently in the Special Conditions.

4.3.5 MATERIAL AND EQUIPMENT SUBSTITUTIONS

In preparing these specifications, the Design Consultant has named those products which to its knowledge meet the specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, installation, or service mentioned in these specifications, they are used to establish the standards of quality and utility required. The Contractor may request, in writing, approval of any material, process or article which he/she believes to be equal. The written request shall state how the material, process, or article proposed for substitution compares with or differs from the designated material, process, or article in composition, size, arrangement, performance, and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed material, process or article. If any material, process or article offered by the Contractor is not, in the opinion of the Engineer, equal or better in every respect to that specified, then the Contractor must furnish the material, process or article specified or one that, in the opinion of the Engineer, is the equal or better in every respect. In the event the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor. Pursuant to NRS, Chapter 338.140, data substantiating a request for substitution of “an equal” item shall be submitted within seven (7) days after Award of the Contract.

GC 4.4 REVIEW PROCEDURE

Submittals shall be submitted to the Construction Manager for review and will be returned to the Contractor within fifteen (15) working days after receipt, unless otherwise provided for in the Special Conditions. The primary objective of review of submittals by the City is the completion of the Project in full conformance with the Contract, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Project Drawings and specifications, will fit the structures detailed on the drawings, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review by the City of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

A. <u>No Exceptions Noted (Resubmittal Not Required)</u>

Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.

B. <u>Make Corrections Noted (Resubmittal Not Required)</u>

Same as A, except that minor corrections as noted shall be made by the Contractor.

C. <u>Make Corrections Noted (Resubmittal)</u>

Rejected because of inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the City.

D. <u>Not Acceptable (Resubmit)</u>
Submitted material does not conform to drawings and specifications in major respects, i.e.: wrong size, model, capacity, or material.

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

The Contractor shall submit a minimum of six (6) copies for each submittal. The Construction Manager will retain a minimum of four (4) copies for its use and record and return two (2) copies to the Contractor.

The City's favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

Favorable review of submittals does not constitute a change order to the Contract requirements. The favorable review of all submittals by the City shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review by the City shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of law. Favorable review by the City shall not constitute acceptance by the City of any responsibility for the accuracy, coordination, and completeness of any items or equipment represented on the submittals.

GC 4.5 QUALITY CONTROL - GENERAL

All materials and equipment to be incorporated into the Work, unless otherwise specified, shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. All materials, equipment, and supplies provided shall, without additional charge to the City, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies. It shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions, correct errors and supply omissions not involving extra cost, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the Construction Manager, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin, laboratory, or at the site of the Work. The Contractor shall give the Construction Manager written notification at least 30 days prior to the shipment of materials and major equipment to be tested and inspected at point of origin. Prior to shipping any precast concrete products, a meeting shall be held at the manufacturer's site to discuss and agree on uniform acceptability standards for the precast products. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment, nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.

Inspection of the Work by the City, Construction Manager and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work, to furnish materials and perform acceptable Work, and to provide adequate safety precautions in conformance with the intent of the Contract.

4.5.1 QUALITY ASSURANCE INSPECTION

All work and materials are subject to the inspection of the Construction Manager. The Contractor shall prosecute work only in the presence of the Construction Manager or a City inspector appointed by the Construction Manager, and any work done in the absence of said Construction Manager or inspector may be subject to rejection. Furthermore, failure to call for the Construction Manager or inspector to inspect as the work progresses shall be considered as a major breach of the Contract and may constitute grounds for the City to terminate. The Contractor shall make a request to the Construction Manager or inspector at least twenty-four (24) hours in advance before inspection services are required for the work. If the specifications, the Construction Manager's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. The City, Construction Manager, Design Consultant and authorized agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall

not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Construction Manager or that payment therefore has been included in a progress estimate.

No work or any portion thereof shall be deemed acceptable by reason of the presence of the Engineer. While the Engineer will endeavor to point out to the Contractor any defective work which comes to the Engineer's attention during these observations, the Engineer's failure to do so shall not constitute the basis of any claim, suit, or cause of action by the Contractor or any party against the Engineer or City and shall not excuse nonconforming or defective work by the Contractor.

No portion of any work or installed materials shall be covered or concealed in any manner without first being inspected by the Construction Manager. If any work should be covered up without the approval or consent of the Construction Manager, the Construction Manager shall have the authority to require, at any time before acceptance of the Work, that such work be uncovered for examination. After examination, the Contractor shall restore said portions of the Work to the standards required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing of the covering and the replacing of the covering or making good of the parts removed, will be paid for as provided in GC 6.0, CHANGE ORDERS, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

4.5.2 PERMIT AND CODE COMPLIANCE INSPECTIONS

Separate and independent from the inspections above, the Work may require the inspections of Building Officials or other agencies. The Contractor shall make arrangements with the Carson City Building Department to schedule appropriate Building Permit compliance inspections and with other agencies (i.e. Fire Officials, NDOT, NDEP, etc.) to schedule their required permit and code inspections. Such inspectors shall have the authority provided them by their agencies and jurisdictions.

4.5.3 SAMPLES AND TESTS

The source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted to the Construction Manager by the Contractor in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Technical Specifications. Certificates of Compliance shall be provided by the Contractor as required in the Technical Specifications.

A. Sampling

The Contractor shall furnish such samples of materials as are requested by the Construction Manager. No material shall be used until the Construction Manager has had the opportunity to test or examine such materials. Samples shall be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the site, such as concrete test cylinders, shall be taken or prepared by the Construction Manager in the presence and with the assistance of the Contractor.

B. Testing

All initial testing including, but not limited to, concrete, soils, and asphalt/concrete pavement shall be at no expense to the Contractor and shall be performed in the City's laboratory or in a laboratory designated by the City. When required by the Contract or the Construction Manager, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Contractor is responsible for all system and equipment testing as provided for in these Contract Documents.

C. Retesting Costs

The costs of any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. The City will deduct such retesting costs from the progress payments through a deductive change order.

D. Test Standards

All sampling, specimen preparation, and testing of materials shall be in accordance with the requirements of the Standard Specifications, or any permits, and the standards of nationally recognized technical organizations. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

E. Testing Disputes

In the event that the Contractor disputes the results of the City's materials testing and retains his/her own testing laboratory for comparison testing, only a laboratory and personnel certified under the Nevada Alliance for Quality Transportation Construction (NAQTC) will be considered.

GENERAL CONDITIONS

SECTION 5.0 PAYMENT

GC 5.1 GENERAL

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals appurtenant to the various items of the Proposal Summary, as further specified herein, necessary for completing the Work, all in accordance with the requirements of the Contract Documents, including all costs of permits and compliance with the regulations of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA), and no additional compensation will be allowed therefore. No separate payment will be made for any item that is not specifically set forth in the Proposal Summary, and all costs therefore shall be included in the prices named in the Proposal Summary for the various items of Work. Prior to the City processing the pay estimate, if prevailing wage rates are required, the Contractor shall submit to the City a copy of its certified payroll reports for each week within the pay estimate period.

GC 5.2 PAYMENT FOR PATENTS AND PATENT INFRINGEMENT

All fees or claims for any patented invention, article, or arrangement that may be used upon or in the work, or is in any manner connected with the performance of the Work, shall be included in the price bid for doing the work. The Contractor and its sureties shall defend, protect, and hold the City, the Construction Manager, and Design Consultant, and their officers, agents, employees, and volunteers harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the City regarding patent rights for the Project. The affidavit shall state that all fees and payments due as a result of the Work incorporated into the Project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist in this Project.

GC 5.3 PAYMENT OF TAXES

The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, state and local sales and use taxes, federal and state payroll taxes or assessments, and excise taxes. No separate allowance will be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract Amount.

GC 5.4 PAYMENT FOR LABOR AND MATERIALS

In accordance with the provision of NRS 338.550, the Contractor shall pay and require its subcontractors to pay all accounts for labor including workers' compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of Work under this Contract. Such accounts shall be paid as they become due and payable.

GC 5.5 PARTIAL PAYMENTS

In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of the Contract Documents, the City will pay the Contractor for all such work installed on the basis of percentage completion. Amounts earned will be based on the accepted Schedule of Values.

Payments will be made by the City to the Contractor on estimates approved by the Construction Manager, based on the value of equipment installed and tested, labor and materials incorporated into said permanent Work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work accompanied by an approved paid invoice) per GC 5.5.1, below.

Partial payments will be made monthly based on work accomplished as of the last day of each calendar month.

The Contractor and Construction Manager shall meet within five (5) days after the end of each calendar month to review and agree on the Work completed within the past month. The Contractor shall then submit its progress billing of the Work completed during the prior month and the Work completed to date on the City's approved form corresponding to the accepted Schedule of Values. Upon receipt of Contractor's progress billing, the City shall act in accordance with the following:

a. The Construction Manager shall review the submitted progress billing to verify that it corresponds with the agreement reached at the above mentioned review meeting. If the progress billing is satisfactory, the Construction Manager will process it for payment.

b. If the Construction Manager determines that the progress billing is not satisfactory, then pursuant to NRS 338.525, the City shall, within twenty (20) days of receipt of said progress billing, give written notification to the Contractor of any amount that will be withheld and a detailed explanation of the reason for the withholding. The remainder will be processed for payment.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. Payment will be made by the City to the Contractor in accordance with City's normal accounts payable procedures. The City shall retain amounts in accordance with Sections GC 5.6, RETENTION, and GC 5.7, OTHER WITHHOLDS.

Per NRS 338.515, the City shall pay the Contractor within thirty (30) days after receipt of its progress billing.

5.5.1 PARTIAL PAYMENTS - INCLUSION OF MATERIALS ON HAND

Except as otherwise provided in NRS 338.515(1), GC 5.6 “RETENTION”, NRS 338.525, and GC 5.7 “OTHER WITHHOLDS”, pursuant to NRS 338.515(2), the City will pay or cause to be paid to the Contractor the actual cost of the supplies, materials and equipment that have been identified in the Special Conditions as eligible for such payment. To be eligible for such payment the supplies, materials, or equipment must:

(A) be identified in the Special Conditions:

(B) have been delivered and stored at a location, and in the time and manner, specified in this Contract by the Contractor or a subcontractor or supplier for use in the Work; and,

(C) be in short supply or were made specifically for this Contract.

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to the City will be qualified for partial payment.

To receive payment for materials and equipment delivered to the site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials at least seven (7) days prior to submitting the monthly progress billing for work completed. At the Construction Manager's discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

a. Only equipment or materials which have received favorable review of shop drawings will qualify.

b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained at the job site in a manner favorably reviewed by the Construction Manager.

c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers or other documentation requested by the Construction Manager.

GC 5.6 RETENTION

From each progress payment estimate, ten (10) percent of the “total completed to date” sum will be deducted and retained by the City, and the remainder, less the amount of all previous payment, will be paid to the Contractor. After fifty (50) percent of the Work has been completed and if progress on the Work remaining is satisfactory, the deduction to be made from the remaining progress payments and from the final payment may be reduced to five (5) percent of the adjusted Contract Price at the discretion of the City.

GC 5.7 OTHER WITHHOLDS

In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount of any payment otherwise due the Contractor, as in its judgment may be necessary to cover:

a. Defective work not remedied;

b. A reasonable doubt that the Contract can be completed for the balance then unpaid;

c. Damage to another contractor, third party, or to property;

d. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule;

e. Failure of the Contractor to keep the Work progressing in accordance with its Progress Schedule;

f. Failure to maintain current “As-Built” record drawings;

g. Failure of the Contractor to make proper submissions, as herein specified;

h. Payments due the City from the Contractor;

i. Reduction of Contract Amount because of modifications; or

j. The Contractor's neglect or unsatisfactory prosecution of the Work, including failure to clean up.

When the above reasons for withhold amounts are removed, payment will be made to the Contractor for amounts withheld.

GENERAL CONDITIONS

SECTION 6.0 CHANGE ORDERS

GC 6.1 GENERAL

Without invalidating the Contract and without notice to sureties or insurers, the City through the Construction Manager, may at any time order additions, deletions, or revisions in the Work. These will be authorized by Work Directive, Field Order, or Change Order. A Change Order will not be issued for a Work Directive unless the Construction Manager concurs with an appeal by the Contractor that such Work Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements of all Change Orders, Field Orders, or Work Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order or Work Directive causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Work Directive, Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time.

Extra work shall be that work neither shown on the Contract Drawings nor specified. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work, not involving extra cost, or extra time, and not inconsistent with the intent of the Work. With the exception of an emergency which would endanger life or property, no extra work or change shall be made unless in pursuance of a written order by the City through the Construction Manager, and no claim for an addition to the total amount or total time of the Contract shall be valid unless so ordered in writing.

In case any change increases or decreases the Work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract Amount.

If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The City shall provide for an equitable adjustment to the Contract, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with the requirements herein stated.

GC 6.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing, of any:

a. Material that the Contractor believes may be hazardous waste that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Construction Manager shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for performance of any part of the Work, the City shall cause to be issued a change order under the procedures provided herein.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

GC 6.3 RESOLUTION OF DISPUTES

6.3.1 CONTRACT INTERPRETATION BY THE CONSTRUCTION MANAGER

Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to the Contractor in writing with a decision within seven (7) working days of receipt of the request.

6.3.2 CLAIMS

A. Notice

If the Contractor disagrees with the Construction Manager's decision, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor shall notify the Construction Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager within five (5) days of receipt of such decision. All other claims or notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and all reasons for the claim, but need not state the amount.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the Construction Manager and City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

B. Records of Disputed Work

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Construction Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used which shall be signed by the Construction Manager and Contractor daily. Such information shall be submitted to the Construction Manager on a weekly or daily basis as determined by the Construction Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

C. Submission of Claim Costs

Within thirty (30) days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the Construction Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the Contractor will promptly comply to the satisfaction of the Construction Manager. If the additional costs are in any respect not known with certainty, they shall be estimated as best as can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in GC 6.4, MODIFICATION PROCEDURES and GC 5.5, PARTIAL PAYMENTS.

D. Claim Meetings

The Construction Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend such meetings prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

GC 6.4 MODIFICATION PROCEDURES

6.4.1 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Construction Manager, approved by the City, and increase the amount of work to be done, such added work shall be known as extra work. When such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract Amount, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

a. By unit prices accepted by the City and stated in the Contract Documents or Schedule of Values;

b. By unit prices subsequently fixed by agreement between the parties;

c. By an acceptable lump sum proposal from the Contractor; or

d. By Force Account (as described in GC 6.4.3, Force Account Payment, when directed and administered by the City or Construction Manager.

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. When there is an agreement, the Construction Manager will prepare and process the Change Order and make a recommendation for action by the City. All Change Orders must be signed by the Contractor and approved by the City unless unilaterally issued per GC 6.1, above.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

When any Extra Work is performed by a Subcontractor, the markups established in GC 6.4.2 and GC 6.4.3 shall be applied to the Subcontractor’s costs as determined under GC 6.4.2 and GC 6.4.3. The Contractor’s markup on subcontracted work shall be limited to five percent (5%) of the total of the Subcontractor’s costs, which amount shall constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor. On any item(s) of Extra Work, there shall only be one markup allowed to the Subcontractor even if there are multiple tiers of subcontractors, and only one markup allowed to the Contractor for subcontracted work.

6.4.2 NEGOTIATED CHANGE ORDERS

Under the methods described in GC 6.4.1.b and 6.4.1.c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment, rentals, and approved services pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered. The cost of materials used and equipment delivered and installed in the Work shall be as substantiated by appropriate documents. The cost of construction machinery and equipment shall be based on fair rental or ownership values acceptable to the Construction Manager as described in GC 6.4.3, Force Account Payment, and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and office facilities, or anyone not directly employed on such work, nor the cost of small tools, as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in GC 6.4.1.b and 6.4.1.c, the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

Direct Labor	fifteen percent (15%)
Materials	fifteen percent (15%)
Equipment (owned or rented)	fifteen percent (15%)

The above fees represent the maximum limits which will be allowed, and they include the Contractor's indirect home office expenses and all costs for cost proposal preparation.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a decrease in cost will be the amount of the actual net decrease plus a credit in accordance with the markups allowed above.

The Contractor shall not claim for anticipated profits on work that may be omitted unless the deleted amount of work is determined to constitute a cardinal change to the Project.

6.4.3 FORCE ACCOUNT PAYMENT

If either the amount of Work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order, Work Directive, or Field Order that the Work be done on a force account basis. The term "force account" shall be understood to mean that payment for the Work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and actually used to do the work. In order to have a valid claim for Force Account payment, the Contractor must submit on a daily basis the City's Daily Extra Work Report signed by both the Contractor's representative and the City's Construction Manager or inspector. For the work performed, payment will be made for the documented actual cost of the following:

a. Direct labor cost for workers, including foremen, who are directly assigned to the force account Work. Direct labor cost is the actual payroll cost including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered.

b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor. Material wasted or disposed of in a manor not called for under the contract, material not unloaded from the transporting vehicle, material placed outside the limits indicated or given plans; or material remaining on hand after completion of the work will not be paid for except as otherwise provided.

c. Equipment rental: For any machinery or equipment, the use of which has been authorized by the Construction Manager, the Contractor will be paid for the use of such machinery or equipment in the manner hereinafter specified, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the contractor.

Rental rates will be determined as follows:

1. The base rates shall be those established in publications and revisions thereto entitled "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment" available from Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, CA 95110-1313, phone (408) 467-6700.

   The hourly rate to be paid shall be the monthly rate divided by 176, multiplied by the regional adjustment factor, and multiplied by the appropriate rate adjustment factor, then plus the estimated operating cost per hour shown therein, and then rounded to the nearest $0.10.

2. Attachments (e.g. tractor with ripper and dozer or tractor with loader and backhoe) will be included in the hourly rental rate only when deemed essential to the work as

determined by the Construction Manager. When multiple attachments are approved for use and are being used interchangeably, the attachment having the highest rental rate shall be the only on included for payment.

3. No direct payment will be made for necessary accessories (including replenishing blades, augers, teeth, hoses, bits, etc.) if not listed in the Rental Rate Blue Book.

4. No compensation will be allowed for shop tools having a daily rental rate of less than $10 as set forth in Section 18 of the Rental Rate Book.

If ordered to use equipment not listed in the aforementioned publications, a suitable rental rate for such equipment will be established. Contractor shall furnish any cost data which might assist in the establishment of such rental rate.

Except as provided below, payment will be made for the actual time that such equipment is in operation on the work. Time will be measured in 0.5 hours increments of actual working time and necessary traveling time of the equipment within the limits of the project.

Authorized standby time for idle equipment will be paid for at 50% of the "monthly rate divided by 176, multiplied by the regional adjustment factor, and multiplied by the rate adjustment factor", and rounded to the nearest $0.10. No operating cost, markup, overhead or profit will be added.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciating, storage, insurance and all incidentals.

When special equipment has been ordered in connection with force account work, travel time and transportation to the project will be measured as hereinafter outlined. For the use of special equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the rental rates as determined above and the cost of transporting the equipment to the location of the work and its return to its original location will be paid, all according to the following provisions:

(a) The original location of the equipment to be hauled to the location of the work will be agreed to in advance.

(b) The City will pay the costs of loading and unloading such equipment.

(c) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.

(d) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the Construction Manager directs the Contractor to discontinue the use of such equipment.

(e) Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation by the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(f) Payment for transporting and loading and unloading equipment as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

To the preceding costs, there shall be added the following fees as the combined overhead and profit for the Contractor:

a. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item a, labor, above.

b. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item b, materials, above.

c. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item c, equipment, above.

The added fixed fees shall be considered to be full compensation covering the cost of general supervision, overhead, profit, and all other expenses. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's indirect home office expenses and all costs for cost proposal preparation and record keeping.

6.4.4 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the Bid and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the Bid item, plus or minus twenty-five (25) percent. Either party to the Contract will be entitled to an equitable adjustment in unit prices for that portion of the actual quantity less than seventy-five (75) percent or more than one hundred twenty-five (125) percent of the original Bid quantity. Such equitable adjustment shall be determined in one or more of the following ways:

A. If the parties are able to agree, the price will be determined by using:
1. Unit prices; or
2. Other agreed upon prices.

B. If the parties cannot agree, the price will be determined by the Engineer using:
1. Unit prices, or
2. Other means to establish costs.

The following limitations shall apply in determining the amount of the equitable adjustment:

A. No claim for loss of anticipated profits on deleted or uncompleted work or consequential damages of any kind will be allowed.

B. If the actual quantity of work performed is less than seventy-five (75) percent of the original Bid quantity, the total payment for the item will be limited to not more than seventy-five (75) percent of the amount originally Bid.

C. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent that there is an unbalanced allocation of such expenses among the contract Bid items.

D. No adjustment in the unit contract bid price will be made for any item unless the increase or decrease in quantity results in a change of $10,000 or more as measured by the original bid quantity and unit price for the item.

The City will not adjust for increases or decreases if the City has entered the amount for the Bid item in the proposal form only to provide a common basis for bidders.

6.4.5 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must be accompanied by a time impact analysis, based on the latest Construction Schedule update, or other method acceptable to the Construction Manager.

GC 6.5 DISPUTES

Any dispute relating to this Contract after award shall be resolved through good faith efforts by the Contractor and City. The Contractor shall have the right to appeal any decision by any inspector to the Construction Manager; and, by the Construction Manager to the Owner’s Representative. Initial notice of any dispute must be filed with the Construction Manager per GC 6.3.2.A, Claims - Notice.

If the Contractor considers the determination of the Construction Manager to be unfair he/she shall, within ten (10) days after receipt of the Construction Managers decision, file a written protest with the Owner’s Representative stating clearly and in detail his/her objections and the reasons therefore. The Owner’s Representative shall review the issue in dispute and shall promptly advise the Contractor in writing of his/her final decision. At all times, the Contractor shall

carry on the Work and maintain its Construction Schedule in accordance with the requirements of the Contract and the determination of the City, pending resolution of any dispute.

If review by the Owner's Representative does not result in a resolution of the dispute, the parties shall proceed to non-binding mediation. Non-binding mediation shall be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Procedures. Mediation conducted in accordance with this provision shall take place in Carson City, Nevada. Mediation shall be conducted by a single mediator, approved by both the City and the Contractor from a list provided by the American Arbitration Association. Each party shall pay one-half of the mediator's compensation and the administration fees. Each party shall bear its own expenses associated with the mediation, including but not limited to its own attorney and expert consultant fees. Each party shall have at least one individual attend the mediation proceeding who has full authority to settle the dispute on their behalf, provided however, that any agreement reached will have to be put before the Carson City Board of Supervisors or Carson City Regional Transportation Commission for final approval.

GC 6.6 ARBITRATION

Any controversy or claim arising out of or relating to the performance of these Contract Documents, which cannot be resolved by mutual agreement or mediation, shall be submitted to binding arbitration by the claiming party by filing a Notice of Intent to Arbitrate (demand) within fifteen (15) days of the conclusion of mediation, specified above in GC 6.5, DISPUTES, with the other party and three (3) copies to the American Arbitration Association or the Nevada Arbitration Association. Either party to the Contract Documents may request that any dispute or difference be arbitrated by filing a demand to arbitrate. Said demand shall contain a statement of the disputes, the amount involved, if any, and the remedy sought. Through written mutual consent, the parties may agree to combine all disputes for a single arbitration proceeding during or after substantial completion of the Project. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules (which can be found at www.adr.org) administered by the American Arbitration Association or the Nevada Arbitration Association. Failure to give such notice in the time specified shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute, or other matter. Judgment on the award rendered by the arbitrators may be entered in the First Judicial District Court of the State of Nevada.

In the event that any controversy or claim arising out of or relating to the performance of this Contract becomes the subject of arbitration, Carson City shall have the right to join or bring an additional party to the arbitration proceeding, and the Contractor hereby irrevocably consents and agrees to such joinder.

In the event that Carson City is named as a party to any arbitration action arising out of, or resulting from the design or construction of the Project, the Contractor hereby agrees, at the request of Carson City, to be joined as a party to that arbitration proceeding and to be bound by any decision resulting from arbitration.

In the event of arbitration, it is agreed by the parties that all means of discovery, including but not limited to depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

Any arbitration carried out under the provisions of GC 6.6, ARBITRATION, shall be heard and determined by a three (3) member panel. From a list of arbitrators provided by the American Arbitration Association, Carson City shall select one (1) member of the panel and the Contractor shall select one (1) member of the panel. The third member of the panel shall be selected from said list by the first two (2) members and shall be approved by both Carson City and the Contractor. The third (3rd) member shall function as the Chairperson of the arbitration panel.

