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.org/Index.aspx?page=998

ADVERTISED BID #1112-105
BID TITLE "Carson River Park Phase 2A – 5013 Carson River Road"
Labor Commissioner PWP# CC-2011-380
Public Works Project No.1.0715
Engineer's Estimate: $145,160

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. Carson River Park Phase 2 consists of park improvements to an existing park. Work includes, but is not limited to, additional parking for 10 cars, a group picnic shelter, individual picnic tables/pads, new sidewalks, crosswalk and parking lot striping, trash receptacles, siding and painting existing well house, landscaping, revegetation, and irrigation. Sealed bids must be submitted in accordance with the bid documents, drawings and specifications related hereto.

CONTRACTOR'S LICENSE: Carson City has determined that the responsive bidder must possess a minimum of a Class A General Engineering license with appropriate sub-classifications or subcontractors. All Contractor licenses shall be in good standing and issued by the Nevada State Contractor's Board at the time of the bid.

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.org/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) 883-6011www.nvblue.com

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 PUBLIC WORKS DEPARTMENT, 3505 Butti Way, Carson City, Nevada 89701.

ADDENDA: All addenda are posted on Carson City's website http://www.carson.org/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 September 23, 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 11:00 a.m. on September 30, 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 11:10 a.m. on September 30, 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 Board of Supervisors and is scheduled for October 20, 2011, and their decision is final. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 East William Street, Carson City, Nevada 89701.

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, CPM
Purchasing and Contracts Manager

Signature in Project File

_____

Andrew Burnham, Public Works Director

Signature in Project File

_____

Darren Schulz, Deputy Public Works Director

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Drawing Sheets (9 Sheets)

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3	Planting Plan
4	Irrigation Plan
5	Construction Details
6	Construction Details
7	Construction Details
8	Grading Plan
9	Civil Details

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, CPM - 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 30367
FAX No. 775-887-2112
ABurnham@carson.org

C. Construction Manager
TBD

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: "CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD"

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 Administrator 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. **Note:** Bidders are requested to submit questions four (4) 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:

   SEALED BID
   BID NO.: 1112-105
   OPENING: September 30, 2011 at 11:10 am
   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 Contractor certifies, by the signing and submitting of the bid or proposal, that he shall comply with the requirements of this subsection.

10. The 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 "A", 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

4. 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, Bidder's Preference Certificate of Eligibility (if applicable) 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

Bidders submitting a proposal to a public body for a Public Work shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Bidders claiming preference shall submit with their Bid Proposal the "Certificate of Eligibility" issued by the State of Nevada Contractor's Board as proof of Contractor's compliance with the provisions of NRS 338.147. Failure to submit the Certificate of Eligibility with your Bid shall result in a waiver of any Bidder preference.

Note: Pursuant to Subsection 8 of NRS 338.147, the provisions of Subsection 2 of NRS 338.147 do not apply to any Contract for a Public Work which is expected to cost less than $250,000.

M. Bidders Representation

Each Bidder by submitting its Bid represents that:

1. The Bidder, signing the Proposal summary 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. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Proposal. 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 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. Preferential Employment

Pursuant to NRS 338.130, Preferential Employment in Construction of Public Works, "In all cases where persons are employed in the construction of public works, preference shall be given, the qualifications of the applicants being equal: First: To honorably discharged Army, Navy, Air Force, Marine Corps or Coast Guard soldiers of the United States who are citizens of the State of Nevada; Second: To citizens of the State of Nevada". If the provisions of NRS 338.130 are not complied with by the Contractor, this Contract shall be void, and any failure or refusal to comply with any of the provision of NRS 338.130 shall render this Contract void.

P. 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. 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.

Q. Site Information

Where investigations of surface or subsurface conditions have been made by the City, in respect to foundations or other structural design for design purposes only, said information is available only for the convenience of bidders but are not a part of the Bid Documents. The City, Construction Manager, and Design Consultant assume no responsibility whatsoever as to the sufficiency of borings, or of the log of test borings or other investigations, or tests, or of the interpretations thereof; there is no guarantee, warranty, or representation, expressed or implied, that the conditions indicated thereby, in fact, exist or are representative of those existing throughout the work. Such information available to bidders is not to be construed in any way as a waiver of the other provisions of this paragraph and bidders must satisfy themselves through their own investigations as to the surface and subsurface conditions to be encountered at the Site.