The Contractor shall carry on the Work and maintain progress during any arbitration or any other disputes unless otherwise mutually agreed upon in writing.

Arbitration conducted in accordance with this provision shall take place in Carson City, Nevada.

GENERAL CONDITIONS

SECTION 7.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

GC 7.1 GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the Work, protection of employees and the public, protection of the Work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

GC 7.2 TEMPORARY UTILITIES AND CONSTRUCTION FACILITIES

7.2.1 ELECTRICAL SERVICE

The Contractor shall arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

7.2.2 WATER

The Contractor shall pay for and shall provide for all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the state and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance. The Contractor shall be responsible for obtaining a City water meter and paying all associated charges, including monthly water usage.

The Contractor is hereby informed that Carson City does not allow use of potable water for dust control on unpaved areas and/or earthwork compaction except for health safety concerns as determined by NDEP. The Contractor must obtain a “Treated Wastewater Effluent for Construction Purposes Permit” from the Carson City Wastewater Treatment Plant located at 3320 E. Fifth Street, Carson City. Special arrangements must be made with the Carson City Water Utility located at 3505 Butti Way, Carson City, for use of potable water for dust control on paved areas.

7.2.3 TEMPORARY LIGHTING

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final acceptance of the Work.

7.2.4 HEATING AND VENTILATION

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Unvented direct fired heaters shall not be used in areas where freshly placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

7.2.5 SANITARY CONVENIENCES

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at an appropriate location at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

7.2.6 COMMUNICATIONS

The Contractor shall provide, at its own cost, telephone communications to the Project Site either through ground lines or cellular equipment.

7.2.7 CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided**.**

A. <u>Staging and Falsework</u>

Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the Construction Manager, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

Excavation support shall be in accordance with GC 2.6.12 (D), Excavation Safety.

B. Temporary Enclosures

When sandblasting, spray painting, spraying of insulation, or other activities inconvenient or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures.

C. Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of OSHA and MUTCD**.**

D. Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Carson City Fire Department; and all work shall be governed by Title 14, Fire, of the Carson City Municipal Code. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives.

GC 7.3 CONSTRUCTION CONTROLS

7.3.1 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall not trespass upon private property and shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall not infringe upon wetland areas at the Site, whether identified or not, without the written approval of the Construction Manager. Infringement on wetlands will give cause for suspension of all work being conducted on or adjacent to the wetland area.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the Site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given in writing by the Contractor.

The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, irrigation lines and facilities, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Land survey monuments and property marks shall not be moved or otherwise disturbed by the Contractor until the Contractor arranges for a Nevada licensed Land Surveyor to witness or otherwise reference their locations in accordance with the requirements of the agency having jurisdiction. Any survey monument or property mark so moved or disturbed must be re-established and re-set by a Nevada licensed Land Surveyor in accordance with the requirements of the agency having jurisdiction.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible or better. Where existing turf areas are damaged, they must be replaced with fresh sod of matching grass.

The Contractor shall give reasonable notice, as determined by the Construction Manager, to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other

improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

A. Flood Protection

During the construction period, the Contractor shall be responsible for any damage which may result from flooding, including any earthwork re-excavation or replacement that may be a result of flooding. The Contractor shall submit to the Construction Manager a flood control plan for trenching operations associated with the Work. The flood control plan shall describe the Contractor's plan for control and diversion of surface runoff and flood flows around trench and structure excavations, and the Contractor's action plan for protection of the work and Contractor's plant and equipment during flood events**.**

7.3.2 PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury. Contractor shall call the Carson City Sheriff's Department at 887-2008 or call 911 in the event of any public harassment or violence to any of the Contractor's or subcontractor's employees.

A. Fire Extinguisher

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations.

B. Temporary Fences

The Contractor shall enclose the site of the Work other than roadways with a fence or barricades adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism. Work within the roadway right-of-way shall be protected as provided for in the "Manual on Uniform Traffic Control Devices."

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

7.3.3 ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

7.3.4 NOISE ABATEMENT

Operations at the site shall be performed to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the following levels:

Allowable Daytime Noise Levels as measured at the exterior of any given site shall be a noise level of not more than 75 dba Leq from the hours of 7:00 AM to 8:00 PM daily.

Allowable Nighttime Noise Levels as measured at the exterior of any site shall be a noise level of not more than 55 dba Leq from the hours of 8:00 PM to 7:00 AM daily.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

7.3.5 WORKING HOURS

Construction shall be allowed only between the hours of seven (7:00) AM and four (4:00) PM Monday thru Friday (Normal Working Hours) unless otherwise specified in the Special Conditions.

The starting, fueling, maintenance of equipment, and delivery of equipment and materials, and placement or removal of traffic control devices is considered Construction and shall not be allowed outside of the Normal Working Hours. Requests for exceptions to these limitations shall be made in writing to the Construction Manager for consideration in non-sensitive, non-residential areas.

The Contractor may request to work outside the Normal Working Hours by submitting a written request to the Construction Manager at least seventy-two (72) hours in advance of the start of work outside the Normal Working Hours. Permission may or may not be granted by the Construction Manager, with hours noted by the Construction Manager. The Contractor shall be responsible for the costs of any inspection, testing, and additional administration incurred by the City, or its agents and representatives, for work by the Contractor outside the Normal Working Hours defined above, on weekdays in excess of eight (8) hours, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work specifically required to be performed outside the Normal Working Hours as may be indicated in the Special Conditions, or work required by the Construction Manager, in writing, to be performed outside the Normal Working Hours, is excluded from withholding of payment.

7.3.6 DRAINAGE CONTROL / STORM WATER POLLUTION PREVENTION PLAN

In all construction operations, care shall be taken not to disturb existing drainage patterns whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations. Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses. The Contractor shall provide water quality and erosion controls in accordance with the NDEP "Handbook of Best Management Practices" to prevent sedimentation runoff from the Site.

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) regulations for storm water discharges from a construction site and the Stormwater General Permit NVR100000, State of Nevada, Division of Environmental Protection, General Permit. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and compliance with the permitting requirements shall be the Contractor's responsibility. The Contractor shall submit the required Notice of Intent (NOI) to the NDEP and comply with the SWPPP referenced above. The Contractor shall obtain any required Temporary Permits prior to any discharges. The Contractor shall submit any required Notification of Termination to the NDEP upon completion of construction and final site stabilization, and shall submit to the City copies of all records associated with the permitting requirements. Contractor must submit a copy of the SWPPP permit and plan to the Construction Manager prior to the start of work.

The Contractor shall be responsible for all costs associated with complying with the permit requirements, submitting any required NOI, preparing and complying with the SWPPP, revising the SWPPP, any required submittal of the Notification of Termination, any required discharge permit and any other related costs.

7.3.7 CONSTRUCTION CLEANING

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material, rubbish, caused by his/her operations. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Spillage resulting from hauling operations along or across existing streets or roads shall be removed immediately by the Contractor. All gutters and roadside ditches shall be kept clean and free from obstructions. Daily cleanup of trash, paper, and small debris subject to movement with winds shall be required**. The Contractor shall reasonably clean the immediate Work Area on a daily basis to reduce risk of personal injury as well as fire hazard.**

7.3.8 DISPOSAL OF MATERIAL

Unless otherwise specified in the Special Conditions, the Contractor shall make his/her own arrangements for disposing of construction waste materials outside the Project Site and the Contractor shall pay any and all dump fees required, except as provided below. If the Contractor arranges to dispose of construction waste materials on private property, he/she shall first obtain written permission from the property owner on whose

property the disposal is to be made in which the City is absolved from any and all liability and responsibility in connection with the disposal of such material on said property. A copy of said written permission must be delivered to the Construction Manager prior to starting disposal operations. When construction waste material is disposed of as above provided, the Contractor shall conform to all required codes and permits pertaining to grading, hauling, and filling of earth or other materials. The Contractor shall contact the City's Community Development Department and the Health Department concerning such codes and permits.

Disposal of all construction waste including but not limited to all pipe, concrete, manholes, pavement, building and excavated materials, and all other appurtenances shall be disposed of in a manner consistent with all local, State and Federal laws and guidelines. Any hazardous waste shall be disposed of at hazardous waste disposal sites that are permitted to accept such wastes. All disposal site locations shall be approved in writing by the Construction Manager. A copy of the disposal plans and any required permits must be delivered to the Construction Manager prior to starting disposal operations.

Asbestos Cement Pipe (ACP) removed from the Project shall be separated from other material, manifested and delivered to the Carson City Landfill. For manifest and disposal requirements prior to removal of any ACP the Contractor shall contact:

Mr. Ken Arnold
Carson City Environmental Manager
Cellular phone at (775) 720-5219

ACP Manifests are valid for ten (10) days from date of issuance.

Construction waste including but not limited to all pipe, concrete, manholes, pavement, building and excavated material, and all other appurtenances removed from the Project may be accepted free of charge at the Carson City Landfill if approved under the direction of the Construction Manager. A Landfill Disposal Form will be provided by the Carson City Inspector upon request by the Contractor. The Contractor or Contractor's agent will provide a Landfill Disposal Form, which must be signed, dated and timed by a Carson City Inspector, to the Landfill Attendant for a waiver of disposal fees for each separate load. The Contractor will pay the full disposal fee if no Landfill Disposal Form from Carson City is presented to the Landfill Attendant. Carson City will not reimburse the Contractor for disposal fees due to failure to comply with these conditions.

7.3.9 PARKING AND STORAGE AREAS

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the Construction Manager. Material and equipment may not be stored in public right-of-way unless prior approval by the Construction Manager.

GC 7.4 PUBLIC SAFETY/CONVENIENCE AND TRAFFIC CONTROL

The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the general public, including the residents, businesses and any other contractors working in the vicinity of the Work, and he/she shall have under construction no greater length or amount of work than he/she can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Traffic shall not be prevented from accessing business. Maintain a minimum of one (1) access to each business property at all times. Business Access signs shall be used to direct business traffic. Not more than one (1) crossing or intersecting street or road shall be closed at any one time. Safe access must be maintained for pedestrian traffic through or around the work area at all times.

Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the driveway or sidewalk as soon as possible. Contractor shall provide and identify to the Construction Manager a person to act as a community liaison person, who must be fluent in English with good communication skills, to personally contact each resident and business at least three (3) working days prior to performing any Work which effects their sewer or water service, restricts on street parking, restricts access to their property, or blocks a driveway or sidewalk. Said community liaison person shall provide written notices, pre-approved by the Construction Manager, to all such residents and businesses and must be available and able to answer their questions. Copies of notices to all properties other than single family residences provided to the Construction Manager shall include a name and signature of the person accepting the notice for those properties. The Contractor shall make every effort to provide alternate access to the property during such closure, if at all possible. The Contractor shall replace or repair any

damage done to driveways or sidewalks and shall provide temporary relief in the form of steel plates and supports of adequate strength over the excavation. Access to properties must be restored during all non-working hours.

Direct access shall be provided at all times to fire stations, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.

No streets or roads shall be blocked or made inaccessible, due to the Contractor's work, without approval of the City. No open excavations shall be allowed during non-working hours. Excavations shall be backfilled to grade and, if in a pavement area, temporarily paved level with adjacent pavement or, with the prior approval of the Construction Manager, covered with steel plates during non-working hours. If temporary paving and/or maintenance of temporary paving of all disturbed streets, driveways and sidewalks is not completed prior to the end of each work day, the Construction Manager may suspend the Work on the entire project, without any additional costs to the City, until the temporary paving is completed and/or properly maintained. The Construction Manager shall be the judge of proper maintenance of the temporary paving.

If needed, the City will provide the Contractor with "Temporary No Parking" signs to be posted in the construction area by the Contractor to accommodate each day's work. The Contractor must post the “Temporary No Parking” signs in the construction area no less than seventy-two (72) hours prior to the effective start of such parking restrictions. Temporary No Parking hours are to conform to the Contractor’s Working hours, but in no instance shall they exceed the Working Hours as specified in GC 7.3.5 or as amended in the Special Conditions. Contractor must keep a log of day, date, time and location that the signs are posted. If, when work starts, vehicles are parked in violation of the posted restrictions, the Contractor shall call the Carson City Sheriff's Office Dispatch Center at 887-2008 to request that the violating vehicle(s) be towed. Contractor shall identify expected no parking areas on the Traffic Control Plan and shall notify the Construction Manager at least one (1) week prior to the need for the “Temporary No Parking” signs.

7.4.1 HAUL ROUTES

Prior to hauling, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the Project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall adhere to approved routes only.

7.4.2 TRAFFIC CONTROL

During construction within traffic roadways the Contractor shall maintain no less than one (1) lane of traffic during working hours and two (2) lanes at all other times. When one-way traffic is in effect, the Contractor shall employ no less than two (2) flaggers to facilitate the safe flow of traffic. No streets or roads shall be blocked, closed or made inaccessible due to the Contractor’s work, without the prior approval of the Construction Manager.

The Contractor shall provide and maintain traffic control devices such as signs, warning lights, reflectors, barriers, fences, flaggers, steel plates, barricades, light signs and other necessary safety devices and measures on all sides of the construction zone, the number, size, message and spacing of which shall be governed by the Traffic Control Plans, local ordinance, or permit requirements. Traffic control shall be in accordance with the MUTCD. Any Traffic Control for work within NDOT right-of-way shall be in accordance with the NDOT permit requirements. The Contractor shall submit for approval by the City and any other applicable agency, its traffic control plans at least two (2) weeks prior to beginning work on public streets in accordance with GC 4.0, SHOP DRAWINGS AND QUALITY CONTROL.

The Contractor shall designate a Traffic Control Supervisor who shall be responsible for preparing and signing all Traffic Control Plans, and for installing and maintaining all traffic control devices as shown on the approved Traffic Control Plans. Said Traffic Control Plans must be per the provisions of the MUTCD and any Special Conditions. The Traffic Control Supervisor shall be available to be contacted by the Construction Manager twenty-four (24) hours per day for the duration of the Contract. The Traffic Control supervisor must be certified as a worksite traffic supervisor by ATSSA. As a minimum, the Traffic Control Supervisor shall check all traffic control devices at the start, mid-day, and end of each work day and at least once on every non-working day.

In addition to the flaggers required above, the Contractor shall employ flaggers at places designated by the Construction Manager for the safe movement of the public through the Work area. Flaggers shall possess a valid flagger card attesting that they have satisfactorily completed an instructional course in flagger procedures

conducted by NDOT or some other approved course given by another entity of government within the State of Nevada.

No material or equipment shall be stored or parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all materials, equipment and other obstructions from the public right-of-way. With the prior approval of the Construction Manager, the Contractor may shield the public traffic from materials or equipment within the public right-of-way by the use of temporary concrete or water filled barrier rails.

The Contractor shall notify the Carson City Fire Department and Sheriff Department dispatch center at (775) 887-2008 at least twenty-four (24) hours in advance of rerouting public traffic when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

Should the Contractor appear to be negligent in furnishing or maintaining warning and protective measures, as above provided, the Construction Manager may direct attention to the existence of the hazard, and the necessary warning and protective measures shall be immediately furnished and installed by the Contractor at its expense. Failure to do so will be cause to suspend the Work until the deficiency is corrected. If the Contractor does not correct a Traffic Control deficiency by the end of the work day and the Construction Manager determines that the public safety is endangered, then the Construction Manager may take the necessary action to correct the deficiency pursuant to GC 2.5.4, City's Right to Carry Out the Work.

7.4.3 TRAFFIC DETOURS

Detouring traffic to private streets shall not be allowed. Advance warning/detour signs shall be used to direct through-traffic, and shall be placed to notify traffic to avoid all possible situations that require individual motorists to turn around to avoid the closure. The advanced warning signs shall be placed in accordance with the approved Traffic Control Plan. No detour or street closure signing shall be placed on any street prior to the start of Work hours and shall be removed prior to the end of Work hours unless otherwise provided in the approved Traffic Control Plan.

7.4.4 PEDESTRIAN AND BICYCLE DETOURS

Advanced warning/detour signs shall be placed to notify pedestrian and bicycle traffic of any closure and to avoid all possible situations that may require individuals to turn around to avoid the closure.

GC 7.5 PROJECT SIGNS

If required by Contract Special Conditions, the Contractor shall provide, install and maintain for the duration of the Project, Project sign(s). Two (2) signs shall be required for pipeline projects. The sign(s) shall be installed within fifteen (15) days of the Notice to Proceed and shall be installed where directed by the Construction Manager. The Project Sign(s) shall conform to the requirements listed in the Special Conditions.

GC 7.6 PROJECT OFFICE

Unless the Contractor has an office in the Carson City/Reno/Sparks area, the Contractor shall maintain a suitable office on the Project site. The Contractor shall maintain at the Project site copies of the Contract Documents, record drawings, Project schedule, submittals, permits, Material Safety Data Sheets, approved Traffic Control Plans, and other relevant documents which shall be accessible to the Construction Manager and other City representatives during normal working hours. Said site office shall be the headquarters of the Contractor's representative authorized to receive Drawings, instructions, or other communications or articles from the City or its agents unless the Contractor notifies the City otherwise per GC 2.6.1, Office.

GC 7.7 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When required by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces and covered.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced if necessary to protect the public or the material.

Locations and arrangements for storage sites for materials and equipment outside the limits of work, shall be selected and maintained by the Contractor at the Contractor's expense. Prior to occupying a storage site on private property, the

Contractor shall submit a letter or agreement signed by the private property owner that authorizes the Contractor to occupy the private property. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted upon the approval of the Construction Manager.

GC 7.8 HAZARDOUS MATERIALS

The storage and handling of potential pollution-causing and hazardous materials, including but not necessarily limited to: gasoline, oil, and paint shall be in accordance with all local, state, and federal requirements. All hazardous materials shall be stored and handled in accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets shall be submitted to the Construction Manager prior to the delivery of materials to the Project site. Copies of the Material Safety Data Sheets shall be maintained at the Project Site in a readily accessible location.

GC 7.9 SYSTEM TESTING

The Contractor shall test the facilities as specified in the Technical Specifications. The Contractor shall provide all other necessary facilities for conducting the tests including but not limited to: personnel, power, water, equipment, and chemicals. The Contractor shall provide a minimum of forty-eight (48) hours notice to the Construction Manager of its readiness and intent prior to each test.

GC 7.10 COORDINATION/COOPERATION WITH UTILITIES

Within the construction limits of this Project may be various utility systems including water, reclaimed water, sanitary sewers, storm drains, gas, telephone, cable television, and electric power. The approximate location of known main line utilities, as taken from existing records, is shown on the Drawings. The service connections to these facilities may not be shown on the Drawings, however, the Contractor shall field locate and protect all service connections from damage during the course of the Work. The full costs for locating and protecting such service connections shall be included in the various items of work and no additional compensation shall be allowed. Where underground main utility distribution lines are shown on the plans or marked in the field, the Contractor shall assume that every property parcel is served by service connections for each type of utility. The City and Engineer do not guarantee that all existing utilities and facilities are shown on the Drawings or that they are shown in their actual position. The Contractor shall consider it normal and expected that the elevation and alignment of said utilities may vary from that shown on the Drawings, and also that utilities may be encountered that are not shown on the Drawings. Also consider it normal and expected that utilities will prove to be an impediment to the operations and that use of other than the usual equipment and construction methods in accomplishing the necessary work over, around or under such utility installations may be necessary. Should a discrepancy be found on the Drawings, it shall not be construed to relieve the Contractor from his/her responsibility to protect any such utility or facility.

The City has notified all utility companies, all pipeline owners, or other parties known to be affected by the Project and has endeavored to have all necessary adjustments of their facilities and other appurtenances made as soon as possible to eliminate conflicts within or adjacent to the limits of construction. The Contractor shall be responsible to protect and/or support all utilities which do not have to be relocated, but which do affect the Work. Where the City has made arrangements with utility owners to relocate or adjust their facilities, the City's responsibility for such adjustments are shown on and called out at the specific locations on the plans.

Any delays to the Contractor’s operations performing the current critical item(s) of work on the latest favorably reviewed Construction Schedules as a direct result of utility or other facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate Contractor’s construction operations) will be considered excusable delays within the meaning of GC 3.12.2, Excusable Delays.

It shall be the Contractor’s full responsibility to call Underground Service Alert (USA) at (1-800-227-2600) not less than two (2) working days, but not more than fourteen (14) calendar days, prior to performing any excavation, for location mark-out of any underground utilities and obtaining an inquiry identification number. Contractor must comply with all instructions received from USA.

Note: Per NRS 455.082, the approximate location of a subsurface installation marked in response to a notice to USA means a strip of land not more than twenty-four (24) inches on either side of the exterior surface of a subsurface installation.

If a private underground utility such as gas, electric, telephone or cable television facility must be located or adjusted for construction operations and its location differs by more than twenty-four (24) inches on either side of the exterior surface of the subsurface facility from that shown on the plans or marked in the field, the City shall reimburse the

Contractor, as extra work, for the difference between the costs incurred in finding the actual location of the facility and the costs of finding the reputed location of the facility.

Contractor shall pothole all indicated, shown, or marked utilities and points of connection to verify their exact location. The Contractor shall have the proposed Work laid out in the filed by a Nevada Licensed Professional Land Surveyor or the Surveyor's subordinates prior to commencing with the potholing. The Contractor shall then pothole prior to performing any other Work including saw cutting for the work. The Contractor shall obtain date (on a form provided by the Construction Manager) to include type, size, and dimensions, material, location and elevation of the underground utilities, referenced to the Surveyor's lay out stakes for each pothole. The Contractor shall provide to the Construction Manager, all data, and shall identify to the Construction Manager any facilities which conflict with the Work on the day the pothole is performed. Carson City will not be responsible for any damages, delays or standby time caused by the Contractor's failure to perform potholing prior to commencement of the Work, failure to provide the data or identify the conflicts when specified, or failure to locate services, laterals or points of connections.

Carson City will be responsible for repairs, damages and standby time caused the Contractor due to non-marking, mis-marking or mis-locating, as defined in NRS 455.082, of the City's main line water mains, reclaimed water mains, sanitary sewer main lines and storm drains. Compensation to the Contractor for such repairs, damages or standby time shall be calculated on the basis of GC 6.4.3, Force Account Payment. NOTE: This provision does not apply to service laterals/connections unless the Contractor can show he/she used diligence in trying to locate each service.

The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner. All valves, switches, manholes, vaults, and meters shall be maintained readily accessible for emergency shutoff or access. In case it should be necessary to move or temporarily maintain the property of any utility, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all time required and all expenses incidental to the removal or temporary maintenance of such property in a manner satisfactory to the owner thereof. The work necessary to the raising, lowering, or relocating of a utility may be done by the owner of the utility or by the Contractor, at the option of the utility owner. All work shall be in accordance with the utility owner's standards, and shall be at the Contractor's time and expense unless otherwise expressly provided for in the Special Conditions.

The Contractor shall repair or replace all utilities damaged or destroyed due to his/her operations, even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The Contractor shall resolve all crossing and clearance problems with the utility company concerned and the Construction Manager. The right is reserved to the State, County, City, and owners of private utilities and franchises to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

In cases where water or sewer mains, or service connections thereto, are accidentally broken or, with the prior approval of the Construction Manager, are intentionally cut by the Contractor, they shall be fully repaired to City specifications and returned to service within four (4) hours, or sooner if deemed necessary by the Construction Manager. The Contractor is to make these repairs a priority over other portions of the Work.

At all times allow the Fire Department access to fire hydrants. Do not place materials or other obstructions closer to a fire hydrant than permitted by ordinance, rules, or regulations or within fifteen (15) feet of the fire hydrant in the absence of such ordinances, rules, or regulations.

GC 7.11 CONTAMINATED GROUNDWATER and/or SOIL

Contaminated groundwater and/or soil may exist anywhere within the Project limits. If contaminated groundwater and/or soil are encountered during construction, the Contractor must act in accordance with all applicable Federal, State, and local laws and Nevada Administrative Code 445A.347, which requires the Nevada Department of Environmental Protection be notified within twenty-four (24) hours of the encounter at (775) 687-4670.

GC 7.12 DUST CONTROL

The Contractor is responsible for the control of dust originating from any and all of the Contractor's construction operations either within or outside of the Work Area at all times in accordance with Federal, State and local laws, at the Contractor's expense. In areas where fugitive dust is a nuisance, the Contractor shall, as often as necessary, wet down the area to prevent dusty conditions. This includes weekends and holidays. The Contractor shall contact NDEP to determine if a Ground Disturbance Permit is required.

GC 7.13 BY-PASS PUMPING OF SANITARY SEWER

The Contractor shall prepare and submit to the Construction Manager a plan for by-pass pumping of sanitary sewers which will provide for adequate size pumps and hoses to carry the flows from one manhole to another. Hoses must be rated for traffic if traffic is allowed on the roadway where the hose is placed. Provide a backup pump, replacement hose sections and a backup power source at the work site prior to commencing any by-pass pumping operations. Contractor must test the by-pass pumping system, including the backup pump, in the presence of the Construction Manager or his/her representative prior to effecting the flow in the existing sanitary sewer to be diverted. Contractor must identify and have available during pumping operations a person capable and qualified to make emergency repairs in case of a failure of any part of the by-pass pumping operation. The Contractor shall ensure that no spillage of raw sewage will occur on or in the ground. The by-pass pumping plan shall also address how an accidental spill of raw sewage would be contained and mitigated.

GENERAL CONDITIONS

SECTION 8.0 CONTRACT COMPLETION, O&M MANUALS

GC 8.1 INTERMEDIATE COMPLETION

When an intermediate milestone is specified in the Contract Documents, and the Contractor considers that a Work element, section, or division has met the intermediate completion stage requirements, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager and the City will make inspection to determine if the Work element, section or division is sufficiently complete in accordance with the Contract Documents to determine its acceptability for Intermediate Completion and for determination of any other items which do not meet the terms of the Contract so the City can occupy or utilize the Work for its intended use. Upon verification that the Work element, section, or division meets the contractual requirements for Intermediate Completion, the Construction Manager shall prepare a Notice of Intermediate Completion letter for the City's signature. The notice shall establish the date of Intermediate Completion, the responsibilities of the City and Contractor for maintenance, utilities, and damage to the subject Work. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor of such items.

Upon the completion of such corrective work, the Contractor shall so notify the Construction Manager in writing. The Contractor agrees to pay the City's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the Contractor's failure to complete the punch list work within the time period specified.

Unless otherwise specified under Special Conditions, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance of the overall completed Project will be made. No review pertaining to specific parts of the Project shall be construed as final acceptance of any part until the overall final acceptance by the City is made. Final payment for completed portions of Work will not be made until final acceptance of the total Work.

GC 8.2 SUBSTANTIAL COMPLETION

When the Contractor considers that all Work required by this Contract including equipment start-up and testing is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager and the City will make inspection to determine if the Work is sufficiently complete in accordance with the Contract Documents to determine its acceptability for Substantial Completion and for determination of any other items which do not meet the terms of the Contract so the City can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor of such items. Upon verification that the Project is substantially complete, the Construction Manager shall prepare a Notice of Substantial Completion letter for the City's signature. The notice shall establish the date of Substantial Completion and the responsibilities of the City and Contractor for maintenance, utilities, and damage to the Work.

GC 8.3 CONSTRUCTION COMPLETION, FINAL INSPECTION, PAYMENT, AND ACCEPTANCE

When the Contractor considers that all Work including record drawings, operation and maintenance manuals, and cleanup has been completed in accordance with the terms of the Contract, the Contractor shall notify the Construction Manager. Upon notification, the Construction Manager and the City will make the pre-final inspection to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a final punch list of such items and submit it to the Contractor. Following completion by the Contractor of the corrective work, required by the punch list, the Construction Manager shall notify the City that the Work has been completed in accordance with the Contract. A final inspection will be made to determine the acceptability of the Work. After completion of the Work, but prior to its acceptance by the City, the last partial payment will be made to the Contractor.

After receipt of the last partial payment, but prior to acceptance of the Work by the Carson City Board of Supervisors or Carson City Regional Transportation Commission, the Contractor shall send a letter to the Construction Manager submitting lien releases for all material, or labor for any work covered by this Contract. The letter shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claims and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in GC 6.3.2, Claims, may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals, the Construction Manager's written statement that construction is complete, and recommendation from the City's representative to accept the Project, the Construction Manager shall prepare an agenda item for the Carson City Board of Supervisor's or Carson City Regional Transportation Commission's acceptance of the completed Work and a Notice of Completion.

Following the acceptance by the Carson City Board of Supervisors or the Carson City Regional Transportation Commission of the completed Work embraced in the Contract, the City will cause to be recorded in the office of the County Recorder a Notice of Completion.

Thirty (30) days after recording the Notice of Completion of the Work involved in the Contract, the City will pay the Contractor such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

GC 8.4 OPERATION AND MAINTENANCE MANUALS

Prior to the delivery and installation of any item of machinery or equipment, the Contractor shall submit one (1) copy of the Operation and Maintenance Manual(s) as required by the Technical Specifications. The manual(s) will be reviewed by the Construction Manager and/or Design Consultant for content and the Construction Manager will advise the Contractor within five (5) working days of receipt if the manual is acceptable for the delivery and installation of the equipment or machinery. No equipment or machinery shall be tested or installed if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals, three (3) copies, must be submitted and favorably reviewed prior to final acceptance.

GC 8.5 EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor, but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, relubricate all bearing and wearing points, and assure that all equipment is in proper condition for regular continuous operation. Final start-up of equipment requires forty-eight (48) hours advance notice to the Construction Manager and coordination with the user department of the City. Start-ups shall only occur Monday through Thursday.

GC 8.6 FINAL CLEAN UP

At the completion of the Work and before final inspection, the Contractor shall clean the Work Area, material sites, adjacent property and streets and all grounds occupied by the Contractor in connection with the Work of all rubbish, excess and waste materials, as well as all his/her tools, construction equipment, machinery and temporary facilities. All parts of the Work shall be left in a neat and clean condition. If the Contractor fails to clean up at the completion of the Work, the City may do so and the cost shall be charged to the Contractor.

GC 8.7 WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any claims, liens, security interests or charges against this Project, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies, the title of which is commonly retained by the utility company. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

GC 8.8 RECORD DRAWINGS

The Contractor shall keep at the Site a copy of the Contract drawings and specifications, including addenda and change orders, to which the Design Consultant, Construction Manager, and City shall have access at all times.

The Contractor shall maintain one (1) set of specifications and full size drawing prints and mark thereon in red any and all deviations from plan dimensions, elevations, or orientations, and all changes from addenda, change orders, and clarifications. Marked prints shall be updated at least weekly and shall be available to the City for review. Prior to Final Acceptance by the City, the Contractor shall submit the record Drawings to the Construction Manager in the manner and format specified in the Special Conditions.

GC 8.9 WARRANTY

The Contractor hereby agrees to make, at its own expense, all repairs or removals and replacements necessitated by defects in materials or workmanship supplied under the terms of this Contract, and to pay for any damage to other works resulting from repairs or removals and replacements of such defects which become evident within one (1) year after the date of Substantial Completion of the Project by Carson City or within such longer period of time as may be prescribed by law or by the terms of any applicable technical specification. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City, and it's officers, agents, employees, and volunteers harmless from liability of any kind arising from damage due to said defects.

The Contractor shall execute and submit a completed Warranty Form in the format as appended to this section for the Work. The Warranty Form shall be submitted prior to the final acceptance of the Project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

The Contractor shall, upon the receipt of written notice from the City, promptly make all repairs or removals and replacements arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs or removals and replacements, and the Contractor and its Surety shall be liable for the cost thereof, if five (5) days after receipt of such written notice to the Contractor, the Contractor has failed to make or undertake the repairs or removals and replacements with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs or removals and replacements may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof. Such action by the City shall not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer or supplier gives a warranty for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantee or warranty certificates upon completion of the Work. No warranty period, whether provided for in this Section or elsewhere, shall in any way limit the liability of the Contractor or his/her sureties or insurers under the indemnity or insurance provisions of these General Conditions.

Prior to the expiration of the Warranty period, the City reserves the right to hold a meeting with the Contractor. The purpose of the meeting would be to review warranties, bonds, and maintenance requirements and determine required repair or replacement requirements of defective items.

For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

GENERAL CONDITIONS

WARRANTY FORM

Warranty For

_____(Project/Component)

_____(Location)

We hereby guarantee the _____(Project/Component)_____ that we have constructed for a period of one (1) year from _____(Date)_____ the date of Substantial Completion of the Work set by Carson City.

The following items are excluded from the provisions of this warranty:

We agree that if any of the material or equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the Work fail to fulfill any of the requirements of the Contract Documents, we will, within five (5) days of receipt of written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the urgency of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize Carson City, to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:

Signed:

Title:

Date:

GENERAL CONDITIONS

SECTION 9.0 PREVAILING WAGE

GC 9.1 PREVAILING WAGE RATES

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

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

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

B. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.

C. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City, 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/her, or is not reported to the City as required by NRS 338.070.

D. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each worker employed by him/her in connection with the public Work. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to the City as one complete package.

E. The record must be open at all reasonable hours to the inspection of the City, and its officers and agents. A copy of the record for each calendar week for the General Contractor and all Sub-Contractors must be sent to the City by the General Contractor no later than one (1) week after the end of the week. The copy must be open to public inspection as provided in NRS 239.010.

F. The Contractor and all subcontractors hereby agree not to hinder on-site interviews of the Contractor's or subcontractor's workers by the Construction Manager or his/her representative to verify that the workers are being paid the prevailing wage rates.

G. It is unlawful for any Contractor in connection with the performance of work under a contract with the state, or any of its political subdivisions, when payment of the Contract Price, or any part of such payment, is to be made from public funds, to refuse to employ or to discharge from employment any person because of his/her race, color, creed, national origin, sex, sexual preference or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his/her race, creed, color, national origin, sex, sexual preference or age. The Contractor agrees to insert this provision in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials.

GC 9.2 NO EXTRA COMPENSATION

All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the City. In case of extra work under the provisions of GC 6.4, MODIFICATION PROCEDURES, no additional payment will be made to the Contractor because of the payment by him/her of overtime

wage rates for such work unless the use of overtime work in connection with such extra work is specifically ordered in writing by the City.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

SC.1 SPECIAL CONDITIONS

These Special Conditions amend or supplement the Standard Terms and Conditions and General Conditions of the Contract and add other Special Conditions to the contract document as indicated below, and amend or supplement the Technical Specifications. All provisions of the Contract which are not so amended or supplemented remain in full force and effect.

SC.2 AMENDMENTS TO CONTRACT AWARD:

SECTION CA.4 INSURANCE REQUIREMENTS

CA.4.A GENERAL

Add the following:

The following shall be named as Certificate Holders and shall be named as additionally insured as it pertains to the Work on their respective properties included in this Project, only, and such notation shall appear on the Certificate of Insurance furnished by the successful Bidder's surety company. The Contractor shall furnish copies of said certificates to the City. The Contractor shall furnish copies of said revised certificates to the City.

The State of Nevada Department of Transportation, its officers, employees and agents (State) shall be listed as an additional insured on the Contractor's liability insurance. The Contractor shall provide the City with State's certificate of insurance. The Contractor shall furnish the State with an Insurance Policy Endorsement and Certificate of Liability and Property Damage Insurance with a single limit of One Million Dollars ($1,000,000.00) naming the State as an additional insured. The policies shall include a provision requiring a thirty (30) day advance written notice to the State of any modification or cancellation of said policies. The Contractor's insurance provider shall furnish the State with Insurance Policy Endorsements, Declaration Page and Certificates of Insurance, evidencing such insurance prior to commencement of Work, excavation, construction, installation and or occupancy of said right-of-way. The cost of this insurance coverage shall be borne entirely by the Contractor. All insurance involving the State shall be with a company having an A.M. Best and Company, Inc. policyholder rating of A-VII or better. This insurance policy shall remain in full force and effect until one year after the Contractor's completion of Work, including but not limited to excavation, construction and installation activities upon the State's right-of-way under this Contract.

Regardless of the coverage provided by any insurance policy, the Contractor shall fully exonerate, indemnify, defend and hold harmless the State of Nevada, its departments, divisions, agencies, officers or employees from and against all claims of actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of the Contractor or any person employed by him, or any others for whose acts the Contractor is legally liable, while Contractor is performing services under this Contract. The sums shall include, in the event of any actions, the amount of the judgment, court costs, expenses of litigation, expert witness fees and reasonable attorney's fees.

SC.3 AMENDMENTS TO GENERAL CONDITIONS:

SECTION 1.0 INTENT, DEFINITIONS, ABBREVIATIONS:

GC 1.3 Governing Order of Bidding and Contract Documents

Replace entire Section with the following Section:

GC 1.3 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The Bidding and Contract Documents include various divisions, sections, and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

SPECIAL CONDITIONS

1. Federal Provision: FHWA Form 1273
2. Permits from City Departments and other Agencies as may be required by law
3, Change Orders
4. Contract
5. Addenda
6. Special Conditions
7. Technical Specifications
8. General Conditions
9. Contract Drawing s
10 Standard Specifications for Public Works Construction (Orange Book specifications) sponsored and distributed by R.T.C. of Washoe County, Washoe County, City of Sparks, City of Reno, Carson City, and City of Yerington; 1996 Edition with Revision No. 1 dated 12-15-1998, Revision No. 2 dated 5-1-2000, Revision No. 3 dated 11-08-2001, Revision No. 4 dated 2-27-2004,and Revision No. 5 dated 2-14-2007. And the State of Nevada Department of Transportation Standard Specifications for Road and Bridge Construction 2001 Edition (Silver Book) and the State of Nevada Department of Transportation Standard Plans for Road and Bridge Construction 2007 Edition
11. Reference Specifications

With reference to Contract Drawings, the order of precedence is as follows:

1) Addenda/Change Order Drawings govern over any other Drawing
2) Figures govern over scaled dimensions
3) Contract Detail Drawings govern over Contract General Drawings
4) Contract Drawing govern over Standard Details

SECTION 2.0 CONTRACT ADMINISTRATION AND RESPONSIBILITIES: OWNER'S REPRESENTATIVE, CONSTRUCTION MANAGER, DESIGN CONSULTANT AND CONTRACTOR**:**

GC 2.6.9 Contractor's Responsibility for the Work and Materials

Add the following:

The Contractor shall be responsible for marking in the field upon receipt of a USA Call Before You Dig request from the City, the location of the underground facilities installed by the Contractor, until such time as the City accepts in writing, the responsibility for marking the facilities installed by the Contractor. The City shall not be responsible for any damage to the facilities due to Contractor's failure to properly mark the facilities.

SECTION 3.0 PROGRESS OF WORK, MEETINGS, SCHEDULES

GC 3.5 Time of Completion

Add the following:

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the City, shall commence the Work to be performed under the Contract on the date set by the City in the written Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work by and within 35 calendar days. It is anticipated the Notice to Proceed date for this project will be July 7, 2011 with an ending date of August 10, 2011.

GC 3.11 Construction Schedules

A Type (A) construction schedule is required.

GC 3.13 Liquidated Damages

Add the following:

In case of failure on the part of the Contractor to complete the Work within the limits in subsection 3.5, time of Completion, above, or within such additional time(s) as may be granted by formal action of the City, or the Contractor fails to persecute the Work or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the Contract or any extensions thereof, the Contractor shall pay to the City, as liquidated damages, the sum of $500 for each calendar day for delay until such reasonable time as may be required for final completion of the Work, together with any increased costs incurred by the City in competing the Work.

Time stated for completion shall include the final cleanup and demobilization except as otherwise provided in the Special Conditions.

The signing of the proposal by the Bidder shall be prima facie evidence that the Contractor agrees that the amount of liquidated damages is fair and reasonable.

SECTION 4.0 SHOP DRAWINGS AND QUALITY CONTROL/INSPECTIONS

Add the following Section:

GC 4.1.1 Required Submittals

The following items, (including but not limited to) are required submittals:

General
Insurance Certificates for Additional Insured
Construction Schedule
Schedule of Values
Permits
Federal and State Labor Reporting Requirements
Material Certificates of Compliance
NOI for Storm Water Pollution Prevention Plan
Safety Program
Traffic Control Drawings
Haul Routes
Certified Payroll Reports, Weekly
Weekly BMP Log
Disposal Plan, Permits and Permissions
Record Drawings
Warranties

Materials
Aggregate Base Material
Asphalt Concrete Mix Design
CMP and Appurtenances
Concrete and Slurry Mix Designs
Enamel Paint
Filter Fabric
Non-shrink Grout
Pavement Marking Paint
Permanent Signs
Pipe Bedding Material
Rebar and Steel
Rock Bags
Rock Rip Rap
Signs, Poles and Anchors
Silt Fence and Appurtenances
Soil Sterilant
Seed and Re-vegetation Appurtenances

Straw Blanket and Appurtenances
Straw Waddles and Appurtenances
Tack Coat

Shop Drawings
Pole Gate

SECTION 5.0 PAYMENT

GC 5.5 Partial Payments

Add the following paragraph following the 1st paragraph:
A Schedule of Values shall be submitted to the Construction Manger for approval, for all bid items for which the Contractor intends to submit a payment request when the Work included in that bid item is less than 100% complete. The Schedule of Values shall detail the costs for all the items included in the Description of Bid Items and Basis for Payment for the respective bid item. Also, included in the Contractor's payment request, the Contractor shall include his BMP maintenance log. A missing, incomplete or not up-to-date log will cause the payment request to be returned to the Contractor.

GC 5.5.1 Partial Payments – Inclusion of Materials on Hand

Add the following:

The following materials are eligible for partial payments:
None

SECTION 7.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

GC 7.3.1 Protection and Restoration of Existing Improvements

Add the following:

The Contractor shall not obstruct the creek flow at any time, nor remove the existing concrete pipe. The Contractor shall protect the existing USGS stream gauge and its appurtenances from damage.

GC 7.3.6 Drainage Control/Storm Water Pollution Prevention Plan

Add the following:

Creek flows approaching 100 cubic feet per second will overtop the existing creek crossing, the Contractor shall not use the crossing for access when the creek flows are near 100 cubic feet per second or when water is flowing over the existing structure.

GC 7.3.8 Disposal of Material

Add the following to the end of the 1st paragraph:

When disposing of construction waste material outside the City limits, the Contractor shall contact the appropriate local government departments concerning such codes and permits.

GC 7.5 Project Signs

Add the following:

The Contractor shall install one (1) project sign for this project in a location as directed by the Construction Manager.

SPECIAL CONDITIONS

GC 9.1 Prevailing Wage Rates

Delete A. and Replace with

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects." The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals Two Thousand Dollars ($2,000) or more, or when required by the Special Conditions. A copy of the rates are attached hereto and included herein. If a Change Order causes a Contract to exceed Two Thousand Dollars ($2,000), the State Labor Commissioner may audit the entire Contract period.

SC.4 SPECIAL PROVISIONS; DESCRIPTION OF BID ITEMS AND BASIS FOR PAYMENT

SP 1.1 General

Payment for the various items of the Proposal Summary, shall be as specified in Section 7.5 and as further specified herein.

Payment for each Bid Item shall include the following Work, and shall fully compensate for any necessary Work required to perform the construction operations specified and shall be considered to be included in the bid price for the items of Work and no additional compensation will be allowed therefore. This Work includes any necessary construction staking and layout, storm water pollution prevention, potholing to verify data, dimensions and locations of subsurface facilities and service connections, sawcutting, removal and disposal of existing improvements, clearing, removal and disposal of vegetation, excavating, removal and disposal of excess material, de-watering, shoring, by-pass pumping, coatings, connection to existing and proposed pipes, cutting and plugging abandoned pipes intercepted by the trench section, removal and disposal of abandoned pipes and appurtenances within the trench section, compacting, disinfection, testing, temporary and final asphalt replacement, revegetation of disturbed areas, landscaping, irrigation piping, and as well as other incidentals, for completion of the Work in conformance with the Contract Documents.

The terms "construct, furnish, install, erect, perform, place, prepare, remove or replace" shall mean that the bid item is complete, in place, ready for use and recommended for payment by the Construction Manager.

All Work under this Contract shall conform to the requirements the “Standard Specifications for Public Works Construction,” 2007 Edition (SSPWC) including all revisions as adopted by Carson City except as modified by these Special Conditions or Technical Specification.

Work under this Contract shall conform to the requirements of Division II and Division III of the “Standard Specifications for Road and Bridge Construction,” 2001 Edition as published by the Nevada Department of Transportation (NDOT) <u>to the extent referenced on the Drawings or in these Specifications</u>. This document will be referred to as the “NDOT Standard Specifications” within these Special Conditions

Requirements presented in the Amendments to the Standard Specifications supersede the requirements of the Technical Specifications.

Payment Schedule for partial payments for Mobilization/demobilization for all Schedules shall be as follows:

> When the monthly partial payment estimate of the amount earned for the respective Schedule, not including these items, is 15% or more of the original Schedule contract amount, then 30% of this item will be included for payment in that, one monthly partial payment estimate.

When the monthly partial payment estimate of the amount earned for the respective Schedule, not including these items, is 50% or more of the original Schedule contract amount, then an additional 30% of this item will be included for payment in that, one monthly partial payment estimate.

When the monthly partial payment estimate of the amount earned for the respective Schedule, not including these items, is 75% or more of the original Schedule contract amount, then an additional 30% of this item will be included for payment in that, one monthly partial payment estimate.

The remaining 10% of these items shall be paid under the final payment provisions.

SP 1.2 SCHEDULE "A" – SAFE ROUTES TO SCHOOL, ROUTE 6 PATH IMPROVEMENTS – PHASE 2, DESCRIPTION OF BID ITEMS AND BASIS FOR PAYMENT

SP 1.2.1 Mobilization/Demobilization and Cleanup for Schedule A Work (BP.1)

A. Work under this bid item shall consist of CONTRACTOR mobilization, demobilization, clean-up, permit coordination, and any preparatory Work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site before beginning construction. Work under this item shall also include any other item of Work for which other bid items have not been established in this bid schedule.

B. Measurement of this item will be on a lump sum basis.

C. Payment for Mobilization/demobilization and Cleanup will be pro rata per SP 1.1 based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for preparatory Work, construction staking and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of the Contractor offices, buildings, and other facilities necessary for the Work, and any other incidentals necessary for doing all the Work involved in mobilizing for the Work. Payment for demobilization and cleanup shall constitute full compensation for record drawings, permit close out and removing all equipment, supplies, debris and offices from the project site.

SP 1.2.2 BMP's erosion control (BP.2)

A. Work under this bid item shall consist of providing best management practices to control sediment and erosion from leaving the construction site as shown on the plans, as conforming to construction methods and as those incorporated in the Contractor's SWPPP for the duration of the project. Provide certifications for US steel.

B. Measurement of this item will be on a lump sum basis.

C. Payment for BMP's erosion control will be pro rata based on the percent of Work completed under this schedule and based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for providing labor, materials necessary to install and maintain erosion control during construction.

SP 1.2.3 Earthwork and Grading (BP.3)

A. Work under this bid item shall consist of providing traffic control, clearing and grubbing, excavation and fill, compaction, off-haul, disposal of excess material for the entire Schedule "A" improvements. Work under this bid item shall conform to the requirements of Section 1008 of the Technical Specifications and other applicable Technical Specifications contained within the (SSPWC). The Contractor is responsible for determination of the grading and earthwork quantity necessary to construct slopes and clear areas as shown on the plans.

B. Measurement of this item will be on a lump sum basis.

C. Payment for Earthwork and Grading Work will be pro rata based on the percent of Work completed under this schedule and based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for earthwork and grading not included within other bid items including, slope excavation and grading, removal of excess material off the project site, embankment and large rock relocation less than 24-inches, compaction, finish grading preparation, preparation of traffic control plans, , preparation of formal inspection reports by Traffic Control Supervisor, labor, tools, equipment, materials and incidentals required to perform the Work.

SP 1.2.4 Large Rock/boulder Relocation/modification (BP.4)

A. Work under this bid item shall conform to the requirements of applicable Technical Specifications contained within the (SSPWC). The Contractor will use mechanical means to reduce in size or move the large rocks greater than 2 feet in diameter out of the path structure to construct slopes and clear path areas as shown on the plans or approve by the Engineer.

B. Measurement for this item will be per lump sum.

C. Payment for this item will be made at the lump sum price named in the Proposal Summary, which price shall constitute full compensation for Large Rock/boulder Relocation/modification including, excavation, roto-hammering, drilling, sliding, and all other labor, tools, equipment, materials and incidentals required to perform the Work.

SP 1.2.5 Two Sack Slurry Wall – 1ft wide (BP.5)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC) and as shown on the plans.

B. Measurement for this bid item will be per Lineal Foot.

C. Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Two Sack Slurry Wall – 1ft wide including excavation, slurry, disposal off-haul, finishing, and all other Work, labor, equipment and materials necessary to complete the Work.