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 Administrator 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 Administrator's Office in writing or an authorized representative must present himself with proper identification to the Contract Administrator'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.

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.

IB.7 COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES

A number of other federal laws and authorities will be applied to loans supported with the equivalent portion of Federal funds from the capitalization grant made available through the loan. Attachment C contains a current list of these other laws and authorities. Contractor and their subcontractors agrees that it will, at all times, comply with all applicable federal, state and local laws, regulations and requirements.

List of Federal Laws and Authorities

ENVIRONMENTAL

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506 (c)
3. Endangered Species Act 16 U.S.C. 1531, et seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Flood Plain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

INSTRUCTIONS TO BIDDERS

ECONOMIC

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Order 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549-Debarment and Suspension

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 # 1112-105** and titled **"CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD".**

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 # 1112-105
BID TITLE: CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD

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
	Base Bid Items - Schedule A				
BP.1	Mobilization, Demobilization and Clean-up	1	LS		
BP.2	Earthwork/Establishment of Rough Grade, Clear and Grub	1	LS		
BP.3	Picnic Shelter (complete and in place)	1	LS		
BP.4	Concrete Flatwork for Picnic Shelter, (including gravel base work)	2,000	SF		
BP.5	Scupper	1	LS		
BP.6	Picnic Tables for Picnic Shelter (2 standard/2 ADA)	4	EA		
BP.7	Concrete Flatwork from Picnic Shelter to Existing Porta Potty Pad (Including Gravel Base Work)	1,060	SF		
BP.8	Paint Striping - Cross Walk	1	LS		
BP.9	Pedestrian Crossing Signs	2	EA		
BP.10	Pipe Rail Removal	20	LF		
BP.11	Well House Wood Siding and Painting	1	LS		
BP.12	Chainlink Fence Removal	950	LF		
BP.13	Ranch Style Fence A	285	LF		
BP.14	Ranch Style Fence B	710	LF		
BP.15	Deciduous Tree Planting (3" Caliper)	1	EA		
BP.16	Deciduous Tree Planting (2" Caliper)	29	EA		
BP.17	Shrubs planting (5 Gallon)	30	EA		
BP.18	Shrubs/Groundcover/Perennials/Grasses Planting (1 gallon)	64	EA		
BP.19	Bark Mulch in Tree Wells (9 SF per Tree)	270	SF		
BP.20	3"x8" Rounded River Cobble Rock Mulch/Weed Fabric	2,608	SF		
BP.21	Rain Master Irrigation Controller (6 Station)	1	LS		
BP.22	Drip Irrigation System (non pressure lines)	1	LS		
BP.23	Drip Irrigation System: 1 1/2" Irrigation Mainline	350	LF		
BP.24	Drip Irrigation System: Quick Coupler & Round Box	2	EA		

BID PROPOSAL

BP.25	Revegetation Seeding Treatment, (including scarification)	25,700	SF		
BP.26	Pasture Seeding Treatment, (including scarification)	2,000	SF		
BP.27	Boulder Placement	27	EA		
BP.28	**TOTAL SCHEDULE A**				
	Additive Alternates Bid Items				
BP.29	Parking Area - (Asphalt Paving: 2 1/2" AC on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS		
BP.30	Parking Area - (6" Concrete on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS		
BP.31	Upgrade Rainmaster Irrigation Controller (From 6 Station to 12 Station)	1	LS		
BP.32	Rainmaster Control System, (including Evolution DX2 Flow Sensor and Superior Master Valve)	1	LS		
BP.33	Spray Irrigation System, (including 1 1/2" mainline, valves, laterals, and spray heads)	1	LS		
BP.34	Trash Receptacle	4	EA		
BP.35	Picnic Shelter, Parking Area, and Parking Area's Concrete Sidewalk OverEx, (including soil excavation, placement of type II aggregate base, excess soil off haul)	100	CY		
BP.36	Parking Area's Concrete Sidewalk (including gravel base work)	650	SF		
BP.37	Concrete Sidewalk and Concrete Picnic Table Pads (including gravel base work and (2) ADA Picnic Tables)	1	LS		
BP.38	**SUBTOTAL ADD ALTERNATES**				
BP.39	**Total Base Bid Price(SCHEDULE A)**				