SP 1.2.6 24 inch minus Rip Rap (BP.6)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC) and as shown on the plans.

B. Measurement for this bid item will be per Square Feet.

C. Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for 24 inch minus Rip Rap including, excavation, disposal, rock, placement, grading, and all other Work, labor, equipment and materials necessary to complete the Work.

SP 1.2.7 Creek Crossing Rockery Reconstruction (BP.7)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC) and as shown on the plans. Provide certifications for US steel.

B. Measurement for this bid item will be per Lump Sum.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Creek Crossing Rockery Reconstruction including excavation, native backfill as necessary, slurry, 14 handrail plates, concrete, disposal, off-haul, rock, and all other Work, labor, equipment and materials necessary to complete the Work.

SP 1.2.9 Rock-lined Ditch (BP.8)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC) and as shown on the plans.

B. Measurement for this bid item will be per Square foot.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Rock-lined Ditch including excavation, placement, grading, rock, and all other Work, labor, equipment and materials necessary to complete the Work.

SP 1.2.10 Plantmix Bituminous Pavement Type 3 Aggregate, PG 64-22
w/Lime 3 inches thick on 6 inches
Type 2 Aggregate Base (BP.9)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans.

B. Measurement for this bid item will be per Square Foot.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and installing bituminous pavement, tack coat, aggregate base, including sawcutting, removal of exist pavement, disposal, excavation, subgrade preparation, base grade preparation, sterilant, compaction, fog seal and all other labor, tools, equipment, materials and incidentals required to perform the Work

SP 1.2.11 Plantmix Bituminous Pavement Type 3 Aggregate, PG 64-22
w/Lime 3 inches thick (BP.10)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans.

B. Measurement for this bid item will be per Square Foot.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and installing bituminous pavement, tack coat, including sawcutting, removal of exist pavement, disposal, excavation, base grade preparation, sterilant, compaction, fog seal and all other labor, tools, equipment, materials and incidentals required to perform the Work

SP 1.2.12 15 inch Diameter CMP w/ FES & Rip Rap (BP.11)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans. Provide certifications for US steel.

B. Measurement for this bid item will be per Lump Sum.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for 15 inch Diameter CMP w/ FES & Rip Rap including excavation, grading, cmp, flared end sections, filter fabric, rock, bedding, compaction, disposal and all other labor, tools, equipment, materials and incidentals required to perform the Work

SP 1.2.13 Pathway Signs, poles and anchors (BP.12)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans. Provide certifications for US steel.

B. Measurement for this bid item will be per Lump Sum.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Pathway Signs, poles and anchors including excavation, disposal, concrete, and all other labor, tools, equipment, materials and incidentals required to perform the Work

SP 1.2.14 4 inch Yellow Striping (BP.13)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans.

B. Measurement for this bid item will be per linear foot.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for 4 inch Yellow Striping including paint, preparation, and all other labor, tools, equipment, materials and incidentals required to perform the Work

SP 1.2.15 Removable Bollard (BP.14)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans. Provide certifications for US steel.

B. Measurement for this bid item will be per Each.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Removable Bollard including excavation, disposal, steel, concrete, paint, and all other labor, tools, equipment, materials and incidentals required to perform the Work.

SP 1.2.16 Pole Gate (BP.15)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans. Provide certifications for US steel.

B. Measurement for this bid item will be per Each

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Pole Gate including excavation, preparation, assembly, paint, concrete, steel, compaction, sign, and all other labor, tools, equipment, materials and incidentals required to perform the Work.

SP 1.2.17 Straw Erosion Blanket w/ seed (BP.16)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans.

B. Measurement for this bid item will be per Square Foot.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Straw Erosion Blanket w/ seed including straw blanket, surface preparation, seed, staples and all other labor, tools, equipment, materials and incidentals required to perform the Work.

SP 1.2.18 Re-vegetation (BP.17)

A. Work under this bid item shall conform to applicable Sections of the (SSPWC), these technical specifications and as shown on the plans.

B. Measurement for this bid item will be per Square Foot.

C. Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for Re-vegetation including mulch, surface preparation, seed, fertilizer, and all other labor, tools, equipment, materials and incidentals required to perform the Work.

SC.5 CARSON CITY AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2007 (SSPWC):

Revision No. 1 Through Revision No. 5 - 2/14/2007
September 30, 2008

The Standard Specifications for Public Works Construction are hereby amended by adding, deleting or amending the following;

SC.5.1 AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART 1 GENERAL PROVISIONS

GENERAL PROVISIONS **100.00-1**

100.01.15 ENGINEER. **100.00-4**

Add the following sentences;

For Work performed under a Contract with Carson City, the Engineer shall be the Construction Manager.

For all other Work performed under a Carson City permit, the Engineer shall be the City Engineer.

Add the following subsection;

100.01.50 APPROVED. When referring to the approved Plans or approved Special Conditions, approved means as approved by the City Engineer.

100.20 BASE LINE, BENCH MARKS AND REFERENCE POINTS **100.00-11**

Delete the wording in it's entirety and substitute the following;

The Contractor shall retain a Nevada Licensed Professional Land Surveyor, and the Surveyor or his Subordinates shall stake out the horizontal and vertical positions of all the Work. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent Work and shall not take advantage of any errors found on the Plans.

100.33 PROTECTION OF PERSON AND PROPERTY. **100.00-15**

Add the following sentence;

Any damages to Carson City facilities or utilities shall be immediately repaired by the Contractor at his own expense or by City personnel, as directed by the Engineer, and the Contractor shall be responsible for reimbursing Carson City for any and all Work required to repair or replace damaged facilities or utilities.

100.41 PUBLIC SERVICE EQUIPMENT. 100.00-17

Modify the 1st paragraph;

Add the words "unless otherwise shown on the approved Plans or specified in the approved Special Conditions" to the end of the 2nd sentence.

Add the following sentences to the end of the 2nd paragraph;

Any damages to Carson City facilities or utilities shall be immediately repaired by the Contractor at his own expense or by City personnel, as directed by the Engineer, and the Contractor shall be responsible for reimbursing Carson City for any and all Work required to repair or replace damaged facilities or utilities. Sewer service laterals are owned, operated and maintained by the property owner, and are not marked as a utility by Carson City.

PART 3 CONSTRUCTION METHODS

CLEARING AND GRUBBING 300.00-1

300.04 PROTECTION OF UTILITIES AND UNDERGROUND FACILITIES.

Add the following sentence;

Any damages to Carson City facilities or utilities shall be immediately repaired by the Contractor at his own expense or by City personnel, as directed by the Engineer, and the Contractor shall be responsible for reimbursing Carson City for any and all Work required to repair or replace damaged facilities or utilities.

TRENCH EXCAVATION AND BACKFILL 305.00-1

305.01 DESCRIPTION.

Add the following;

Prior to commencing with any excavation the Contractor shall comply with and complete all the requirements set forth in Subsection 305.30-"Potholing" of these Specifications.

305.11 WATER DENSIFIED BACKFILL.

305.00-5

Delete the wording in its entirety and substitute the following;

Water densified backfill shall not be allowed.

COMPOSITION OF MIXTURES 337.00-1

337.08 SLURRY BACKFILL.
337.00-7

337.08.01 COMPOSITION OF MIXTURES.

Add the following after the 2nd paragraph;

Wall or encasement slurry backfill shall be Type B (Non-Excavatable) with a minimum Compressive Strength at 28 days (psi) of 300 and meet the requirements of Table 337.08.01-I.

SC.6 Additions to the Technical Specifications

SC.6.1 Straw Erosion Control Blanket
Erosion control blanket shall be either AEC Premier double net blanket by American Excelsior or S2000 Double Net Straw Blanket by Enviroscape or equivalent.

SC.6.2 Granular Soil Sterilant
Soil sterilant shall be granular that gives complete soil sterilization for a year or more. Use under asphalt concrete only. Sterilant shall be "Noxall" by Lilly Miller or containing similar herbicides such as bromacil. Misty 2 plus 2 by Amrep, Inc., or Perma-Gram by Chenco Industries, Inc. are acceptable.

SC.7 AMENDMENTS TO TECHNICAL SPECIFICATIONS:

The Technical Specifications are hereby amended:

SC.7.1 Document No. 4001 (7/25/01)

CONCRETE STRUCTURES:

Revise paragraph 3.1 to read as follows: "Concrete mix designs shall be prepared and submitted for approval of all classes of concrete to be used on Project per Section 337, "Composition of Mixtures" of the Standard Specifications."

Revise paragraph 6.3.3.1 to read as follows: "All concrete exposed to freeze-thaw environments shall meet the requirements of Section 337.10.01.01, "Portland Cement Concrete Exposed to Freeze-Thaw Cycles" of the Standard Specifications."

Aggregates for all concrete shall be Size No. 467 per the requirements of Subsection 200.05.03, 'COARSE AGGREGATES,' of the Standard Specifications.

SC.7.2 Document No. 4007 (3/16/06)

ASPHALT CONCRETE PAVEMENT:

10.20.1 Asphalt Concrete; paragraph 3

Revise to read as follows:

"A tack coat of SS-1h asphalt emulsion shall be applied to all vertical asphalt or concrete joint surfaces prior to the placement of plantmix bituminous pavement, per Section 316 of the Standard Specifications."

10.20.1 Asphalt Concrete, paragraph 6

Revise the first sentence to read as follows:

"A fog seal coat of SS-1h asphalt emulsion, diluted 50-50 with water, shall be applied to completed asphalt surfaces as directed in the Drawings."

10.20.1 Asphalt Concrete,

Add the following:

Work under this section shall conform to the following specification:

Spreading and Finishing. Place each course of the Plantmix bituminous surface full width. Any portion of the course may be advanced only to the extent of one day's operation before beginning Work on a succeeding width. Complete course to its full plan width before any general longitude advancement beyond the width first placed. Bring all portions of the course to as near the same point as practicable before suspending paving operations for more than one day, unless otherwise ordered. Dump and spread the hot mix asphalt on the prepared surface with the spreading and finishing machine. A windrow

pick-up machine capable of removing and loading all of the mixture deposited on the roadbed into the spreading and finishing machine is required for placing asphalt concrete pavement on Stewart Street. Do not turn hauling equipment in areas where such turning may result in tearing, gouging or distortion of the edges of a previously laid pad of bituminous material. Immediately discontinue any turning causing such damage, and repair. Lay the mixture upon an approved surface, spread, strike off to grade and elevation established. Use bituminous pavers to distribute the mixture either over the entire width or over such partial width as may be practicable. Regulate the forward rate of travel of the paving machine(s) to a speed dependent upon the capacity of the mixing plant to furnish the mixture. Move the machine(s) at a uniform rate with a minimum amount of stopping.

Work under this section shall conform the following specification. The side streets shall meet the requirements for the light traffic and Stewart Street shall meet the requirements of heavy traffic.

STS Table 1.14BIII-1
Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids
Light Traffic Conditions *(see Note 4)*

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory, and the Contractor.

	Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8)		Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
			1”	1-1/2”	Sand Seal	Slurry Seal	Sand Blotter		100%	90%	50%
WEARING	≥ 96	<2					X (A)			X(A)	X
		≥2 & ≤ 7							X		
		>7 & ≤ 10			X	X				X	
		> 10		X	X(A)	X(B)		X			X(A,
	< 96 & ≥ 93	≥ 4 & ≤ 7								X	
		>7 & ≤ 10		X							X
		> 10		X(A)				X			X(A)
	< 93							X			
NON-WEARING	≥ 96	<2								X	X
		≥2 &≤ 7							X		
		>7 & ≤ 10								X	
		> 10	X								X
	<96 & ≥ 93	≥4 & ≤ 7								X	
		>7 & 10	X								X
		> 10		X				X			X(A)
	< 93							X			

Notes:

1. Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the RTC Project Manager on each specific project.
2. Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
3. See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - “Guideline for Job Mix Formula and Marshall Properties,” for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
4. Traffic classifications:
   Light Traffic conditions resulting in a Design ESAL $<10^4$
   Medium Traffic conditions resulting in a Design ESAL between 10^4 and 10^6
   Heavy Traffic conditions resulting in a Design ESAL $>10^6$
   For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.
5. The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - “Inspection and Testing,” of the Standard Specifications, Subsection 336.03.04 - “Asphalt Concrete”.

6. Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete"
7. Increase total pavement thickness by the indicated amount using approved mix.
8. Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

STS Table 1.14BIII-2
Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids
Medium & Heavy Traffic Conditions *(see Note 4)*

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory and the Contractor.

	Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8)	Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
			+1½"	Sand Seal	Slurry Seal	Chip Seal		100%	90%	50%
WEARING	≥ 96	<3					X		X	X
		≥3 & ≤ 8						X		
		>8 & ≤ 11		X	X	X			X	
		> 11	X				X			
	< 96 & ≥ 93	≥ 4 & ≤ 8	X				X		X	
		>8 & ≤ 11	X(A)			X(B)	X		X(A)	X(B)
		> 11	X(A)				X			X(A)
	< 93						X			
NON-WEARING	≥ 96	<3					X		X	X
		≥3 & ≤ 8						X		
		>8 & ≤ 11							X	
		> 11	X				X			X
	<96 & ≥ 93	≥4 & ≤ 8							X	
		>8 & ≤ 11	X							X
		> 11	X(A)				X			X(A)
	< 93						X			

Notes:

1. Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the Engineer on each specific project.
2. Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
3. See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - "Guideline for Job Mix Formula and Marshall Properties," for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
4. Traffic classifications:

Light Traffic conditions resulting in a Design ESAL $<10^4$
Medium Traffic conditions resulting in a Design ESAL between 10^4 and 10^6
Heavy Traffic conditions resulting in a Design ESAL $>10^6$

For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.

5. The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - "Inspection and Testing," of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".

6. Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
7. Increase total pavement thickness by the indicated amount using approved mix.
8. Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

SC.8 State and Federal Permits

The contractor shall adhere to all requirements of the local, State, and Federal permits.

ndep
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
protecting the future for generations

STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

Jim Gibbons, Governor
Leo M. Drozdoff, P.E., Acting Director
Colleen Cripps, Acting Administrator

August 19, 2010

Ms. Kristine Hansen
U.S. Army Corps of Engineers
Sacramento District – Reno Office
300 Booth Street Rm 3060
Reno, NV 89509

Dear Ms. Hansen:

The Nevada Division of Environmental Protection (NDEP) grants 401 Water Quality Certification (NV401-10-078) for the Carson City Safe Routes Project which crosses Kings Canyon Creek near Mexican Ditch Flume in Carson City, Nevada. All BMPs must be properly installed and maintained throughout the project construction period to reduce impacts to water quality until all disturbed areas are stabilized. ***Photographs of BMPs must be submitted to this office within two weeks of their installation.*** If straw bales are selected as BMPs they should be certified as weed free.

Any modifications to original project submittal must be reviewed and approved by this office prior to implementation.

All conditions of NDEPs Temporary Authorization To Discharge Permit (Construction / Dewatering Permit) or any other permit issued by NDEP for the project must be followed.

This Section 401 Water Quality Certification is subject to the acquisition of all necessary local, regional, state and federal permits and approvals as required by law. Failure to meet any conditions of this 401 Water Quality Certification or the Temporary Authorization Permit (Construction/Dewatering Permit) or any other permit issued by NDEP for this project or any violation of NAC 445A may result in the revocation of this 401 Water Quality Certification.

If you have any questions, please contact me via email or at 687-9456.

Sincerely yours,

Jeanmarie Stone

Jeanmarie Stone
Environmental Scientist III
Bureau of Water Quality Planning

cc: Brian Doyal, Carson City Public Works
Jeryl Gardner, NDEP (TNEV2011305)

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

TEMPORARY
AUTHORIZATION TO DISCHARGE

In compliance with the provisions Chapter 445A of the Nevada Revised Statutes (NRS), the Permittee,

Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

for

Safe Routes to School Route 6 Phase 2

is authorized to operate heavy equipment and to work in waters of the State for installation of a water line, in accordance with the plans and information submitted to NDEP for the project located in:

Carson City, Nevada
Latitude 39° 09' 56" N, Longitude 119° 43' 17" W
Section 15, T15N R20E MDB&M

in waters named:

Kings Canyon Creek

in accordance with effluent limitations, monitoring requirements, and other conditions set forth in Parts I, II and III hereof.

This permit shall become effective on **June 1, 2011**.

This permit shall expire at midnight **November 30, 2011.**

Signed this 2nd day of March, 2011.

Jeryl R. Gardner, P.E.
Bureau of Water Pollution Control

PART I

I.A. EFFLUENT LIMITATIONS, MONITORING, AND CONDITIONS

Introduction: The Safe Routes to School –Route 6 Phase 2 project consists of the improvement of an existing dirt path which is used mostly by the students from Eagle Valley Middle School. The project will cross the Kings Canyon Creek over an existing culvert. At the Creek crossing the path will be paved with 3 inches of AC pavement over 6 inches of cement slurry above 24 inches of 1-inch to 4-inch rock over the existing reinforced concrete pipe. The area directly downstream of the crossing will have 6 inches of washed 1 inch to 3 inch rip rap (23 cu ft) placed to fill the existing creek bed flow line to the outlet elevation of the culvert. The creek will not require dewatering. Construction shall be completed using standard construction equipment such as backhoes, graders and compaction equipment. Project activities will occur in the summer and fall of 2011.

The Permittee requested a time reallocation of the original permit timeframes to reflect actual period of work. This request is granted and the original permit timeframes reflected on page one of the original permit are revised to reflect the request.

Best Management Practices (BMPs) will be used to minimize water quality impacts associated with the project.

I.A.1. **Effluent Limitations:** During the period beginning on the effective date of this permit and lasting until the permit expires, the Permittee is authorized to work in waters of the State in the subject areas of the project. Sediment and water management BMPs shall be implemented to prevent sedimentation and erosion as much as is practicable, in accordance with plans and information submitted to NDEP. Water quality management shall be such that the water quality in the project drainage shall not be degraded below natural conditions.

I.A.2. **Monitoring Requirements:** Project monitoring shall be conducted by means of a concise narrative report describing the project and a series of photos documenting the project activities as presented to NDEP, including the implementation of BMPs. The "before, during and after" photos, shall document the culvert installation and road construction activities, and BMP installations and removals. The photos shall be taken from established photo points. The photos, along with the narrative report of the project activities, shall be submitted to the Division by the 28th day of the month following expiration of the permit or conclusion of the project whichever is less.

I.A.3. **Specific Conditions:** For any heavy equipment used in the project areas within the Kings Canyon drainage (drainage), the operations shall be conducted in accordance with the plans information, the specifications submitted to the Division, and the following terms and conditions:

a. Any heavy equipment (backhoe, loader, dump truck, etc.) to be used in the project areas must be steam cleaned at least once before work in and near the

drainage. All equipment shall be inspected for leaks daily prior to use. All leaks shall be repaired immediately. All equipment fueling and storage of fuels shall be conducted at least 100 feet away from the subject drainage.

b. Best Management Practices (BMPs) shall be applied and precautions shall be taken to prevent and control releases of: debris, sediment, any transport of sediments, and to prevent and control erosion during the construction activities. Project BMPs shall be consistent with all applicable BMP manuals and handbooks.

c. A record shall be kept of each day's use of heavy equipment in the project areas.

d. Every precaution must be taken to maintain site stability and minimize disturbances to the area. Disturbed areas shall be returned to its natural state to the maximum extent practicable.

e. The Permittee, **Carson City Public Works Department,** bears the sole responsibility to ensure that the requirements of this temporary permit are fully satisfied.

I.A.4. **Documentation:** Documentation, in lieu of sampling, must be submitted as specified in Part I.A.2.

I.A.5. **Final Report:** The final narrative report with photos describing and documenting the results of the project's activities shall be submitted after the end of the permit. The report shall contain the original signature of the Engineer-In-Charge of the project. **The final report shall be received, at the address given below, by the 28th day of the month following project completion or permit expiration, whichever comes first.**

Nevada Division of Environmental Protection
Bureau of Water Pollution Control
ATTN: Compliance Coordinator
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701-5249

I.A.6. **Water Quality Standards:** There shall be no discharge of substances that would cause a violation of water quality standards of the State of Nevada.

I.A.7. **Sediment Discharge:** There shall be no discharge of sediment in other than trace amounts.

I.A.8. **Odors:** There shall be no objectionable odors generated in the conduct of this project.

I.A.9. **Authorized Project Activities:** There shall be no water management or rolling stock activities undertaken except those as authorized by this permit.

I.A.10. **Plan Approval:** The project elements/components/activities shall be constructed and or conducted in accordance with the plans submitted to and approved by the Division. The plans must be approved by the Division prior to the start of construction. **All changes to the approved plans must be approved by the Division.**

I.A.11. **Presumption of Possession and Compliance:** Copies of this permit, any subsequent modifications shall be maintained at the permitted project site at all times.

I.A.12. **Schedule of Compliance:** The Permittee shall achieve compliance with the permit limitations upon issuance of the permit.

I.B. MONITORING AND REPORTING

I.B.1. Monitoring

a. **Representative Samples:** Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

b. **Test Procedures:** Analyses shall be conducted by a "certified laboratory" using an "approved method of testing", as defined in NAC 445A.0564 and NAC 445A.0562, respectively.

c. **Recording the Results:** For each measurement or sample taken pursuant to the requirements of this permit, the Permittee shall record the following information:

i. The exact place, date, and time of sampling;
ii. The dates the analyses were performed;
iii. The person(s) who performed the analyses;
iv. The analytical techniques or methods used; and
v. The results of all required analyses, including reporting limits.

d. **Additional Monitoring by Permittee:** If the Permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in any calculation and/or reported value required by this permit. Such increased frequency shall also be indicated in required reports.

e. **Records Retention:** All records and information resulting from monitoring activities; the permit application; reporting required by this permit, including all records of analyses performed, calibration and maintenance of instrumentation, and recordings from continuous monitoring instrumentation shall be retained for a minimum of five (5) years or longer if required by the Administrator.

f. **Reporting Limits:** Unless otherwise allowed by the Division, the approved

method of testing selected for analyses shall have a reporting limit which is:

i. Half or less of the discharge limit; or, if there is no discharge limit,
ii. Half of less of the applicable water quality criteria; or, if there is no limit or criteria,
iii. The lowest reasonably obtainable limit using an approved test method.

g. **Modification of Monitoring Frequency and Sample Type:** After considering monitoring data, discharge flow, discharge frequency, and receiving water conditions, the Division and/or Administrator may, for just cause, modify the monitoring frequency and/or sample type by issuing an order to the Permittee.

h. **Definitions**

i. **30-day average discharge:** means the total discharge during a month divided by the number of samples in the period that the facility was discharging. Where less than daily sampling is required by this permit, the 30-day average discharge shall be determined by the summation of all the measured discharges divided by the number of samples during the period when the measurements were made.
ii. **Daily maximum:** is the highest measurement obtained during the monitoring period.
iii. **30-day average concentration:** means the arithmetic mean of measurements made during a month.
iv. **"Discrete" sample:** means any individual sample collected in less than 15 minutes.
v. **Composite sample:** flow rate composite means the arithmetic mean of no fewer than six individual measurements taken at equal time intervals for 24 hours, or for the duration of discharge, whichever is shorter. For other than flow rate a composite sample means a combination of no fewer than six individual flow-weighted samples obtained at equal time intervals for 24 hours, or for the duration of the discharge, whichever is shorter. Flow-weighted sample means that the volume of each individual sample shall be proportional to the discharge flow rate at the time of sampling.

I.B.2. **Reporting:** The only required reporting for this permit is a summary report at the end of the permit activities (see I.A.5. above).

a. **Monthly Reporting:** Not required in this permit. Permittee may submit monthly or more frequent narratives and photos during the permit life.

b. **Other Information:** Where the Permittee becomes aware of failure to submit any relevant facts in a permit application or has submitted incorrect information in a permit application or in any report to the Division, the Permittee shall promptly submit such facts or information.

c. **Planned Changes:** The Permittee shall give notice to the Division as soon as

possible of any planned physical alterations or additions to the permitted facility. Notice is required only when the alteration or addition to a permitted facility:

i. Could significantly change the nature or increase the quantity of pollutants discharged; or
ii. Results in a significant change to the Permittee's sludge management practice or disposal sites.

d. **Anticipated Noncompliance:** The Permittee shall give advance notice to the Administrator of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

e. **Submittal:** An original signed copy of these, and all other reports required herein, shall be submitted to the Division at the following address:

Division of Environmental Protection
Bureau of Water Pollution Control
ATTN: Compliance Coordinator
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701-5249

I.B.3. **Signatory Certification Required on Application and Reporting Forms:**

a. All applications, reports, or information submitted to the Administrator shall be signed and certified by making the following certification:

"I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

b. All applications, reports, or other information submitted to the Division shall be signed by one of the following:

i. A principal executive officer of the corporation (of at least the level of vice president) or his authorized representative who is responsible for the overall operation of the facility from which the discharge described in the application or reporting form originates;
ii. A general partner of the partnership;
iii. The proprietor of the sole proprietorship; or
iv. A principal executive officer, ranking elected official, or other authorized employee of the municipal, state, or other public facility.

c. **Changes to Authorization:** If an authorization under Part I.B.3. is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part I.B.3. must be submitted to the Administrator prior to or together with any reports, information, or applications to be signed by an authorized representative.

PART II

II.A. MANAGEMENT REQUIREMENTS

II.A.1. **Change in Discharge:** All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than, or at a level in excess of, that authorized shall constitute a violation of the permit.

Any anticipated facility expansions that will result in new, different, or increased discharges of pollutants must be reported by submission of a new application or, if such changes will not violate the effluent limitations specified in this permit, by notice to the permit issuing authority of such changes. Any changes to the permitted facility must comply with NAC 445A.283 to 445A.285. Pursuant to NAC 445A.263, the permit may be modified to specify and limit any pollutants not previously limited.

II.A.2. **Facilities Operation-Proper Operation and Maintenance:** The Permittee shall, at all times, maintain in good working order and operate as efficiently as possible all control facilities, collection systems, or pump stations installed or used by the Permittee to achieve compliance with the terms and conditions of this permit.

II.A.3. **Adverse Impact-Duty to Mitigate:** The Permittee shall take all reasonable steps to minimize releases to the environment resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. The Permittee shall carry out such measures, as reasonable, to prevent significant adverse impacts on human health or the environment.

II.A.4. **Noncompliance, Unauthorized Discharge, Bypassing, and Upset:**

a. Any diversion, bypass, spill, overflow, or discharge of wastewater from evaporation or conveyance facilities under the control of the Permittee is prohibited except as authorized by this permit. In the event the Permittee has knowledge that a diversion, bypass, spill, overflow, or discharge not authorized by this permit is probable, the Permittee shall immediately notify the Division by calling the Spill hotline at 775-687-9485 or 1-888-331-6337.

b. The Permittee shall notify the Administrator within twenty-four (24) hours of any diversion, bypass, spill, upset, overflow, or release of discharge other than that which is authorized by the permit, by calling the NDEP Spill Hotline at 1-

888-331-6337. The following shall be included as information which must be reported within 24 hours:

i. Any unanticipated bypass which exceeds any effluent limitation in the permit;
ii. Any upset which exceeds any effluent limitation in the permit; and
iii. Any violation of a limitation for any toxic pollutant or any pollutant identified as the method to control a toxic pollutant.

c. A written report shall be submitted to the Division within five (5) days of diversion, bypass, spill, overflow, upset, or discharge detailing the entire incident including:

i. Time and date of discharge;
ii. Exact location and estimated amount of discharge;
iii. Flow path and any bodies of water which the discharge contacts;
iv. The specific cause of the discharge; and
v. The preventive and/or corrective actions taken.

d. The Permittee shall report all instances of noncompliance not reported under Part II.A.4.c. at the time monitoring reports are submitted. The reports shall contain the information listed in Part II.A.4.c.

e. A "bypass" means the intentional diversion of waste streams from any portion of a facility.

i. Bypass not exceeding limitations: The Permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Parts II.A.4.a. and II.A.4.b.
ii. Anticipated bypass: If the Permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten (10) days before the date of bypass.

f. Bypass is prohibited, and the Division may take enforcement action against a Permittee for bypass, unless:

i. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
ii. There were no feasible alternatives to the bypass, such as the use of auxiliary evaporation facilities or maintenance during normal periods of equipment down time. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurs during normal periods of equipment downtime or preventative maintenance; and
iii. The Permittee submitted notices as required under Part II.A.4.e.

g. The Division may approve an anticipated bypass, after considering its adverse effects, if the Division determines that it will meet the three conditions listed in Part II.A.4.f.

h. An "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed facilities, lack of preventive maintenance, or careless or improper operation.

i. A Permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

   i. An upset occurred and the Permittee can identify the cause(s) of the upset;
   ii. The permitted facility was at the time being properly operated;
   iii. The Permittee submitted notice of the upset as required under Part II.A.4.e.; and
   iv. The Permittee complied with any remedial measures required under II.A.3.

j. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of Part II.A.4.i. are met.

k. In selecting the appropriate enforcement option, the Administrator shall consider whether or not the noncompliance was the result of an upset. The burden of proof is on the Permittee to establish that an upset occurred.

II.A.5. **Removed Substances:** Solids, sludges, filter backwash, or other pollutants removed in the course of control of process wastewaters shall be disposed of in a manner such as to prevent any pollution from such materials from entering any navigable waters.

II.A.6. **Safeguards to Electric Power Failure:** In order to maintain compliance with the effluent limitations and prohibitions of this permit the Permittee shall either:

a. Provide, at the time of discharge, an alternative power source sufficient to operate the wastewater control facilities; or

b. Halt or reduce all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.

II.B. RESPONSIBILITIES

II.B.1. **Right of Entry and Inspection:** The Permittee shall allow the Administrator and/or his authorized representatives, upon the presentation of credentials, to:

a. Enter, at reasonable times, upon the Permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit;

b. Have access to and copy any records required to be kept under the terms and conditions of this permit;

c. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations required in this permit; and

d. Perform any necessary sampling or monitoring to determine compliance with this permit at any location for any parameter.

II.B.2. **Transfer of Ownership or Control:** In the event of any change in control or ownership of facilities from which the authorized discharge emanates, the Permittee shall notify the succeeding owner or controller of the existence of this permit, by letter, a copy of which shall be forwarded to the Administrator. The Administrator may require modification or revocation and re-issuance of the permit to change the name of the Permittee and incorporate such other requirements as may be necessary. The Division shall approve all transfer of permits.

II.B.3. **Availability of Reports:** Except for data determined to be confidential under NRS 445A.665, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the office of the Administrator. As required by the Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in NRS 445A.710.

II.B.4. **Furnishing False Information and Tampering with Monitoring Devices:** Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained by the provisions of NRS 445A.300 to 445A.730, inclusive, or by any permit, rule, regulation, or order issued pursuant thereto or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the provisions of NRS 445A.300 to 445A.730, inclusive or by any permit, rule, regulation, or order issued pursuant thereto is guilty of a gross misdemeanor and shall be punished by a fine of not more than $10,000 or by imprisonment. This penalty is in addition to any other penalties, civil or criminal, provided pursuant to NRS 445A.300 to 445A.730, inclusive.

II.B.5. **Penalty for Violation of Permit Conditions:** NRS 445A.675 provides that any person who violates a permit condition is subject to administrative and judicial sanctions as outlined in NRS 445A.690 through 445A.705.

II.B.6. **Permit Modification, Suspension, or Revocation:** After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

a. Violation of any terms or conditions of this permit;

b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts;

c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge;

II.B.7. **Toxic Pollutants:** Notwithstanding Part II.B.6., if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the Permittee so notified.

II.B.8. **Liability:** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable Federal, State, or local laws, regulations, or ordinances.

II.B.9. **Property Rights:** The issuance of this permit does not convey any property rights, in either real or personal property, or any exclusive privileges, rights, or rights of access or easement; nor does it authorize any injury to private property, any invasion of personal rights, or any infringement of Federal, State, or local laws or regulations.

II.B.10. **Severability:** The provisions of this permit are severable, and if any provision of this permit or the application of any provisions of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

II.B.11. **Need to Halt or Reduce Activity Not a Defense:** The need to halt or reduce permitted activities in order to maintain compliance with the conditions of this permit shall not be a defense for a Permittee in an enforcement action.

II.B.12. **Duty to Provide Information:** The Permittee shall furnish to the Administrator, within a reasonable time, any relevant information which the Administrator may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The Permittee shall also furnish to the Administrator, upon request, copies of records required to be kept by this permit.

PART III

III.A. OTHER REQUIREMENTS

III.A.1. Signatures, certification required on application and reporting forms

a. **Certification:** All applications, reports, or information submitted to the

Administrator shall be signed and certified by making the following certification.
"I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

b. **Designated Signatory:** All applications, reports or other information submitted to the Administrator shall be signed by one of the following:

i. A principal executive officer of the corporation (of at least the level of vice president) or his authorized representative who is responsible for the overall operation of the facility from which the discharge described in the application or reporting form originates; or
ii. A general partner of the partnership; or
iii. The proprietor of the sole proprietorship; or
iv. A principal executive officer, ranking elected official or other authorized employee of the municipal, state or other public facility.

c. **Duly Authorized Representative:** All Discharge Monitoring Reports and any other information required by this permit or requested by the Administrator shall be signed by a person described in paragraph (b) of this section, or by a duly authorized representative of that person. A person is a duly authorized representative only if:

i. The authorization is made in writing by a person described in paragraph (a) of this section
ii The authorization specifies either an individual or a position having responsibility for environmental matters for the company, and
iii. The authorization is submitted to the Division.

d. **Changes to Authorization:** If an authorization under paragraph c. of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph b. of this section must be submitted to the Administrator prior to or together with any reports, information, or applications to be signed by an authorized representative.

III.A.2. **Holding Pond Conditions:** If any wastewater from the Permittee's facility is placed in ponds, such ponds shall be located and constructed so as to:

a. contain with no discharge the 25-year 24-hour storm at said location;

b. withstand with no discharge the 100-year flood of said location; and,

c. prevent escape of wastewater by leakage other than as authorized by this permit.

III.A.3. **Flow Rate Notification:** The Permittee shall notify the Administrator, by letter, not later than ninety (90) days after the 30-day average daily influent flow rate first equals or exceeds 85% of the design treatment capacity of the Permittee's facility given in Part I.A. above. The letter shall include:

a. The 30-day average daily influent flow rate;

b. The maximum 24-hour flow rate during the 30-day period reported above and the date the maximum flow occurred;

c. The Permittee's estimate of when the 30-day average influent flow rate will equal or exceed the design treatment capacity of the Permittee's facility;

d. A status report on the treatment works which will outline but not be limited to past performance, remaining capacity of the limiting treatment and disposal units or sites, past operational problems and improvements instituted, modifications to the treatment works which are needed to attain the permitted flow rate due to changing site specific conditions or design criteria; and

e. The Permittee's schedule of compliance to provide additional treatment capacity before the 30-day average daily influent flow rate equals the present design treatment capacity of the Permittee's facility.

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

October 6, 2010

Regulatory Division (SPK-2006-00645)

Brian Doyal
Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

Dear Mr. Doyal:

We are responding to your July 1, 2010, request for a Department of the Army permit for the Safe Routes to School - Route 6 Phase 2 project. This approximately 0.01-acre project involves activities, including discharges of dredged or fill material, in waters of the United States to pave an existing dirt path placing up to 0.9 cubic yards of washed rip rap in Kings Canyon Creek. The project is located in Kings Canyon Creek, Section 15, Township 15 North, Range 20 East, Mount Diablo Base Meridian, Latitude 39.16563°, Longitude -119.72158°, Carson City, Carson City County, Nevada.

Based on the information you provided and the drawings dated February 10, 2010, the proposed activity, resulting in impacts to approximately 0.01 acres of Kings Canyon Creek, is authorized by Nationwide Permit Number 18, *Minor Discharges*. Your work must comply with the general terms and conditions listed on the enclosed Nationwide Permit information sheets and the following special conditions:

Special Conditions

1. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register.

You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work.

This verification is valid for two years from the date of this letter or until the Nationwide Permit is modified, reissued, or revoked, whichever comes first. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and

conditions of this nationwide permit. Failure to comply with the General Conditions of this Nationwide Permit, or the project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2006-00645 in any correspondence concerning this project. If you have any questions, please contact Titus Roberson at our Reno Regulatory Field Office, 300 Booth Street, Room 3060, Reno, Nevada 89509, telephone 775-784-5305 or email *Titus.J.Roberson@usace.army.mil*. For more information regarding our program, please visit our website at *www.spk.usace.army.mil/regulatory.html*.

Sincerely,

Kristine S. Hansen
Senior Project Manager, Reno Field Office
Sacramento District

Enclosures

Copy furnished without enclosures:

Ms. Jean Stone, Nevada Division of Environmental Protection, Bureau of Water Quality and Planning, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249
Mr. Jeryl Gardner, Nevada Division of Environmental Protection, Bureau of Water Quality and Planning, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249

SAFE ROUTES TO SCHOOL
ROUTE 6 PATH IMPROVEMENTS - PHASE 2

CARSON CITY, NEVADA
PROJECT 1.0718

BOARD OF SUPERVISORS

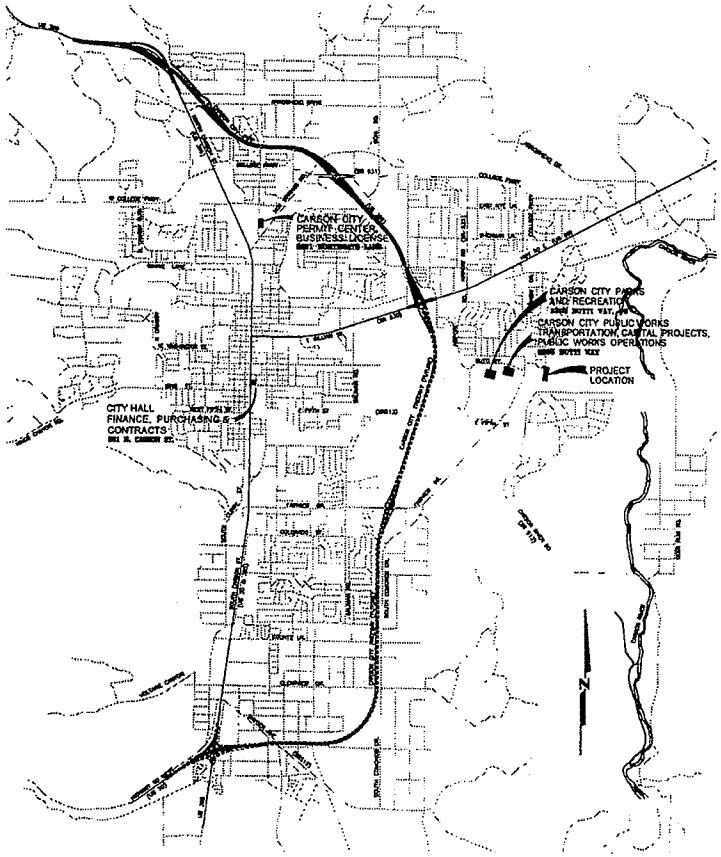
Marv Teixeira	Mayor
Robin Williamson	Supervisor
Shelly Aldean	Supervisor
Pete Livermore	Supervisor
Richard Staub	Supervisor
Alan Glover	City Clerk

DESIGNED FOR:

CARSON CITY PUBLIC WORKS DEPARTMENT
TRANSPORTATION/CAPITAL PROJECTS
3505 BUTTI WAY
CARSON CITY, NV 89701
887-2355

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2007 EDITION, AND THE STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION AS ADOPTED BY CARSON CITY.
2. ALL TRAFFIC CONTROL AND BARRICADING WITHIN CARSON CITY RIGHT-OF-WAY SHALL CONFORM TO SECTION 100.33, 332.04 AND 332.05 OF THE STANDARD SPECIFICATIONS, PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, AND THE UNR T2 CENTER TEMPORARY TRAFFIC CONTROL GUIDELINES LATEST EDITION. NO STREET CLOSURES WILL BE ALLOWED WITHOUT PRIOR APPROVAL OF A TRAFFIC CONTROL PLAN BY THE CONSTRUCTION MANAGER.
3. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT ("CALL BEFORE YOU DIG") AT 1-800-227-2600 AT LEAST 2 WORKING DAYS PRIOR TO START OF CONSTRUCTION, AND COMPLY WITH THE REQUIREMENTS OF NAC CHAPTER 455 - EXCAVATION AND DEMOLITIONS.
4. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. IT SHALL BE THE CONTRACTORS' RESPONSIBILITY TO VERIFY THESE LOCATIONS AT THE PROPOSED POINTS OF CONNECTIONS AND IN AREAS OF POSSIBLE CONFLICT WITH NEW UTILITY INSTALLATION, PRIOR TO BEGINNING CONSTRUCTION. POTHOLING IS REQUIRED. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES BETWEEN THE CONDITIONS EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, HE SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
5. THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS. THE DUTIES OF THE ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.
6. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
7. THE CONTRACTOR SHALL CALL THE CARSON CITY CONSTRUCTION MANAGER (887-2355) AT LEAST 2 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
8. MODIFICATIONS TO THE APPROVED PLANS REQUIRES REVIEW AND APPROVAL BY CARSON CITY PROJECT ENGINEER. WORK PERFORMED WITHOUT WRITTEN APPROVAL BY THE PROJECT ENGINEER WILL REQUIRE REMOVAL AT THE CONTRACTORS EXPENSE.
9. THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.
10. PLAN APPROVAL SHALL EXPIRE ONE YEAR FROM DATE OF APPROVAL UNLESS CONSTRUCTION HAS BEEN INITIATED. (CCMC 12.08.180F.12.01.1400)



VICINITY MAP
N.T.S.

SHEET INDEX

1	TITLE SHEET
2	SHEET INDEX
3	PLAN & PROFILE STA "E" 1+00 to STA "E" 9+72.62
4	PLAN & PROFILE STA "T" 200+00 to STA "T" 204+77
5	SECTIONS
6	SECTIONS
7	CONSTRUCTION DETAILS

REVIEWED FOR CITY REQUIREMENTS:

JEFF SHARP, P.E. - DEPUTY CITY ENGINEER DATE

KEN ARNOLD, - PUBLIC WORKS OPERATIONS MANAGER DATE

PARKS AND RECREATION DEPARTMENT DATE

PRELIMINARY
FOR REVIEW ONLY
90% SUBMITTAL
DATE: 04-06-10

APPLICATION NO. *

DESIGNED BY: SD
DRAWN BY: SD
CHECKED BY: AF
CTPD NO.: 1-0718(PHASE2)
SCALE (HORIZ): NA
SCALE (VERT): NA
PLOT DATE: APR. 06, 2010

CARSON CITY
PUBLIC WORKS DEPARTMENT
3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2112

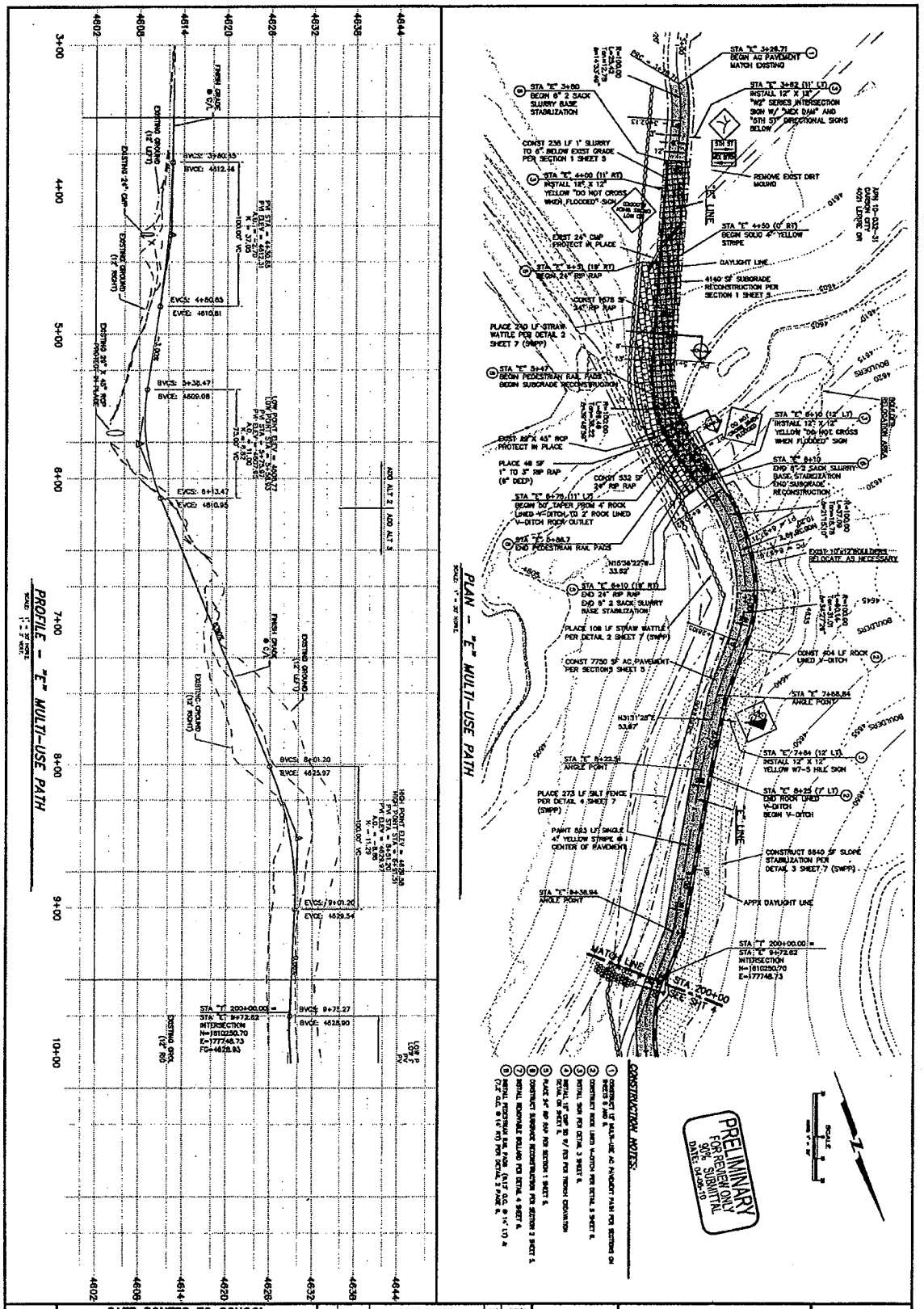
REV	DATE	DESCRIPTION	BY	APP'D

90% PLANS - NOT FOR CONSTRUCTION

SAFE ROUTES TO SCHOOL
ROUTE 6 PATH IMPROVEMENTS - PHASE 2
PROJECT No. 1.0718

TITLE SHEET

SHEET 1 OF 7



SAFE ROUTES TO SCHOOL
ROUTE 6 PATH IMPROVEMENTS - PHASE 2
PROJECT No. 1.0718

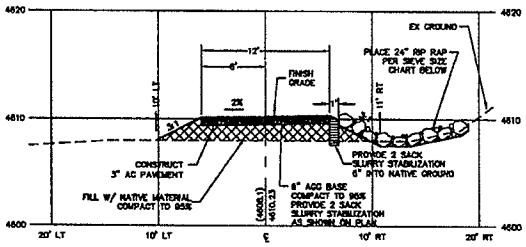
PLAN & PROFILE
STA "E" 1+00 to STA "E" 9+72.62

SHEET 3 OF 7

REV.	DATE	DESCRIPTION	BY	APP'D

CARSON CITY
PUBLIC WORKS DEPARTMENT
3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2112

DESIGNED BY: BO
DRAWN BY: BO
CHECKED BY: RF
DWG NO.: 1-0718sh2851
SCALE (HORIZ): AS SHOWN
SCALE (VERT): AS SHOWN
PLOT DATE: APR 06, 2010



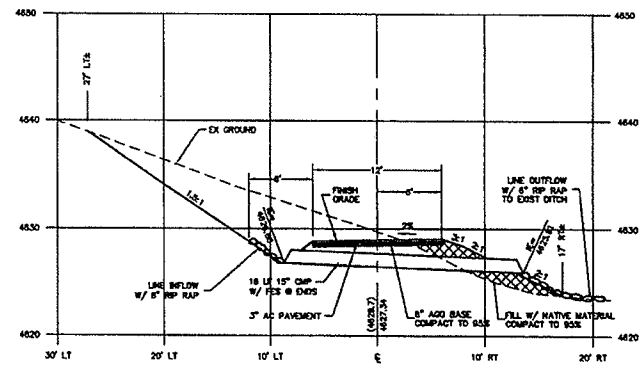
24" RIP RAP SIEVE SIZES PERCENTAGE BY WEIGHT	
24"	100%
8"	50%
4"	25%
1"	10%

PATH SECTION STA "E" 5+00 (1/5)

SCALE HORIZ 1"=6'
VERT: 1"=6'

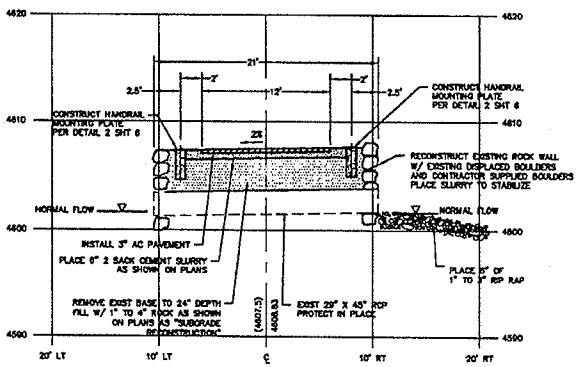
NOTE:

CONTRACTOR TO PLACE AN EPA APPROVED STERILANT IN THE TOP COURSE OF AGG BASE UNDER AC PAVEMENT AND IN EQUESTRIAN AND FOOT PATHS. CONSTRUCTION METHODS SHALL APPLY STERILANTS ONLY WITHIN THE PATH BOUNDARY INSURING THAT STERILANT SHALL NOT REACH/CONTAMINATE ADJACENT WATERWAYS. CONTRACTOR SHALL OBTAIN APPROVAL OF MATERIALS AND CONSTRUCTION PRACTICES FROM CARSON CITY CONSTRUCTION MANAGER PRIOR TO PLACING STERILANT.