BP.40 Total Base (SCHEDULE A) Bid Price Written in Words:

_____

BID PROPOSAL

BP.41 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.42 LICENSING INFORMATION:

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:

BID PROPOSAL

BP.43 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

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:

BID PROPOSAL

BP.44 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1)	

Title 1)

Name 2)	

Title 2)

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.45 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:

BID PROPOSAL

Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
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. 46 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]
2007		
2006		

[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.47 **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 #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.48 **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 #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 49 **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 #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

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

BP. 50

WORKERS EMPLOYED REPORT
INSTRUCTIONS FOR COMPLETION

BID PROPOSAL

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.
- For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly-revised report. If no additional workers have been added, you may submit the previous month's report.
- If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL

WORKERS EMPLOYED REPORT

Project Name: _____ Contract Number : _____
General Contractor:_____ PWP #_____
Subcontractor: _____ Date:_____
Address at which payroll records are maintained:
_____

Contact Person and Phone Number: _____

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction

BID PROPOSAL

BP. 51

MATERIAL SUPPLIER REPORT
INSTRUCTIONS FOR COMPLETION

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 25 percent of the suppliers of the materials used for the public work will be located in Nevada. In order to ensure compliance the prime contractor shall submit with its monthly application for progress payment a Material Supplier Report completed by each contractor engaged on the public work.

- EACH contractor and subcontractor must complete the Material Supplier Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly application for progress payment.
- For the first report submitted, each contractor and subcontractor should list every supplier of materials used in connection with the public work. Include a brief list or description of the materials supplied in the space provided on the report.
- For each subsequent month, add only those suppliers not previously reported to the Material Supplier Report and submit the newly-revised report. If no additional suppliers have been added, you may submit the previous month's report.
- DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all suppliers of materials over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL

MATERIAL SUPPLIER REPORT

Project Name: _____ Contract Number : _____
General Contractor:_____ PWP #_____
Subcontractor: _____ Date:_____

Material Supplier Name	Address	Material Supplied

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No._____, Project Name _____, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;

2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;

3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.

4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;

5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By:_____ Title:_____

Signature:_____ Date:_____

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

State of _____)
)ss.
County of _____)

_____ STAMP AND SEAL
Notary Signature

BID PROPOSAL

BP.52 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 "**CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD**", contract number **1112-105**, 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

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.

A. 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.

B. 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.

C. 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).

D. 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.

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 20th day of October, 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 Administrator 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. 1112-105, titled "CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD"** 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 Board of Supervisors or 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 time 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 an 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

i.

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, 2012 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.

SAMPLE CONTRACT

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 above, **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 previously specified, 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 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. 1112-105 include, but 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

SAMPLE CONTRACT

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/her 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, instruction, 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, specification 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.

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

SAMPLE CONTRACT

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 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

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.

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 Carson City Board of Supervisors, Nevada at their publicly noticed meeting of October 20, 2011, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1112-105** and titled **"CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD"**. Further, the Carson City Board of Supervisors authorizes the Mayor for Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

_____

Robert L. Crowell, Mayor

DATED this 20th day of October 2011.

ATTEST:

_____

ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of October 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 # 1112-105** and titled **"CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD"** 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 # 1112-105** and titled "CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD"

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 # 1112-105** and titled "**CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD**" 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 #1112-105** and titled "**CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD**"

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:

a. Permits from City Departments and other Agencies as may be required by law
b. Change Orders
c. Contract
d. Addenda
e. Special Conditions
f. Technical Specifications
g. General Conditions
h. Contract Drawing s
i. 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.
j. Reference Specifications

GENERAL CONDITIONS

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.

GENERAL CONDITIONS

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.

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.

GENERAL CONDITIONS

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.

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.

GENERAL CONDITIONS

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.

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.