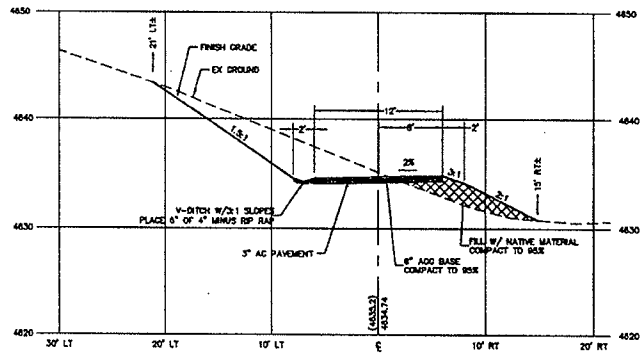
PATH SECTION STA "T" 200+00 (3/5)

SCALE HORIZ 1"=6'
VERT: 1"=6'



PATH SECTION STA "E" 5+68 (2/5)

SCALE HORIZ 1"=6'
VERT: 1"=6'



PATH SECTION STA "T" 201+00 (4/5)

SCALE HORIZ 1"=6'
VERT: 1"=6'

PRELIMINARY
FOR REVIEW ONLY
90% SUBMITTAL
DATE: 04-06-10

DESIGNED BY: BD
DRAWN BY: BD
CHECKED BY: RF
DWG NO.: 1-07718-2011
SCALE (HORIZ): AS SHOWN
SCALE (VERT): AS SHOWN
PLOT DATE: APR. 06, 2010

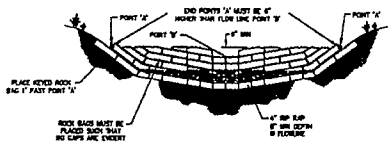
CARSON CITY
PUBLIC WORKS DEPARTMENT
3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2112

REV	DATE	DESCRIPTION	BY	APP'D

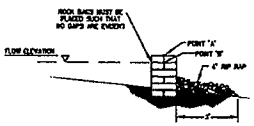
SAFE ROUTES TO SCHOOL
ROUTE 6 PATH IMPROVEMENTS - PHASE 2
PROJECT No. 1-07718

SECTIONS

SHEET 5 OF 7



VIEW LOOKING UPSTREAM



SIDE VIEW

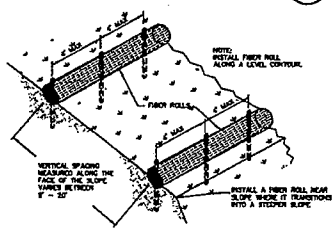
NOTES:

1. ROCK BAG SILT BARRIER SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. PLACE ROCK BAG SUCH THAT OPENINGS ARE NOT FACING UPSTREAM NO GAPS ARE EVIDENT BETWEEN BAGS.
3. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY, 6" MAXIMUM RECOMMENDED SEDIMENT STORAGE HEIGHT.
4. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
5. ROCK BAG CHECK DAM SHALL BE PAID FOR UNDER THE STORM WATER PROTECTION BID ITEM.

ROCK BAG CHECK DAM

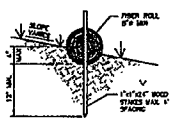
NOT TO SCALE

1/7



TYPICAL FIBER ROLL INSTALLATION

N.T.S.



ENTRENCHMENT DETAIL

N.T.S.

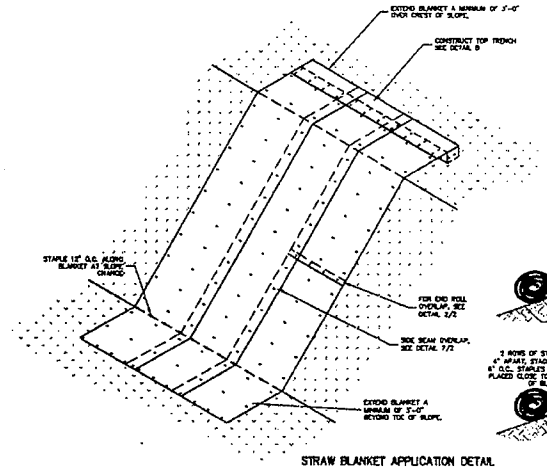
NOTES:

1. INSPECT AND REPAIR WATTLES AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY, 4" MAXIMUM RECOMMENDED SEDIMENT STORAGE HEIGHT.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. STRAW WATTLES W SHALL BE PAID FOR UNDER THE STORM WATER PROTECTION BID ITEM.

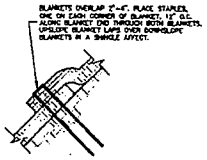
STRAW WATTLES

NOT TO SCALE

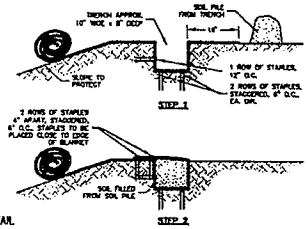
2/7



STRAW BLANKET APPLICATION DETAIL



DETAIL A – BLANKET OVERLAP



DETAIL B – TOP TRENCH DETAIL

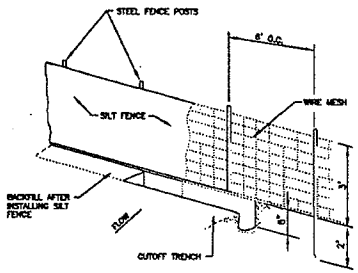
NOTES:

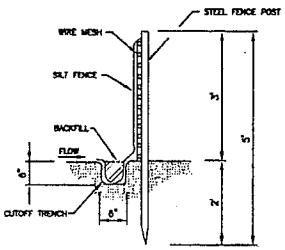
1. GRADE, DISK AND PREPARE SEEDBED. PLACE TOPSOIL AMEND SOIL, FERTILIZE AND SOW SEED (GREAT BASIN MIX) AS DIRECTED BY ENGINEER.
2. WHEN PLACING BLANKETS OR LONG SLOPES/300HILLS UNROLL FROM TOP OF HILL IF POSSIBLE. STAPLE CENTER OF ROLL FIRST THEN WORK OUT FROM CENTER.
3. WHEN PLACING BLANKETS ON SIDE SLOPES OF DITCHES AND CHANNELS BLANKETS ARE TO BE INSTALLED HORIZONTALLY STARTING AT THE HIGH FLOW LINE AND WORKING UPSTREAM AND UPHILL. OVERLAPS SHALL BE 6 TO 8 INCHES.
4. PLACE STAPLES AT 12" SPACING AT THE TOP AND BOTTOM EDGES AND 24" SPACING AT SIDE EDGES AND MIDDLE OF BLANKET. PLACE STAPLES AT 12 INCHES BELOW HIGH FLOW LINES.
5. SLOPED SOIL STABILIZATION SHALL BE PAID FOR UNDER THE STORM WATER PROTECTION BID ITEM.

SLOPED SOIL STABILIZATION

NOT TO SCALE

3/7





NOTES:

1. THE CONTRACTOR MAY USE MANUFACTURED SILT FENCING IN LIEU OF THE ABOVE, SUBJECT TO SUBMITTAL OF MANUFACTURER'S DATA SHEETS TO THE ENGINEER FOR APPROVAL.
2. SILT FENCE SHALL BE PAID FOR UNDER THE STORM WATER PROTECTION BID ITEM.

SILT FENCE

NOT TO SCALE

4/7

PRELIMINARY
FOR REVIEW ONLY
90% SUBMITTAL
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REV	DATE	DESCRIPTION	BY	APP'D

DESIGNED BY: BD
DRAWN BY: BD
CHECKED BY: DF
DWG NO. 1-07118ab2551
SCALE (HORIZ): AS SHOWN
SCALE (VERT): AS SHOWN
PLOT DATE: 2010_06_2010

CARSON CITY
PUBLIC WORKS DEPARTMENT
3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2112

SAFE ROUTES TO SCHOOL
ROUTE 6 PATH IMPROVEMENTS – PHASE 2
PROJECT No. 1-07118

CONSTRUCTION DETAILS

SHEET 7 OF 7

U S Army Corps of Engineers
Sacramento District

Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide Permits - March 19, 2007 includes corrections of May 8, 2007 and addition of regional conditions December 2007

18. Minor Discharges. Minor discharges of dredged or fill material into all waters of the United States, provided the activity meets all of the following criteria.

(a) The quantity of discharged material and the volume of area excavated do not exceed 25 cubic yards below the plane of the ordinary high water mark or the high tide line;

(b) The discharge will not cause the loss of more than 1/10 acre of waters of the United States; and

(c) The discharge is not placed for the purpose of a stream diversion.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if:

(1) The discharge or the volume of area excavated exceeds 10 cubic yards below the plane of the ordinary high water mark or the high tide line, or

(2) the discharge is in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

A. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

☐ **1. Navigation.**

☐ (a) No activity may cause more than a minimal adverse effect on navigation.

☐ (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

☐ (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

☐ **2. Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

☐ **3 Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

☐ **4. Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

☐ **5. Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

☐ **6. Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

☐ **7. Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

☐ **8. Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

☐ **9. Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

☐ **10. Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

☐ **11. Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

☐ (d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

☐ (e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

☐ **19. Designated Critical Resource Waters.** Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

☐ (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

☐ (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

☐ **20 Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

☐ (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

☐ (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

☐ (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

☐ (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

☐ (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

☐ (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

☐ (2) Forty-five calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

☐ (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

☐ (1) Name, address and telephone numbers of the prospective permittee;

☐ (2) Location of the proposed project;

☐ (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

☐ (4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

☐ (5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

☐ (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

☐ (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

☐ (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

☐ (d) Agency Coordination:

☐ (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

☐ (2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district

both temporary and permanent, to waters of the United States;

b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and size (in acreage) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the high tide line should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation; and

c. Pre-project color photographs of the project site taken from designatedlocations documented on the plan drawing.

2. The permittee shall complete compensatory mitigation required by special conditions of the NWP verification before or concurrent with construction of the authorized activity, except when specifically determined to be impracticable by the Sacramento District. When project mitigation involves use of a mitigation bank or in-lieu fee program, payment shall be made before commencing construction.

3. The permittee shall record the NWP verification with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property against areas (1) designated to be preserved as part of mitigation for authorized impacts, including any associated covenants or restrictions, or (2) where structures such as boat ramps or docks, marinas, piers, and permanently moored vessels will be constructed in or adjacent to navigable waters (Section 10 and Section 404). The recordation shall also include a map showing the surveyed location of the authorized structure and any associated areas preserved to minimize or compensate for project impacts.

4. The permittee shall place wetlands, other aquatic areas, and any vegetative buffers preserved as part of mitigation for impacts into a separate "preserve" parcel prior to discharging dredged or fill material into waters of the United States, except where specifically determined to be impracticable by the Sacramento District. Permanent legal protection shall be established for all preserve parcels, following Sacramento District approval of the legal instrument.

5. The permittee shall allow Corps representatives to inspect the authorized activity and any mitigation areas at any time deemed necessary to determine compliance with the terms and conditions of the NWP verification. The permittee will be notified in advance of an inspection.

6. For NWPs 29, 39, 40, 42, 43, 44, and 46, requests to waive the 300 linear foot limitation for intermittent or ephemeral waters of the U.S. shall include an evaluation of functions and services provided by the waterbody taking into account the watershed, measures to be implemented to avoid and minimize impacts, other measures to avoid and minimize that were found to be impracticable, and a mitigation plan for offsetting impacts.

7. Road crossings shall be designed to ensure fish passage, especially for anadromous fisheries. Permittees shall employ bridge designs that span the stream or river, utilize pier or pile supported structures, or involve large bottomless culverts with a natural streambed, where the substrate and streamflow conditions approximate existing channel conditions. Approach fills in waters of the United States below the ordinary high water mark are not authorized under the NWPs, except where avoidance has specifically been determined to be impracticable by the Sacramento District.

8. For NWP 12, clay blocks, bentonite, or other suitable material shall be used to seal the trench to prevent the utility line from draining waters of the United States, including wetlands.

9. For NWP 13, bank stabilization shall include the use of vegetation or other biotechnical design to the maximum extent practicable. Activities involving hard-armoring of the bank toe or slope requires submission of a PCN per General Condition 27.

10. For NWP 23, the PCN shall include a copy of the signed Categorical Exclusion document and final agency determinations regarding compliance with Section 7 of the Endangered Species Act, Essential Fish Habitat under the Magnussen-Stevens Act, and Section 106 of the National Historic Preservation Act.

11. For NWP 44, the discharge shall not cause the loss of more than 300 linear feet of streambed. For intermittent and ephemeral streams, the 300 linear foot limit may be waived in writing by the Sacramento District. This NWP does not authorize discharges in waters of the United States supporting anadromous fisheries.

12. For NWPs 29 and 39, channelization or relocation of intermittent or perennial drainage, is not authorized, except when, as determined by the Sacramento District, the relocation would result in a net increase in functions of the aquatic ecosystem within the watershed.

13. For NWP 33, temporary fills for construction access in waters of the United States supporting fisheries shall be accomplished with clean, washed spawning quality gravels where practicable as determined by the Sacramento District, in consultation with appropriate federal and state wildlife agencies.

14. For NWP 46, the discharge shall not cause the loss of greater than 0.5 acres of waters of the United States or the loss of more than 300 linear feet of ditch, unless this 300 foot linear foot limit is waived in writing by the Sacramento District.

15. For NWPs 29, 39, 40, 42, and 43, upland vegetated buffers shall be established and maintained in perpetuity, to the maximum extent practicable, next to all preserved open waters, streams and wetlands including created, restored, enhanced or preserved waters of the U.S., consistent with General Condition 20. Except in unusual circumstances, vegetated buffers shall be at least 50 feet in width.

16. All NWPs except 3, 6, 20, 27, 32, 38, and 47, are revoked for activities in histosols and fens and in wetlands contiguous with fens. Fens are defined as slope wetlands with a histic epipedon that are hydrologically supported by groundwater. Fens are normally saturated throughout the growing season, although they may not be during drought conditions. For NWPs 3, 6, 20, 27, 32, and 38, prospective permittees shall submit a PCN to the Sacramento District in accordance with General Condition 27.

2. Final Regional Conditions Applicable to All Nationwide Permits within Colorado

e. Removal of Temporary Fills. General Condition 13 (Removal of Temporary Fills) is amended by adding the following: When temporary fills are placed in wetlands in Colorado, a horizontal marker (i.e. fabric, certified weed-free straw, etc.) must be used to delineate the existing ground elevation of wetlands that will be temporarily filled during construction.

f. Spawning Areas. General Condition 3 (Spawning Areas) is amended by adding the following: In Colorado, all Designated Critical Resource Waters (see enclosure 1) are considered important spawning areas. Therefore, In accordance with General Condition 19 (Designated Critical Resource Waters), the discharge of dredged or fill material in not authorized by the following nationwide permits in these waters: NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50. In addition, in accordance with General Condition 27 (Pre-Construction Notification), notification to the District Engineer is required for use of the following nationwide permits in these waters: NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37 and 38".

g. Suitable Fill. In Colorado, use of broken concrete as fill material requires notification to the District Engineer in accordance with General Condition 27 (Pre-Construction Notification). Permittees must demonstrate that soft engineering methods utilizing native or non-manmade materials are not practicable (with respect to cost, existing technology, and logistics), before broken concrete is allowed as suitable fill. Use of broken concrete with exposed rebar is prohibited in perennial waters and special aquatic sites.

h. Invasive Aquatic Species. General Condition 11 is amended by adding the following condition for work in perennial or intermittent waters of the United States: If heavy equipment is used for the subject project that was previously working in another stream, river, lake, pond, or wetland within 10 days of initiating work, one the following procedures is necessary to prevent the spread of New Zealand Mud Snails and other aquatic hitchhikers:

(1) Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and keep the equipment dry for 10 days. OR

(2) Remove all mud and debris from Equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with either a 1:1 solution of Formula 409 Household Cleaner and water, or a solution of Sparquat 256 (5 ounces Sparquat per gallon of water). Treated equipment must be kept moist for at least 10 minutes. OR

(3) Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.) and spray/soak equipment with water greater than 120 degrees F for at least 10 minutes.

3. Final Regional Conditions for Revocation/Special Notification Specific to Certain Geographic Areas

i. Fens: All Nationwide permits, except permit Nos. 3, 6, 20, 27, 32, 38 and 47, are revoked in fens and wetlands adjacent to fens. Use of nationwide permit Nos. 3, 20, 27 and 38, requires notification to the District Engineer, in accordance with General Condition 27 (Pre-Construction Notification), and the permittee may not begin the activity until the Corps determines the adverse environmental effects are minimal. The following defines a fen:

> Fen soils (histosols) are normally saturated throughout the growing season, although they may not be during drought conditions. The primary source of hydrology for fens is groundwater. Histosols are defined in accordance with the U.S. Department of Agriculture, Natural Resources Conservation Service publications on Keys to Soil Taxonomy and Field Indicators of Hydric Soils in the United States (http://soils.usda.gov/technical/classification/taxonomy).

j. Springs: Within the state of Colorado, all NWPs, except permit 47 (original 'C'), require preconstruction notification pursuant to General Condition 27 for discharges of dredged or fill material within 100 feet of the point of groundwater discharge of natural springs. A spring source is defined as any location where groundwater emanates from a point in the ground. For purposes of this regional condition, springs do not include seeps or other discharges which do not have a defined channel.

4. Additional Information

The following provides additional information regarding minimization of impacts and compliance with existing general Conditions:

a. Permittees are reminded of the existing General Condition No. 6 which prohibits the use of unsuitable material. Organic debris, building waste, asphalt, car bodies, and trash are not suitable material. Also, General Condition 12 requires appropriate erosion and sediment controls (i.e. all fills must be permanently stabilized to prevent erosion and siltation into waters and wetlands at the earliest practicable date). Streambed material or other small aggregate material placed along a bank as stabilization will not meet General Condition 12. Also, use of erosion control mates that contain plastic netting may not meet General Condition 12 if deemed harmful to wildlife.

b. Designated Critical Resource Waters in Colorado. In Colorado, a list of designated Critical Resource Waters has been published in accordance with General Condition 19 (Designated Critical Resource Waters). This list will be published on the Albuquerque District Regulatory home page (http://www.spa.usace.army.mil/reg/)

means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete project: The term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a "single and complete project" is all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the

COMPLIANCE CERTIFICATION

Permit File Number: SPK-2006-00645

Nationwide Permit Number: NWP 18, *Minor Discharges*

Permittee: Brian Doyal
Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

County: Carson City

Date of Verification: October 6, 2010

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
Reno Regulatory Field Office
300 Booth Street, Room 3060
Reno, Nevada 89509
DLLS-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the Corps of Engineers.

* * * * * * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Signature of Permittee _____ Date _____

Technical Specifications

Doc. No. 1007

(7-15-03)

CLEARING AND GRUBBING

1. GENERAL:

1.1 The project site will be cleared and grubbed by the Contractor prior to the start of work. Any minor clearing and grubbing that may be required shall be completed as herein specified.

2. CLEARING:

2.1 Clearing shall consist of the felling, trimming and cutting into sections any on-site tree not designated to remain and the satisfactory disposal of those trees, other vegetation designated for removal, downed timber, snags, brush, fences, asphalt and rubbish occurring within the areas to be cleared. Cut off flush with or below the original ground surfaces trees, stumps, roots, brush and other vegetation in areas to be cleared; except for trees and vegetation indicated or directed to be left standing. Saw cut existing asphalt to the lines designated on the plans. Completely remove fencing not designated to remain.

3. GRUBBING:

3.1 Grubbing shall consist of the removal and disposal of roots larger than three (3) inches in diameter, matted roots, and designated stumps from the indicated grubbing areas. Excavate this material together with logs, organic and metallic debris, brush and refuse and remove to a depth of not less than three (3) inches below the original soil surface in areas indicated to be grubbed and in areas indicated as construction areas under this contract. Fill depressions made by grubbing with suitable material and compact to make the new surface conform with the existing adjacent surface of the ground.

4. DISPOSAL OF CLEARED AND GRUBBED MATERIALS:

4.1 All cleared and grubbed material will become the property of the Contractor, and will be disposed off-site at an approved disposal location at the Contractor's expense.

END OF DOCUMENT

Doc. No. 1008
(5-30-01)

EARTHWORK

1. **GENERAL:**
   1.1 Earthwork shall include all unclassified excavation and unclassified fill shown on the Plans. All work shall be per Section 303, Unclassified Excavation, and Section 304, Unclassified Fill, of the Standard Specifications.

2. **MATERIALS:**
   2.1 Onsite materials shall be re-arranged to accomplish the earthwork shown on the Plans. Imported material may be required to complete embankments.

END of DOCUMENT

Document No. 4001 CONCRETE STRUCTURES (4/21/08)

1. General:

This Technical Specification covers all concrete structures including but not limited to bridges, culverts, headwalls, wingwalls, catch basins, manholes, retaining walls, abutments, piers, footings, foundations and similar structures as shown on the Plans and as specified herein.

All work to be performed shall be per Section 311, “Concrete Structures and Masonry Construction” of the Standard Specifications and these Technical Specifications. Also refer to Document No. 4002 Concrete Formwork and Document No. 4003 Concrete Reinforcement, of these Technical Specifications.

Except where the provisions of these Specifications are more exacting, the work of this section shall comply with all applicable provisions of the latest edition of the appropriate specifications of the American Society for Testing & Materials (ASTM) and the provisions of the American Concrete Institute (ACI).

2. Submittals:

Contractor shall submit a mix design for approval for each class of concrete to be used in the Work at least two (2) weeks prior to anticipated placement or as specified in subsection 7.4 Shop Drawings and Quality Control Inspections of the General Conditions.

3. Designing & Proportioning Concrete:

Concrete mix designs shall be prepared and submitted for approval for all classes of concrete to be used on the Project per Section 337.10, “General Structural Use Portland Cement Concrete” of the Standard Specifications.

If concrete is to be pumped, provide separate mix designs for all classes of concrete to be pumped. Slump tests for pumped concrete shall be taken at truck or pump hopper.

Drying shrinkage shall not exceed the indicated values after a seven (7) day curing time and a twenty-eight (28) day drying time when tested in accordance with ASTM C 157.

Approval of the mix design by Construction Manager does not relieve Contractor from full compliance with the strength, shrinkage and other requirements of these Technical Specifications.

4. Sampling and Testing:

Testing and certification of the component materials shall be the responsibility of Contractor. Testing of the end product as placed in the work shall be the responsibility of Carson City.

Batch plant and field inspection will be performed by a testing laboratory selected and paid for by Carson City.

Sampling and/or testing of the in-place concrete necessitated by reasons of unsatisfactory test results from control cylinders will be performed at the expense of Contractor, unless such testing indicates that the concrete meets the Specifications, in which case Carson City shall pay the expense of the testing.

All sampling and testing of component materials shall be performed in accordance with the following standard methods:

5. Concrete:

Inspection and testing of concrete shall be performed per Section 336, “Inspection and Testing” of the Standard Specifications.

If the average strength of five (5) consecutive tests of standard-cured cylinders falls below required compressive strengths, Construction Manager shall have the right to order a change in the mix proportions for the remaining portions of the structure. If the average strength of the job-cured cylinders falls below the required strength, he may require tests in accordance with ASTM Methods of Securing, Preparing and Testing Specimens from Hardened Concrete for Compressive and Flexural Strengths (ASTM C 42), or under load tests to be made of the portions of the structure so affected.

Drying shrinkage tests will be made as directed by Construction Manager. Test specimens shall be taken in the field during construction as directed by Construction Manager to determine compliance with these Specifications. Drying shrinkage specimens shall be fabricated, cured, dried and measured as specified in ASTM Specifications C 157. Measurements shall be made and reported for seven (7), fourteen (14), twenty-one (21), and twenty-eight (28) calendar days of drying. The effective gauge length of the specimens shall be a minimum of ten (10) inches. Longer gauge lengths are acceptable. Specimen size shall be four inches by four inches (4" x 4"). Compression test specimens shall be taken in each case from the same concrete as used for preparing drying shrinkage specimens. These test specimens shall be considered as part of the normal test for the project.

Inspection of Reinforcing Steel and Concrete forms will be required before any concrete may be poured. Contractor shall give Construction Manager a minimum of twenty-four (24) hours advance notice of each concrete pour so arrangements can be made for inspection and testing. The testing laboratory or an authorized representative of Carson City shall be present during the placing of all concrete to monitor the quality and slump of the concrete and the workmanship of placing and finishing. The testing laboratory or authorized representative shall make all necessary slump tests and prepare all required cylinders.

6. Materials:

Materials for Portland Cement Concrete shall be per Section 200.05, “Aggregates for General Structural Use Portland Cement Concrete” and Section 202, “Cement and Related Materials” of the Standard Specifications.

6.1 Admixtures:

Any admixtures used shall conform to the appropriate requirements of ASTM Standards, and shall be approved by Construction Manager before being used. CALCIUM CHLORIDE OR OTHER ACCELERATING ADMIXTURES WILL NOT BE APPROVED UNDER ANY CIRCUMSTANCES.

6.1.1 Classes of Concrete:

The various concrete mix designs to be used are as follows:

6.2 Class “A” Concrete:

Class “A” concrete shall develop a minimum compressive strength of 3,250 pounds per square inch (psi) in twenty-eight (28) calendar days, combined mix shall weigh approximately 145 pounds per cubic foot (pcf) air dry, coarse aggregate shall be size No. 67 (3/4-inch maximum); 3-inch maximum slump, no admixtures required, maximum shrinkage equal to 0.065%.

6.3 Lightweight Class “LA” Concrete:

Lightweight concrete shall be Class “L.A.” per Section 311.21, “Lightweight Concrete Construction” of the Standard Specifications but shall develop a minimum compressive strength of 3,250 pounds per

square inch (psi) in twenty-eight (28) calendar days, with 3 inch maximum slump, coarse aggregate size No. 67 (3/4-inch maximum), maximum shrinkage equal to 0.055%.

6.4 Freeze - Thaw Environment Concrete:

All concrete exposed to freeze-thaw environments shall meet the requirements of Section 337.10.01.01, “Portland Cement Concrete Exposed to Freeze-Thaw Cycles”, of the Standard Specifications.

7. Execution:

7.1 Conduits and Other Embedded Items:

When electrical conduits, pipes or other items are embedded in the concrete, they shall be of such character and so located as not to reduce the strength of the construction. Conduits or pipes less than 3/4-inch in diameter will not be regarded as reducing the strength of the structure. The location of any other item embedded in the concrete shall be verified with Construction Manager.

8. Mixing and Placing Concrete:

8.1 Preparation of Equipment and Place of Deposit:

Before batching concrete, all equipment for mixing and transporting the concrete shall be cleaned, and all debris and ice shall be removed from the places to be occupied by the concrete. Forms shall be thoroughly wetted (except in freezing weather). The reinforcement shall be thoroughly cleaned of ice, dirt, rust, scale, or other coatings.

Water shall be removed from the place of deposit before concrete is placed. All laitance (green concrete) and other unsound materials shall be removed from hardened concrete before additional concrete is added. Laitance shall be removed by water jet or sand-blasting.

8.2 Mixing:

Ready-mixed concrete shall be mixed and delivered in accordance with Specifications for Ready-Mixed Concrete (ASTM C 94).

Job-mixed concrete will not be permitted under any circumstances.

Mixing equipment shall not be charged beyond its rated capacity; transit mix trucks loaded beyond their rated mixing capacities will not be permitted to discharge.

Plant and equipment for proportioning, mixing and conveying concrete shall be subject to Engineer's approval.

8.3 Conveying:

Equipment for cutting, pumping, pneumatically and conventionally conveying concrete shall be of such size and design as to ensure a practically continuous flow of concrete from the mixer to the place of final deposit without separation or loss of materials.

8.4 Placing:

Placing concrete shall be per Section 311.10, “Handling and Placing Concrete”, of the Standard Specification and these Technical Specifications. Concrete shall be deposited in the forms within one hour after the addition of the mixing water. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The placing of concrete shall be carried

on at such a rate that concrete is at all times plastic and flows readily into the spaces between the bars. No concrete that has been contaminated by foreign material shall be used.

Once placing is started, it shall be carried on as a continuous operation until placement of the panel or section is completed.

All concrete shall be thoroughly compacted by means of approved vibrators during the operation of placing and shall be thoroughly worked around reinforcement, embedded fixtures, and into the corners of the forms. Vibrators shall be used for consolidation of the concrete only, and care shall be taken to avoid excessive vibration. At least one spare vibrator shall be maintained on the job at all times during the placing of concrete.

Such surfaces as are to be finished shall be brought to proper grade, struck off and finished in a workmanlike manner. In the case of floor slabs, precautions must be taken to be sure that the total thickness shown on the Plans exists at all places. Care shall be taken to avoid excessive "jitter-bugging".

Contractor's superintendent in charge of the concrete work shall mark in ink on the Plans the time and the date of placing of concrete in the different members. These Plans shall be kept on file at the job until the completion of the structure, and shall be subject to the inspection of Construction Manager at all times.

8.5 Finishing of Formed Surfaces:

All finishing of structure concrete shall be per Section 311.14, “Surface Finishes” of the Standard Specifications.

8.6 Weather Protection:

8.6.1 Cold-Weather Requirements:

Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather. No frozen materials or materials containing snow or ice shall be used.

All reinforcement, forms, fillers and ground with which the concrete is to come in contact shall be free from snow and ice. Whenever the temperature of the surrounding air is below 40 degrees F., all concrete placed in the forms shall have a temperature of 45 degrees F. or higher after placement. Adequate means shall be provided for maintaining this temperature for five (5) calendar days. When high-early strength concrete is used, a temperature of at least 45 degrees F. shall be maintained for three (3) calendar days. In either case, any additional time necessary to ensure proper curing of the concrete shall be provided as directed by Construction Manager. The housing, covering, or other protection used in connection with curing shall remain in place and intact at least twenty-four (24) hours after the artificial heating is discontinued. No dependence shall be placed on salt or other chemicals for the prevention of freezing.

8.6.2 Hot Weather Requirements:

In hot weather, suitable precautions shall be taken to avoid drying of the concrete prior to finishing operations. Use of windbreaks, sunshades, fog sprays or other devices shall be provided as needed. Provision shall be made for maintaining concrete in a moist condition by means of mats, kraft paper, or plastic film with all edges sealed for a period of at least five (5) calendar days after placement.

Concrete deposited in hot weather shall not have a placing temperature that will cause difficulty from loss of slump, flash set, or cold joints. Concrete temperature shall be less than 75 degrees F., unless higher temperatures are permitted by Construction Manager.

9. Structure Backfill:

Structure backfill may not be placed against any structure until the concrete has gained 80% of the design strength, as determined by compressive strength tests.

END OF DOCUMENT 4001

Document 4002 CONCRETE FORMWORK (4/18/08)

1. General:

Formwork for concrete structures shall be per Section 311, “Concrete Structures and Masonry Construction” of the Standard Specifications and these Technical Specifications and as shown on the Plans.

All inserts, anchors, hangers, bolts, pipe sleeves, structural steel shapes, and other imbedded items shown on the Plans shall be installed under this section of the work.

All inserts, anchors hangers, bolts, etc., specified in conjunction with other trades shall be furnished and installed by the trade concerned and under the supervision of this Contractor.

2. Referenced Standards:

Construct and erect concrete formwork in accordance with applicable section of the following referenced standards and applicable construction safety regulations for the place of work:

ACI 318 and 2006 I. B. C. Section 1908 - Modifications to ACI 318.

ACI 318, Section 6.1 - Recommended Practice for Concrete Formwork.

Materials delivered to the job shall be stored and protected so that there will be no inclusion of foreign or undesirable matter and no exposure to any element which would reduce the useful properties of the material.

3. Materials:

Plywood for exposed surfaces shall be Douglas Fir plywood conforming to American Plywood Association requirements for B-B PLYFORM, Class I or II. Alternate equal form material shall be subject to approval by Engineer prior to use.

Lumber for forming foundation and other minor surfaces shall be Douglas Fir or equal.

Nails, spikes, lag bolts, through bolts, anchorages, etc., shall be sized as required to rigidly maintain formwork in place during concrete placement.

Form ties shall be a snap-off metal type designed such that no metal will remain within one and one quarter inch (1-1/4") of the finished concrete surface after ties are snapped.

Form release agent shall be colorless mineral oil or other agent which will not stain concrete or impair natural bonding or color characteristics of finished concrete coating.

Fillets for chamfered corners shall be one (1) inch by one (1) inch rigid foam plastic or clear pine furnished in maximum possible lengths.

4. Execution:

Contractor shall be responsible for the design of all forms and false work supports. The design of all forms shall insure that the various members are not stressed more than allowed by the International Building Code for the materials used.

Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Plans.

Care shall be taken to insure that forms are true to the required lines, grades, and surfaces so as to give a uniform, neat and workmanlike finish to all concrete surfaces. Form supports shall be of sufficient strength, properly braced, and on adequate foundations so that there shall be no settlings or distortion when the weight of the concrete is added. Forms for all concrete shall be of such strength and construction as to prevent any spread, shifting, or settling when concrete is deposited therein, and shall be tight enough to avoid any leakage or washing out of cement mortar from the concrete.

Arrange and assemble formwork to permit dismantling and stripping, so that concrete is not damaged during its removal.

Arrange forms to allow stripping without removal of principal shores, where and when these are required to remain in place.

Apply form release agent on formwork in accordance with manufacturer's recommendations. Apply prior to placing reinforcing steel, anchoring devices, and embedded items. Do not apply form release agent where concrete surfaces will receive finishes which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete, except in freezing weather.

Provide formed openings where required for pipes, conduits, sleeves, and other work to be embedded in and passing through concrete members.

Locate and set in place items which will be cast directly into concrete.

Coordinate work of other sections and cooperate with trade involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.

Install concrete accessories in accordance with manufacturer's recommendations; straight, level, and plumb. Ensure items are not disturbed during concrete placement.

All exposed concrete corners shall be chamfered three quarter (3/4) inch or tooled unless otherwise shown on the Plans.

When a concrete pour has been stopped for a sufficient length of time so that shrinkage or warp has separated the forms and the concrete, provisions shall be made to draw the forms into firm contact with the concrete before placing additional concrete. Care must be taken to prevent any shoulders or ledges being formed at a cold joint.

Shear keys shall be formed at junctions between floors and walls.

Forms to be reused shall be in good condition and shall be thoroughly cleaned before being used.

5. Tolerances:

The following maximum tolerance shall be allowed for form construction:

Deviation from horizontal and vertical lines respectively:

1/4 inch in 10 feet;

3/8 inch in 20 feet;

Deviation in cross sectional dimensions in thickness of slabs and walls; plus or minus 1/4 inch.

All other; plus or minus 1/2 inch.

Individual form members shall be sufficiently rigid so as to limit deflection between supports to not more than L/360.

6. Cleaning:

Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water drain. Close temporary ports or openings with tight fitting panels flush with inside face of forms, neatly fitted so that joints will not be apparent in exposed concrete surfaces.

Clean forms as erection proceeds to remove foreign matter. Remove cuttings, shavings, and debris within forms. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean out ports.

During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out completed forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

7. Form Removal:

Do not remove forms, shores, and bracing until concrete has gained sufficient strength to carry its own weight and construction loads which are liable to be imposed upon it. Verify strength of concrete by compressive test results.

Remove formwork progressively and in accordance with code requirements and so that no shock loads or unbalanced loads are imposed on the structure.

Loosen forms carefully. Do not wedge pry bars, hammers, or tools against concrete surfaces.

Remove forms not directly supporting weight of concrete as soon as stripping operations will not damage concrete.

END OF DOCUMENT 4002

Document No. 4007 ASPHALT CONCRETE PAVEMENT (3/16/06)

1. Asphalt Concrete:

Work under this section includes mixing, delivery, placement, trimming and compaction of plantmix asphalt concrete on a prepared aggregate base including tack coats and fog seal.

All work shall be performed in accordance with Sections 316, Tack Coat; 317, Seal coats; and 320, Plantmix Bituminous Pavement, of the Standard Specifications, except as modified herein.

A tack coat of SS-1h asphalt emulsion, diluted 50-50 with water, shall be applied to all vertical asphalt or concrete join surfaces prior to placement of plantmix bituminous pavement. The application rate shall be 0.10 to 0.15 gallons per square yard.

When more than one course of asphalt concrete is placed, the surface of the first course shall be treated with a tack coat of SS-1h asphalt emulsion, diluted 50-50 with water, applied at the rate of 0.05 to 0.10 gallons per square yard.

Type 3 Aggregate shall be used per Section 200.02.02, Plantmix and Roadmix Aggregate, of the Standard Specifications. Asphalt cement material shall be grade PG 62-22. The asphalt concrete shall be compacted to not less than 96% of its Marshall maximum density when compacted with 50 blows per side.

A fog seal coat of SS-1h asphalt emulsion, diluted 50-50 with water, shall be applied to all completed asphalt surfaces. The fog seal shall be applied at the rate of 0.06-0.08 gallons per square yard. Application shall not commence until at least twenty-four (24) hours after final rolling. The pavement temperature shall be at least 70 degrees F. at the time of application, and the ambient temperature shall be at least 50 degrees F.

2. Construction:

2.1 Bituminous Pavers:

The following shall be in addition to the requirements contained in Section 320.03.03, Pavers, of the Standard Specifications.

2.1.1 Automatic Controls:

Pavers placing the final lift of the plantmix bituminous pavement for any uniform roadway section shall be equipped with an automatic control system capable of operating in conjunction with either a ski type device of not less than 30 feet in length or a taut wire set to grade.

Contractor shall furnish all equipment required and shall install all stakes and wire required for the wire system. The automatic system shall be used for construction of the final lift.

END OF DOCUMENT 4007

Technical Specifications

REVEGETATION

1. General.

All areas disturbed during construction, supplemental access corridors, storage areas, staging areas, and construction areas shall be revegetated according to these specifications. Upon completion of grading and construction, and prior to revegetation, all areas to be revegetated will be inspected by the Construction Manager. The Contractor shall notify the Construction Manager at least five working days prior to initiation of revegetation work to schedule the required inspection. Final limits of seeding treatment areas will be staked in the field at that time. Revegetation treatments shall not be initiated without the approval of the Construction Manager.

Revegetation treatments shall be installed as per these specifications and the notes on the plan sheets and shall consist of, seeding, erosion blanket installation, and hydromulch application.

2. ***Seeding***

All areas disturbed during construction shall be seeded immediately upon completion of final grading. No further distrubance will be allowed on treatment areas upon completion of seeding and mulching.

1. **Seedbed Preparation**
Treatment areas shall be scarified or disked parallel to the slope contour to a minimum depth of four (4) to six (6) inches in preparation for seeding. Seedbed preparation shall <u>not</u> occur more than two days prior to seeding. The Contractor shall notify the Construction Manager not less than 48 hours in advance of any seeding, and shall not begin seeding until the prepared treatment areas have been approved. The Contractor shall provide the Construction Manager a written statement or site demonstration to verify that the seeding broadcast equipment has been calibrated to the specified application rates.

2. Seed

Seed shall be clean, new crop seed purchased pre-mixed on a *Pure Live Seed* basis. Large and small sized seed, as defined in Table 1 and Table 2 shall be ordered as separate mixes to be broadcast in separate applications. Seed shall be delivered to the site in original unopened containers bearing the dealer's guaranteed analysis and germination percentage, and shall meet the freedom from noxious weeds requirements as defined by the Nevada Department of Agriculture. No substitutions in the seed mixtures will be accepted without written approval from the Construction Manager.

Seed labels shall be removed from the seed sacks by the Construction Manager at the time of seeding. Seed labels will include documentation for each type of seed certifying that a recognized laboratory tested the seed within one year of the date of delivery. Certification shall include the following:

1. Name and address of testing laboratory.
2. Date of test.
3. Seed identification - Scientific and Variety names; Lot Number; Net Weight.
4. Test results showing the percentages of purity, germination, and weed content.
5. Certified weed-free seed.

Table 1. Seed Mixture for all Disturbances

SPECIES	PURE LIVE SEED POUNDS per ACRE	
	SMALL SEED MIXTURE	LARGE SEED MIXTURE
Elymus lanceolatus ssp. *lanceolatus* ‘Critana’ Thickspike Wheatgrass		3.0
Elymus lanceolatus ssp. *psammophilus* ‘Sodar’ Streambank Wheatgrass		4.0
Elymus trachycaulus ssp. *trachycaulus* ‘Primar’ Slender Wheatgrass		2.0
Hordeum brachyantherum Meadow barley		3.0
Leymus triticoides Creeping wildrye		6.0
Pascopyrum smithii ‘Rosana’ Western Wheatgrass		5.0
Poa secunda ssp. *ampla* ‘Sherman’ Big Bluegrass	0.08	
Thinopyrum intermedium *‘Luna’ pubescent wheatgrass*		3.0
Achillea millefolium White Yarrow	0.05	
Total PLS Pounds Per Acre	***0.13***	***26.0***

3. Seed Application

Prepared seedbeds shall be uniformly broadcast seeded. Small four-wheel drive off road vehicles (Quads) equipped with electric rotary broadcast seeders may be used for seeding, or seed may be broadcast with hand operated canister type seeders. Large and small size seed shall be broadcast in separate applications. Seeding shall not occur under conditions that would allow the seed to become wind born. Seed shall not be incorporated and applied with a hydromulch application. Immediately following broadcasting, the seeded areas shall be lightly hand-raked to place the seed at a depth of 1/4 to 1/2 inch into the soil. If a Quad vehicle is used for seeding, a small harrow drug behind the quad will be an acceptable method of raking.

4. Mulching

Hydromulch Application

Hydromulch shall be applied to all the remaining seeded areas. Hydromulch application shall not occur when temperatures are below 40 degrees F. All surfaces to be treated shall be lightly sprayed with water immediately prior to application.

The hydromulch shall consist of 100 percent wood fiber, pre-blended with high viscosity organic guar-gum tackifier, The hydromulch slurry shall be mixed as per manufacturer's recommendation and applied at a rate of 2,000 pounds per acre to form a uniform groundcover. The dried film permeability shall allow exchange of air and moisture, have an effective life of at least one year, and shall not re-emulsify when cured.

END OF TECHNICAL SPECIFICATIONS

Attachment A

2011 PREVAILING WAGE RATES CARSON CITY

DATE OF DETERMINATION: October 1, 2010

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011*

***Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

AIR BALANCE TECHNICIAN

ALARM INSTALLER

BOILERMAKER

BRICKLAYER

CARPENTER

CEMENT MASON

ELECTRICIAN-COMMUNICATION TECH.

ELECTRICIAN-LINE

ELECTRICIAN-NEON SIGN

ELECTRICIAN-WIREMAN

ELEVATOR CONSTRUCTOR

FENCE ERECTOR

FLAGPERSON

Attachment A

FLOOR COVERER

GLAZIER

HIGHWAY STRIPER

HOD CARRIER-BRICK MASON

HOD CARRIER-PLASTERER TENDER

IRON WORKER

LABORER

MECHANICAL INSULATOR

MILLWRIGHT

OPERATING ENGINEER

OPERATING ENG. STEEL FABRICATOR/ERECTOR

OPERATING ENGINEER-PILEDRIVER

PAINTER

PILEDRIVER (NON-EQUIPMENT)

PLASTERER

PLUMBER/PIPEFITTER

REFRIGERATION

ROOFER (Does not include sheet metal roofs)

SHEET METAL WORKER

SPRINKLER FITTER

SURVEYOR (NON-LICENSED)

TAPER

TILE /TERRAZZO WORKER/MARBLE MASON

TRAFFIC BARRIER ERECTOR

TRUCK DRIVER

WELL DRILLER

LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)

SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

NRS 338.010(21) "Wages" means:

(a) The basic hourly rate of pay; and

(b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

CRAFT	RATE
AIR BALANCE TECHNICIAN	**ADD SHEET METAL ZONE RATE**
Air Balance-Journeyman	48.35
Air Balance-Foreman	51.46
Air Balance-General Foreman	54.57
ALARM INSTALLER	
Alarm Installer-Journeyman	26.47
BOILERMAKER	
Boilermaker	65.94
BRICKLAYER	**ADD ZONE RATE**
Bricklayer-Journeyman	32.68
Bricklayer-Foreman	33.93
Bricklayer-General Foreman	35.68
CARPENTER	**ADD ZONE RATE**
Carpenter-Journeyman	38.80

Carpenter-Foreman	41.55
CEMENT MASON	**ADD ZONE RATE**
Cement Mason-Journeyman	34.40
Cement Mason-Foreman	36.40
ELECTRICIAN COMMUNICATION TECHNICIAN	
Communication Technician-Installer	29.36
Communication Technician	32.46
Communication-Senior Technician	34.86
ELECTRICIAN-LINE	
Electrician-Groundman	40.50
Electrician-Lineman	59.90
Electrician-Foreman	65.16
Electrician-General Foreman	70.45
Heavy Equipment Operator	49.49
ELECTRICIAN-NEON SIGN	
Electrician-Neon Sign	45.52
ELECTRICIAN-WIREMAN	
Wireman	50.78
Cable Splicer	54.58
Wireman-Foreman	54.58
Wireman-General Foreman	58.38
ELEVATOR CONSTRUCTOR	
Elevator Constructor-Journeyman Mechanic	78.21
Elevator Constructor-Mechanic in Charge	85.48
FENCE ERECTOR	
Fence Erector	37.69
FLAGPERSON	**ADD LABORER ZONE RATE**
Flagperson	27.95

Attachment A

FLOOR COVERER	
Floor Coverer-Journeyman	36.34
Floor Coverer-Foreman	38.93
GLAZIER	
Glazier	22.42
HIGHWAY STRIPER	**ADD LABORER ZONE RATE**
Highway Striper	33.57
HOD CARRIER-BRICK MASON TENDER	**ADD ZONE RATE**
Brick Mason-Journeyman	30.10
Brick Maons-Foreman	30.60
HOD CARRIER-PLASTER TENDER	**ADD ZONE RATE**
Plasterer Tender-Journeyman	34.26
Plasterer-Gun Tender	35.26
Plasterer Tender-Foreman	35.62
IRON WORKER	
Ironworker-Journeyman	56.74
Ironworker-Foreman	60.04
Ironworker-General Foreman	63.40
LABORER **SEE GROUP CLASSIFICATIONS**	**ADD ZONE RATE**
Landscaper	25.66
Furniture Mover	27.16
Group 1	30.82
Group 1A	27.95
Group 2	30.92
Group 3	31.07
Group 4	31.32
Group 4A	32.57
Group 5	31.62
Group 6	
Nozzlemen, Rodmen	31.62

Gunmen, Materialmen	31.32
Reboundmen	30.97
Gunite Foremen	32.02

MECHANICAL INSULATOR

Mechanical Insulator-Mechanic	54.56
Mechanical Insulator-Foreman	57.06
Mechanical Insulator-General Foreman	58.56

MILLWRIGHT

Millwright	25.01

OPERATING ENGINEER SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	43.08
Group 1A	45.84
Group 2	46.37
Group 3	46.64
Group 4	47.38
Group 5	47.68
Group 6	47.85
Group 7	48.10
Group 8	48.69
Group 9	49.01
Group 10	49.36
Group 10A	49.55
Group 11	49.79
Group 11A	51.43
Group 11B	52.24
Foreman	51.43

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" shift

OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	58.38
Group 1 Truck Crane Oiler	52.21

Group 1 Oiler	50.25
Group 2	56.87
Group 2 Truck Crane Oiler	51.96
Group 2 Oiler	50.04
Group 3	55.63
Group 3 Truck Crane Oiler	51.74
Group 3 Oiler	49.82
Group 3 Hydraulic	51.41
Group 4	53.90
Group 5	52.80
Add 7% to base rate for "Second" Shift	
Add 12.5% to base rate for "Special" Shift	

OPERATING ENGINEER -PILEDRIVER SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	57.85
Group 1 Truck Crane Oiler	52.39
Group 1 Oiler	50.47
Group 2	56.31
Group 2 Truck Crane Oiler	52.18
Group 2 Oiler	50.27
Group 3	54.86
Group 3 Truck Crane Oiler	51.96
Group 3 Oiler	50.04
Group 4	53.35
Group 5	52.24
Group 6	51.13
Group 7	50.17
Group 8	49.21
Add 7% to base for "Second" Shift	
Add 12.5% to base for "Special" Shift	

PAINTER	
Brush/Roller Painter	32.74
Spray Painter/Paperhanger	33.59
Sandblaster	33.24
Structural Steel & Steeplejack	33.74
Swing Stage	34.74

Special Coating Application-Brush	33.24
Special Coating Application-Spray	33.74
Special Coating Application-Spray Steel	33.99
Foreman	$1.00 above highest Journeyman

PILEDRIVER

Piledriver-Journeyman	58.47
Piledriver-Foreman	62.05

PLASTERER	**ADD ZONE RATE**
Plasterer-Journeyman	34.77
Plasterer-Foreman	37.02

PLUMBER/PIPEFITTER

Plumber-Journeyman	45.20
Plumber-Foreman	48.16
Plumber-General Foreman	51.12

REFRIGERATION

Refrigeration-Journeyman	41.58

ROOFER (Does not include sheet metal roofs)

Roofer	20.45

SHEET METAL WORKER	**ADD ZONE RATE**
Sheet Metal-Journeyman	48.35
Sheet Metal-Foreman	51.46
Sheet Metal-General Foreman	54.57

SPRINKLER FITTER

Sprinkler Fitter-Journeyman	53.45
Sprinkler Fitter-Foreman	56.20
Sprinkler Fitter-General Foreman	58.45

SURVEYOR	**ADD OPERATING ENG. ZONE RATE**
Surveyor	46.64

TAPER

Taper	36.28
TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER	**ADD ZONE RATE**
Tile, Terrazzo and Marble Finisher	24.77
TILE SETTER/TERRAZZO WORKER/MARBLE MASON	**ADD ZONE RATE**
Tile Setter-Journeyman	32.87
Tile Setter-Foreman	34.12
Tile Setter-General Foreman	35.87
Terrazzo/Marble Mason-Journeyman	34.37
Terrazzo/Marble Mason-Foreman	35.62
Terrazzo/Marble Mason-General Foreman	37.37
TRAFFIC BARRIER ERECTOR	**ADD LABORER ZONE RATE**
Traffic Barrier Erector	30.82
TRUCK DRIVER	
Truck Driver	20.80
WELL DRILLER	
Well Driller	54.49
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)	**ADD OPERATING ENG. ZONE RATE**
Lubrication and Service Engineer (mobile and grease rack)	47.85
SOIL TESTER (CERTIFIED)	
Soil Tester (Certified)	56.62
SOILS AND MATERIALS TESTER	
Soils and Materials Tester	56.62

09/17/2010

Attachment A

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."