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:

GENERAL CONDITIONS

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

GENERAL CONDITIONS

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:

5) A statement that the proposal is submitted as a VEP;

6) 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;

7) A detailed estimate of the cost under the existing Contract and under the VEP;

8) Proposed specifications and recommendations as to how such VEP changes are to be accomplished; and

9) 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. <u>General</u>

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. <u>NOTE: The Construction Schedule must include and account for the total contract time specified in the Contract Documents.</u>

B. <u>Base Schedule</u>

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. <u>Base Schedule Submittal</u>

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.

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.

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.

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.

GENERAL CONDITIONS

a. 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:

1.1 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. <u>No operating cost, markup, overhead or profit will be added</u>.

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.

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. Staging and Falsework

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.

C. Graffiti Removal

The Contractor shall at all times keep all equipment, traffic control devices, materials, office trailers, storage facilities, the Work and the site free from graffiti. The Contractor shall remove all graffiti within 24 hours of notification by the Construction Manager. All expenses associated with graffiti removal shall be the responsibility of the Contractor.

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. <u>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.</u> 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.

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:

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

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 documents 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.

1. **SCOPE OF WORK**

   Carson River Park Phase 2 consists of park improvements to an existing park. Work includes, but is not limited to, additional parking for 10 cars, a group picnic shelter, individual picnic tables/pads, new sidewalks, crosswalk and parking lot striping, trash receptacles, siding and painting existing well house, landscaping, revegetation, and irrigation.

2. **TIME OF PERFORMANCE**

   The time allotted for completion of all the Work of this Contract is 60 calendar days from the date of the Notice To Proceed.

3. **SCHEDULE OF VALUES**

   Contractor shall prepare and submit to the Construction Manager at the pre-construction meeting a Schedule of Values detailing the cost breakout for each Lump Sum item in the Bid Proposal.

4. **GENERAL CONDITIONS**

   The following provisions amend or supplement Section 7 of the General Conditions, of these bid documents. All provisions of the Contract which are not so amended or supplemented shall remain in full force and effect.

   4.1. Per GC 4.0, Shop Drawings and Quality Control / Inspections, submittals shall be made, including but not limited to the following items:

   Construction Schedule
   Schedule of Values,
   Concrete Mix Design
   Picnic Shelter Structural Design
   Aggregate Base Materials
   Weed Fabric
   Rock and Bark Mulch
   Copies of Seed Labels
   Irrigation System Components (Valves, Pipe, Tubing, Emitters, etc.)

   4.2. At 7.2.6.8, Permits, add the following:

   The Contractor shall obtain from the City a no cost building permit for the construction of all improvements.

   The contractor is required to apply for and obtain an additional Carson City Building Department for the picnic shelter. The fees for this permit will be paid by the City. The contractor is required to comply with all conditions of the permit, including calling in inspections to the Carson City Building Department (887-2310)

   4.3. Per 7.3.11, Construction Schedules, a Type “A” Construction Schedule is required.

   4.4 At 7.3.13, Liquidated Damages, add the following:

   4.4. Liquidated damages shall be $250.00 per calendar day for failure to perform and complete all of the Work of this contract within the time specified under SC 2, Time of Performance, above.

5. **SPECIAL PROVISIONS**

5.1. Traffic Control:
The Contractor is responsible for traffic control for any operations within the Carson River Road right-of-way. The costs of any permits and traffic control shall be included in the individual items of work.

5.2. Erosion Control and BMP's:
Erosion control and BMP's are the responsibility of the Contractor, and shall be properly installed and maintained at all times. The cost of erosion control and BMP's are included in the individual items of work, no additional compensation will be provided.

5.3. Site restoration:
The Contractor is responsible for restoring all disturbed areas to a condition equal to or better than was present prior to the start of construction.

5.4. Description of Bid Items and Basis for Payment

5.4.1. General

The terms "construct, furnish, install, erect, place or prepare" shall mean that the bid item is complete, in place, ready for use and recommended for payment by the Construction Manager. Items of work either specified or inferred, but not included in the tabulation of bid items, shall be considered as included in the price paid for other items of work.

5.4.2. Mobilization / Demobilization and Cleanup – Item BP.1

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Mobilization / Demobilization and Cleanup will be pro rata per the following schedule based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for preparatory Work 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 Contractor's 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 include full compensation for record drawings and removing all equipment, supplies, debris and offices from the project site.

The schedule of payment for Mobilization/Demobilization and Cleanup shall be as follows:

When the monthly partial payment estimate of the amount earned, not including this item, is 15% or more of the original 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, not including this item, is 50% or more of the original 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, not including this item, is 75% or more of the original 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 this item shall be paid under the final payment provisions.

5.4.3. Earthwork / Establishment of Rough Grade, Clear and Grub – Item BP.2

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Earthwork will be based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for any and all cut, fill, backfill, subgrade preparation and fine grading necessary to conform to the finished grades and contours shown on the plans or as directed by the Construction Manager in the field. Topsoil shall be stockpiled and saved, then spread onto and incorporated into areas to be revegetated at the end of the job. Any excess material shall be removed and disposed of off site.

3.) This item includes all tools, materials, labor, and equipment and any other incidentals necessary to complete this item of work.

5.4.4. Picnic Shelter Complete and In Place – Item BP.3

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for the Picnic Shelter will be based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all engineering, labor, tools, materials, equipment and incidentals, necessary to complete the work as specified. Picnic shelter shall be Classic Recreations Systems' "Cheyenne Model" or approved equivalent as specified on plans. Anchor bolts are not provided by the manufacturer and shall be included in the lump sum Proposal Summary.

5.4.5 Concrete Flatwork for Picnic Shelter including base work – Item BP.4

1.) Measurement of this item will be on a square foot basis.

2.) Payment for Concrete for Picnic Shelter will be based on the square foot price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including excavation, subgrade preparation, base material, and paving.

5.4.6 Scupper including base work – Item BP.5

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for installation of the Scupper will based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.7 Picnic Tables for picnic shelter (2 standard, 2 ADA) – Item BP.6

1.) Measurement of this item will be on a per each basis.

2.) Payment for 8' Picnic Tables will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation all work indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.8 Concrete Flatwork from Picnic Shelter to existing Porta Potty including base work – Item BP.7

1.) Measurement of this item will be on a square foot basis.

2.) Payment for Concrete from picnic shelter to existing porta potty will be based on the square foot price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including excavation, subgrade preparation, base material, and paving.

5.4.9 Paint Striping – Cross Walk – BP.8

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Paint Striping of the Crosswalk will based on the lump sum price named in the Proposal Summary, which price includes full compensation for all painting as specified. This item includes all tools, labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.10 Pedestrian Crossing Signs – BP.9

1.) Measurement of this item will be on a per each basis.

2.) Payment for Pedestrian Crossing Signs will be based on the Unit Price named in the Proposal Summary which shall constitute full compensation for purchase and installation. This item includes all tools, labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.11 Pipe Rail Removal – BP.10

1.) Measurement of this item will be per Linear Foot.

2.) Payment for Pipe Rail Removal will based on the lineal foot price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including both removal and disposal. This item includes welding a cap on the end of the pipe and touch-up painting pipe wear pipe is uncoated. The final pay quantity shall be by field measurement.

5.4.12 Well House Wood Siding and Painting – BP.11

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Well House Wood Siding and Painting will be based on the lump sum price named in the Proposal Summary, which price includes full compensation for all building components as specified. This item includes all tools, labor, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.13 Chainlink Fence Removal – BP.12

1.) Measurement of this item will be per Linear Foot.

2.) Payment for Chainlink Fence Removal will based on the lineal foot price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, materials, equipment and incidentals, necessary to complete the work as specified including both removal and disposal. This item also includes the removal of the willows (3) located in the existing fence.

5.4.14 Ranch Style Fence A – BP.13

1.) Measurement of this item will be per Linear Foot.

2.) Payment for Ranch Style Fence A will be based on the lineal foot price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.15 Ranch Style Fence B – BP.14

1.) Measurement of this item will be per Linear Foot.

2.) Payment for Ranch Style Fence B will be based on the lineal foot price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.16 Deciduous Tree Planting (3” Caliper) – BP.15

1.) Measurement of this item will be on a per each basis.

2.) Payment for 3” Caliper Deciduous Tree Planting will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for all work indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified. This item also includes drip irrigation components including insert barb, flexible distribution tubing, tubing stake, and drip emitters.

5.4.17 Deciduous Tree Planting (2” Caliper) – BP.16

1.) Measurement of this item will be on a per each basis.

2.) Payment for 2” Caliper Deciduous Tree Planting will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for all work indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified. This item also includes drip irrigation components including insert barb, flexible distribution tubing, tubing stake, and drip emitters.

5.4.18 Shrub Planting (5 Gallon) – BP.17

1.) Measurement of this item will be on a per each basis.

2.) Payment for 5 Gallon Shrub Planting will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for all work indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified. This item also includes drip irrigation components including insert barb, flexible distribution tubing, tubing stake, and drip emitters.

5.4.19 Shrubs/Groundcover/Perennials/Grasses Planting (1 Gallon) – BP.18

1.) Measurement of this item will be on a per each basis.

2.) Payment for 1 Gallon Shrubs/Groundcover/Perennials/Grasses Planting will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for all work indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified. This item also includes drip

irrigation components including insert barb, flexible distribution tubing, tubing stake, and drip emitters.

5.4.20 Bark Mulch in Tree Wells (9 SF per Tree) – BP.19

1.) Measurement of this item will be per Square Feet.

2.) Payment for Bark Mulch in Tree Wells will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for placement of mulch in tree wells as indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.21 3”x8” Rounded River Cobble Rock Mulch/Weed Fabric – BP.20

1.) Measurement of this item will be per Square Feet.

2.) Payment for 3”x8” Rounded River Cobble Mulch will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for placement of mulch and weed barrier fabric in all areas indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.22 Rain Master Irrigation Controller (6 station) – BP.21

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Rain Master Irrigation Controller will be based on the lump sum price named in the Proposal Summary, which price includes full compensation for all work as specified. Rain Master Irrigation Controller shall be a wall mounted 6 station DX 6ST or approved equivalent. This item includes all tools, labor, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.23 Drip Irrigation System: – BP.22

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Drip Irrigation System (non pressure lines) will be based on the lump sum price named in the Proposal Summary, which price includes full compensation for furnishing, delivering, and installing a Drip Irrigation System and all associated components, including construction layout, trenching, backfilling, and compaction, PVC piping and fittings and ¾” flexible drip tubing and fittings, drip valve assembly(valve boxes, concrete bricks, pressure regulators, basket filters, and drain rock), flushing end plug valve boxes (valve box lids, concrete bricks, end plugs, and drain rock) and galvanized bolts, nuts, and washers, valve box extensions, establishment of finish grade, and system pressure testing per the plans and specifications as directed by the Construction Manager. This item also includes all tools, labor, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.24 Drip Irrigation System: 1 ½” Irrigation Mainline – BP.23

1.) Measurement of this item will be per Linear Foot.

2.) Payment for the 1 ½” Irrigation Mainline will be based on the lineal foot price named in the Proposal Summary for the quantity actually constructed, which price shall constitute full compensation for furnishing, delivering, and installing the Irrigation Mainline and all associated components, including construction layout, trenching, backfilling and compaction,

beddings materials, PVC piping and fittings, warning tape, drip valve control wires and common ground wires, system pressure testing, and establishment of finish grade over trench per the plans and specifications and as directed by the Construction Manager. This item includes connection of the mainline to the galvanized pipe stub at the point of connection outside the well house. This item also includes removal of excess soils, and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.25 Drip Irrigation System: Quick Coupler & Round Box – BP.24

1.) Measurement of this item will be on a per each basis.

2.) Payment for Quick Coupler & Round Box will be based on the Unit Price named in the Proposal Summary which shall constitute full compensation for purchasing and installing the Quick Coupler, Round Box, valve box lids, concrete bricks, rebar and drain rock. This item also includes all work including labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including system pressure testing.

5.4.26 Revegetation Seeding Treatment – BP.25

1.) Measurement of this item will be per Square Feet.

2.) Payment for Re-vegetation will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for providing seed mix and seeding all indicated areas on the drawings and establishing finish grade, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified. The final pay quantity shall be by field measurement.

5.4.27 Pasture Seeding Treatment (including scarification) – BP.26

1.) Measurement of this item will be per Square Feet.

2.) Payment for Pasture Seeding will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation for providing seed mix seeding of all indicated areas on the drawings and establishing finish grade, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified. The final pay quantity shall be by field measurement.

5.4.28 Boulder Placement – BP.27

1.) Measurement of this item will be on a per each basis.

2.) Payment for Boulder Placement will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation all work indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.29 Parking Area – (Asphalt Paving: 2 1/2" AC on 6" Base), (including excavation, gravel base work, concrete wheel stops, paint striping, and handicap parking signs) - Add Alternate Bid Item AA.1

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Parking Area - Asphalt Paving, will be based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for any and all work

including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including sub-grade preparation, base material, and paving. Asphalt concrete shall be PG 6428 NV with type III aggregate and shall be placed on type II aggregate base.

5.4.30 Parking Area – (Concrete: 6" on 6" Base), (including excavation, gravel base work, concrete wheel stops, paint striping, and handicap parking signs) - Add Alternate Bid Item AA.2

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Parking Area – Concrete, will be based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including sub-grade preparation, base material, placement, and finishing. Concrete shall be shall have a strength of 4,000 psi and be placed on 6” of type II aggregate base.

5.4.31 Upgrade Rain Master Irrigation Controller (From 6 station to 12 station - Item AA.3

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Rain Master Irrigation Controller will be based on the lump sum price named in the Proposal Summary, which price includes full compensation for all work as specified. This item includes all tools, labor, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.32 Rainmaster Control System, (including Evolution DX2 Flow Sensor and Superior Master Valve) – Add Alternate Bid Item AA.4

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Rain Master Control System will be based on the lump sum price named in the Proposal Summary, which price includes full compensation for all work as specified. This item includes all tools, labor, materials, equipment and incidentals, necessary to complete the work as specified.

3.) Rain Master Control System includes, but is not limited to, Evolution DX2 Flow Sensor Assembly, Superior Master Valve normally closed, and Antenna.

5.4.33 Spray Irrigation System (including 1 ½” mainline, valves, laterals, and spray heads) – Add Alternate AA.5

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Spray Irrigation System will based on the lump sum price named in the Proposal Summary, which price includes full compensation for furnishing, delivering, and installing the Irrigation Mainline and all associated components, including construction layout, trenching, backfilling and compaction, beddings materials, PVC piping and fittings, warning tape, drip valve control wires and common ground wires, system pressure testing, and establishment of finish grade over trench per the plans and specifications and as directed by the Construction Manager. This item includes all tools, labor, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.34 Trash Receptacle – Add Alternate AA.6

1.) Measurement of this item will be on a per each basis.

2.) Payment for Trash Receptacles will be based on the Unit Price named in the Proposal Summary, which price shall constitute full compensation all work indicated on the drawings, including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified.

5.4.35 Over Excavation of Unsuitable Materials – Add Alternate AA.7

1.) Work under this bid item shall conform to the requirements of section 1008 of the Technical Specifications and other applicable Technical Specifications contained herein. The estimated quantity listed for Unclassified Excavation is provided for Bidders Information only. This quantity has been estimated by calculating the theoretical volume of material to be excavated below an assumed 0.4 foot strip of existing surface improvements and cleared materials. No guarantee of the accuracy of this volume is provided as it is up to the bidder to determine the actual quantity of material to be excavated.

2.) Measurement for this item will be per cubic yard

3.) Payment for this item will be made at the cubic yard price named in the Proposal Summary and is not subject to adjustment under section GC 6.4.4, which price shall constitute full compensation for verification of actual material quantity, excavation, removal of excess material off the project site, embankment construction, compaction, subgrade preparation and all other labor, tools, equipment, materials and incidents required to perform the work.

5.4.36 Parking Area's Concrete Sidewalk (including gravel base work) – Add Alternate AA.8

1.) Measurement of this item will be on a square foot basis.

2.) Payment for Concrete Sidewalk along back of new parking area extending to sidewalk leading to picnic shelter will be based on the square foot price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including excavation, subgrade preparation, base material, and paving.

5.4.37 Concrete Sidewalk and Concrete Picnic Table Pads (including gravel base work and (2) ADA picnic tables) – Add Alternate AA.9

1.) Measurement of this item will be on a lump sum basis.

2.) Payment for Concrete Sidewalk, Concrete Picnic