2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.

3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.

4. The job descriptions set forth or referenced herein supercede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.

5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

- Amendments to the prevailing wage determinations;
- Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

AIR BALANCE TECHNICIAN, includes but is not limited to:
Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;

2. Installing of wiring and signaling units;

3. Repairing electrical protective signaling systems

4. Starting up, programming and documenting systems;

Attachment A

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;

2. Aligning structures or plate sections to assemble boiler frame tanks or vats;

3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;

4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;

2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and

3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.

4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.

5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

CARPENTER, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;

2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;

3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;

4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

ELECTRICIAN LINEMAN, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;

2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;

3. Climbing erected poles or towers and installing equipment such as transformers

4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

ELECTRICIAN GROUNDMAN, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;

2. Loading and unloading of materials and equipment used by electrician lineman.

3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;

2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;

3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;

4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN WIREMAN, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;

2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;

3. Pulling wiring through conduit;

4. Splicing wires;

5. Connecting wiring to lighting fixtures and power equipment;

6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;

7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;

8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;

9. As necessary, cutting and welding steel structural members;

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;

2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;

3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

FENCE ERECTOR, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;

2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;

3. Digging post holes with a spade, post hole digger or power driven auger;

4. Aligning posts through the use of lines or by sighting;

5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;

2. Distributing traffic control signs and markers along site in designated pattern;

3. Informing drivers of detour routes through construction sites;

FLOOR COVERER, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;

2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;

3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;

4. Rolling finished floors to smooth the floor and press cement into base and covering;

5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

GLAZIER, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;

2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;

3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;

4. Loading and arranging of glass on trucks at the site of the public work;

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;

2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;

2. Mixing, packing, wheeling and tempering mortar and fire clay;

3. Mixing, supplying and holding materials or tools;

4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;

5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;

6. Hanging cables and placing putlogs;

7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

HOD CARRIER-PLASTERER TENDER, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

LABORER, includes but is not limited to:

Attachment A

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;

6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;

7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;

8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

MILLWRIGHT, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;

2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;

3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;

4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;

5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and

6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;

2. Application of wall coverings/wall paper;

3. Removing old paint to prepare surfaces before painting the surface;

4. Mixing colors or oils to obtain desired color or consistency;

5. Sanding surfaces between coats and polishing final coat to a specified finish;

6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;

7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;

8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;

2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;

3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;

b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;

c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;

2. Creating decorative textures in finish coat by using sand, pebbles or stones;

3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;

4. Applying weatherproof, decorative covering to exterior surfaces of a building;

5. Molding and installing ornamental plaster pieces, panels and trim;

6. Directing workers to mix plaster to a desired consistency;

7. Assembly of EFIS panels;

8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;

9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;

10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;

b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;

c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;

d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;

e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;

2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;

3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;

4. Installing expansion and control valves by using hand tools and acetylene welding equipment;

5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;

6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;

2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;

3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;

4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;

5. All types of preformed panels used in waterproofing;

6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;

7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:

    - Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;

    - Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;

    - Air-veyor and air-handling systems, regardless of materials used;

2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;

3. Shaping metal over anvils, blocks or forms using a hammer;

4. Operating soldering and welding equipment to join sheet metal parts;

5. Inspecting, assembling and smoothing seams and joints of burred surfaces;

6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

SPRINKLER FITTER, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

TAPER, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;
5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms

TILE SETTER, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;

2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;

3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;

4. Leveling and plumbing tiles to a specified grade

TILE, TERRAZZO AND MARBLE FINISHER, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;

2. Applying grout and finishing the surface of installed tile, terrazzo and marble;

3. Cleaning installed tile, terrazzo and tile surfaces;

4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;

5. Grinding and polishing tile, terrazzo and marble;

6. Assisting a tile setter, terrazzo worker or marble setter;

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;

2. Extending stabilizing jackscrews to support and level a drilling rig;

3. Installing water well pumps;

4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

GROUP CLASSIFICATIONS

Attachment A

LABORER, includes but is not limited to:

Group 1
All cleanup work of debris, grounds, and building including windows and tile

Dumpmen or Spotter (other than asphalt)
Handling and Servicing of Flares, Watchmen
General Laborer
Guide Posts and Highway Signs
Guardrail Erection and Dismantling
Limber, Brushloader and Piler
Pavement Marking and Highway Striping
Traffic Control Supervisor

Group 2
Choker setter or Rigger (clearing work only) Pittsburgh
Chipper and similar type brush shredders
Concrete worker (wet or dry) all concrete work not listed in Group3
Crusher or Grizzly Tender
Greasing Dowels
Guinea Chaser (Stakemen)
Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
Railroad Trackmen (maintenance, repair or builders)
Sloper
Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

Group 3
Asphalt Workers (Ironers, Shovelers, Cutting Machine)
Buggymobile
Chainsaw, Faller, Logloader and Bucker
Compactor (all types)
Concrete Mixer under 1/2 yard
Concrete Pan Work (Breadpan type), handling, cleaning\stripping
Concrete Saw, Chipping, Grinding, Sanding, Vibrator
Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
Curbing or Divider machine
Curb Setter (precast or cut)
Ditching Machine (hand-guided)
Drillers Helper, Chuck Tender
Form Raiser, Slip Forms
Grouting of Concrete Walls, Windows and Door Jams
Headerboardmen
Jackhammer, Pavement Breaker, Air Spade
Mastic Worker (wet or dry)
Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
All Power Tools (air, gas, or electric), Post Driver
Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry

Rototiller
Rigging and Signaling in connection with Laborers' work
Sandblaster, Potmen, Gunmen or Nozzlemen
Vibra-screed
Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

Group 4
Burning and Welding in connection with Laborers' work
Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
High scalers
Concrete pump operator
Heavy Duty Vibrator with Stinger 5" diameter or over
Pipelayer, Caulker and Bander
Pipelayer-waterline, Sewerline, Gasoline, Conduit
Cleaning of Utility Lines
Slip Lining of Utility Lines (including operation of Equipment)
TV Monitoring and Grouting of Utility Lines
Asphalt Rakers

Group 4A

Foreman

Group 5
Construction Specialists
Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
Asbestos removal
Lead abatement
Hazardous waste
Material removal

Group 6
Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:

Group 1
Engineer Assistant

Group 1A
Heavy Duty Repairman Hellper
Oiler
Parts man

Attachment A

Group 2
Compressor Operator
Material Loader and/or Conveyor Operator (handling building materials)
Pump Operator

Group 3
Bobcat or similar loader, 1/4 cu. yd. or less
Concrete Curing Machines (streets, highways, airports, canals)
Conveyor Belt Operator (tunnel)
Forklift (under 20)
Engineer Generating Plant (500 K.W.)
Mixer Box Operator (concrete plant)
Motorman
Rotomist Operator
Oiler (truck crane)

Group 4
Concrete Mixer Operator, Skip type
Dinky Operator
Forklift (20' or over) or Lumber Stacker
Ross Carrier
Skip Loader Operator (under one (1) cu. yd.)
Tie Spacer

Group 5
Concrete Mixers (over one (1) cu. yd.)
Concrete Pumps or Pumpcrete Guns
Elevator and Material Hoist (one (1) drum)
Groundman for Asphalt Milling and similar

Group 6
Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.
Boom Truck or Dual Purpose a-Frame Truck
B.L.H. Lima Road Pactor or similar
Chip Box Spreader (Flaherty type or similar)
Concrete Batch Plant (wet or dry)
Concrete Saws (highways, streets, airports, canals)
Locomotives (over thirty (30) tons)
Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
Pavement Breaker, Truck Mounted, with compressor combination
Pavement Breaker or Tamper (with or without compressor combination)
Power Jumbo Operator (setting slip-forms, etc., in tunnels)
Roller Operator (except asphalt)
Self-Propelled Tape Machine
Self-Propelled Compactor (single engine)
Self-Propelled Power Sweeper Operator

Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
Small Rubber-Tired Tractors
Snooper Crane, Paxton-Mitchell or similar
Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7
Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.
Compressor (over 2)
Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
Concrete Conveyor, Building Site
Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
Crusher Plant Engineer
Generators
Kolman Loader
Material Hoist (two (2) or more drums)
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
Mine or Shaft Hoist
Pipe Bending Machines (pipeline only)
Pipe Cleaning Machines (tractor-propelled and supported)
Pipe Wrapping Machines (tractor-propelled and supported)
Portable Crushing and Screening Plants
Post Driller And/Or Driver
Pumps (over 2)
Roller Operator (asphalt)
Screedman (except asphaltic or concrete paving)
Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
Slusher Operator
Surface Heater and Planer Operator
Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
Truck-Type Loader
Welding Machines (gasoline or diesel)

Group 8
Asphalt Plant Engineer
Asphalt Milling Machine
Cast-In-Place Pipe-Laying Machine
Combination Slusher and Motor Operator
Concrete Batch Plant (multiple units)
Dozer Operator
Drill Doctor
Elevating Grader Operator
Grooving and Grinding Machine (highways)
Ken Seal Operator

Loader (up to and including two and one-half (2 1/2) cu. yds)
Mechanical Trench Shield
Mixermobile
Push Cats
Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " m.r.c., Euclids, T-Pulls, DW10, 20, 21 and similar)
Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
Sheepfoot
Small Tractor (with boom)
Soil Stabilizer (P & H or equal)
Timber Skidder (rubber-tired) or similar equipment
Tractor-Drawn Scraper
Tractor Operator
Tractor-Mounted Compressor Drill Combination
Trenching Machine Operator (over three (3) feet depth)
Tri-Batch Paver
Tunnel Badger or Tunnel Boring Machine Operator
Tunnel Mole Boring Machine
Vermeer T-600b Rock Cutter

Group 9
Chicago Boom
Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
Combination Mixer and Compressor (gunite)
Heavy Duty Repairman and/or Welder
Lull Hi-Lift (twenty (20) feet or over)
Mucking Machine
Sub-Grader (Gurries or other types)
Tractor (with Boom) (D6 or larger)
Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10
Boom-Type Backfilling Machine
Bridge Crane
Cary-Lift or similar
Chemical Grouting Machine
Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
Derrick Barges (except excavation work)
Euclid Loader and similar types
Gradesetter, Grade Checker
Heavy Duty Rotary Drill Rigs
Lift-Slab (Vagtborg and similar types)
Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
Locomotive (over one hundred (100) tons, single or multiple units)
Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
Pre-Stress Wire Wrapping Machine

Rubber-Tired Scraper, Self-Loading
Single-Engine Scraper (over thirty-five (35) cu. yds.)
Shuttle Car (Reclaim Station)
Train Loading Station
Trenching Machine multi-engine with sloping attachments (Jefco or similar)
Vacuum Cooling Plant
Whirley Crane (up to and including twenty-five (25) tons)

Group 10A
Backhoe-Hydraulic (up to and including one (1) cu. yd.)
Backhoe (up to and including one (1) cu. yd.) (Cable)
CMI Dual Lane Auto-Grader SP30 or similar type
Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
Finish Blade
Gradalls (up to and including one (1) cu. yd.)
Motor Patrol Operator
Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
Rubber-Tired Scraper, Self-Loading (twin engine)
Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11
Automatic Asphalt or Concrete Slip-Form Paver
Automatic Railroad Car Dumper
Canal Trimmer
Cary Lift, Campbell or similar type
Cranes (over twenty-five (25) tons)
Euclid Loader when controlled from the Pullcat
Highline Cableway Operator
Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
Multi-Engine Scrapers (when used to Push Pull)
Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
Self-Propelled Compactor (with multiple-propulsion power units)
Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
Slip-Form Paver (concrete or asphalt)
Tandem Cats and Scraper
Tower Crane Mobile (including Rail Mount)
Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
Universal Liebher and Tower Cranes (and similar types)
Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
Whirley Cranes (over twenty-five (25) tons)

Group 11A
Band Wagons (in conjunction with Wheel Excavators)
Operator of Helicopter)when used in construction work)
Loader (over twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
Power Shovels. Clamshells, Draglines, Backhoes, and Gradalls (over seven 7 cu. yds. m.r.c.)
Remote-Controlled Earth Moving Equipment
Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B
Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1
Cranes over 100 tons
Derrick over 100 tons
Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2
Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

Group 3
Cranes, 45 tons and under
Self Propelled Boom Type Lifting Device, 45 tons and under

Group 4
Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5
Boom Cat

OPERATING ENGINEER -Piledriver

Group 1
Derrick Barge Pedestal mounted over 100 tons
Clamshells over 7 cu. yds.
Self Propelled Boom Type Lifting Device, over 100 tons
Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2
Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
Clamshells up to and including 7 cu. yds.
Self Propelled Boom Type Lifting Device over 45 tons
Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3
Derrick Barge Pedestal mounted under 45 tons
Self Propelled Boom Type Lifting Device 45 tons and under
Skid/Scow Piledriver, any tonnage
Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4
Assistant Operator in lieu of Assistant to Engineer
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5
No current classification

Group 6
Deck Engineer

Group 7
No current classification

Group 8
Deckhand
Fireman

ZONE RATES

BRICKLAYER
In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:
Zone 1-0-35 Miles $0.00
Zone 2-36-75 Miles $1.25
Zone 3-Over 75 Miles $5.37

CARPENTER (Building and Heavy Highway and Dam Construction)
In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:
Zone 1-0 to 50 miles 0.00 (road miles of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-51-150 3.00
Zone 3-151-300 miles 4.00
Zone 4-301 miles and over 5.00

CEMENT MASON

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1-0-90 miles 0.00
Zone 2-91 miles and over 4.00

HOD CARRIER-BRICK MASON TENDER

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on a radius from the Washoe County Courthouse:

Zone 1-35 to 75 miles 1.25
Zone 2-76 miles and over 7.50

HOD CARRIER-PLASTER TENDER

In addition to Hod Carrier Plaster Tender rates add the applicable amounts per hour, calculated based on a radius from the radius of South Virginia and Mill Streets in Reno, Nevada.

Zone 1-0 to 70 miles 0.00
Zone 2-71 miles and over 8.00

LABORER (Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a radius from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles 0.00
Zone 2-50 to 150 miles 2.00 (Based on a radius from the Washoe County Courthouse)
Zone 3-150 to 300 miles 3.00 (Based on a radius from the Washoe County Courthouse)
Zone 4-300 miles and over 4.00 (Based on a radius from the Washoe County Courthouse)

LABORER (Building Construction)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a radius from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles 0.00
Zone 2-51 to 150 miles 2.00
Zone 3-151 to 300 miles 3.00 (Based on a radius from the Washoe County Courthouse)
Zone 4-300 miles and over 4.00 (Based on a radius from the Washoe County Courthouse)

OPERATING ENGINEER

In addition to: OPERATING ENGINEER; STEEL FABRICATOR and ERECTOR, PILEDRIVER, SURVEYOR, LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on a radius from the Washoe County Courthouse:

Zone 1-0 to 50 miles 0.00 (of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-51 to 150 miles 2.00
Zone 3-151 to 300 miles 3.00
Zone 4-300 miles and over 4.00

PLASTERER

In addition to PLASTERER rates add the applicable amounts per hour, calculated based on a radius from South Virginia and Mill Street, Reno, Nevada:

Zone 1-0 to 70 miles 0.00 (Fallon, Fallon Naval Air Station, and the City of Yerington shall

be free zones).
Zone 2-71 miles and over $8.00

SHEET METAL WORKER

In addition to SHEET METAL WORKER and AIR BALANCE TECHNICIAN rates add the applicable amounts per hour, calculated based on a radius from the courthouse in Reno, Nevada :

Zone 1-0 to 100 miles 0.00
(including the City of Fallon and the Fallon Naval Air Base)
Zone 2-over 100 miles $8.12

TILE SETTER/TERRAZZO WORKER/MARBLE MASON

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over thirty five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles $0.00
Zone 2-51-75 Miles $1.25
Zone 3-Over 75 Miles $5.00

Davis Bacon Wages

GENERAL DECISION: NV20100037 03/12/2010 NV37

Date: March 12, 2010
General Decision Number: NV20100037 03/12/2010

Superseded General Decision Number: NV20080037

State: Nevada

Construction Type: Highway

County: Carson City County in Nevada.

Modification Number	Publication Date
0	03/12/2010

CARP0971-010 07/01/2009

	Rates	Fringes
CARPENTER		
Including Form Work	$ 27.54	10.76

ZONE PAY:

ZONE 1: All work within 50 road miles of either Carson City Courthouse or Washoe County Courthouse shall be considered a Free Zone.

ZONE 2: All work within 50 to 150 road miles of the Washoe County Courthouse shall receive $3.00 additional per hour.

ZONE 3: All work within 150 to 300 road miles of the Washoe County Courthouse shall receive $4.00 additional per hour.

ZONE 4: Any work performed in excess of 300 road miles of the Washoe County Courthouse shall receive $5.00 additional per hour.

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* ELEC0401-010 12/01/2009

	Rates	Fringes
ELECTRICIAN	$ 35.40	13.02+3%

ENGI0003-041 07/01/2009

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(01a) Oiler, Lubeman	$ 27.94	16.02
(03) Skid Steer Loader/Bobcat, Forklift		

under 20 ft.....$ 28.74 16.02
(04) Forklift 20 ft. and
over.....$ 29.48 16.02
(06) Self Propelled Power
Sweeper, Roller, Base
(Ride along), Curb/Gutter
Machine, Auger Drill (Up
to and including 30 ft.
depth digging capacity).....$ 29.95 16.02
(07) Crusher, Screed,
Roller, Finishing/Asphalt
(Ride Along), Auger Drill
(Over 30 ft. depth
capacity).....$ 30.20 16.02
(08) Asphalt Plant,
Loader (Up to and
including 2-1/2 cu. yds.),
Milling Machine, Including
Milling Machine
Groundsman, Prophilograph,
Bulldozer.....$ 30.79 16.02
(09) Mechanic, Backhoe
Loader Combo.....$ 31.11 16.02
(10) Loader (Over 2-1/2
cu. yds. up to and
including 4 cu. yds),
Grade Setter, Rubber Tired
Scraper, Self Loading
(single engine).....$ 31.46 16.02
(10a) Grader/Blade/Motor
Patrol, Crane (25 tons &
under), Rubber Tired
Scraper, Self Loading
(twin engine).....$ 31.65 16.02
(11) Loader (Over 4 cu.
yds. up to and including
12 cu. yds.), Paver,
Including Asphalt, Crane
(Over 25 tons), Wheel
Excavator (Up to and
including 750 cu. yds.),
Scraper, Multiple Engine
(when used to push pull)....$ 31.89 16.02
(11a) Loader (Over 12
cu.yds.), Wheel Excavator
(Over 750 cu. yds.),.....$ 33.53 16.02
(12) Boom.....$ 34.34 16.02

BOOM OPERATOR PREMIUM PAY:

Booms 80 ft. up to, but not including 130
ft. add $ .25 to hourly rate.

Booms 130 ft. up to, but not including 180
ft.add $ .75 to hourly rate.

Booms 180 ft. up to and including 250 ft.

add $ .90 to hourly rate.

Booms over 250 ft. add $1.35 to hourly rate.

ZONE PAY:

Zone 1: All work within 50 road miles of Carson City Courthouse of Washoe County Courthouse shall be considered a Free Zone.

Zone 2: All work 50 to 150 road miles from Washoe County Courthouse shall receive $2.00 additional per hour.

Zone 3: All work 150 to 300 road miles from Washoe County Courthouse shall receive $3.00 additional per hour.

Zone 4: All work over 300 road miles from Washoe County Courthouse shall receive $4.00 additional per hour.

IRON0118-008 07/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 33.00	23.71

LABO0169-028 10/01/2006

	Rates	Fringes
LABORER		
(01) Cone Setter, Compactor(Asphalt& Dirt) handheld for patchwork, General or Common, Guard Rail Installer	$ 21.25	6.87
(01A)Flagger	$ 18.38	6.87
(02) Sloper, Sandblaster	$ 21.35	6.87
(03) Asphalt Shoveler, Concrete Vibrator, Form Stripping, Jackhammer, Mason Tender - Cement/Concrete, Trencher-hand guided, Concrete Saw, Walk-Behind	$ 21.50	6.87
(04) Asphalt Dumpman, Asphalt Raker, Pipelayer	$ 21.75	6.87

SUNV2007-044 12/05/2007

	Rates	Fringes
OPERATOR: Backhoe	$ 29.16	7.71
TRUCK DRIVER: Dump Truck	$ 21.29	3.97
TRUCK DRIVER: Flatbed Truck	$ 19.44	5.33

TRUCK DRIVER: Water Truck.....$ 15.26 5.84

TEAM0533-008 12/01/2007

Rates Fringes

TRUCK DRIVER (SEMI/TRANSPORT)....$ 22.43 11.84

ZONE PAY:

ZONE 1: All work within 50 road miles of either Carson City Courthouse or Washoe County Courthouse shall be considered a Free Zone.

ZONE 2: All work 50 to 150 road miles from the Washoe County Courthouse shall receive $2.00 additional per hour.

ZONE 3: All work 150 to 300 road miles from the Washoe County Courthouse shall receive $3.00 additional per hour.

ZONE 4: Any work performed more than 300 road miles from the Washoe County Courthouse shall receive $4.00 additional per hour.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION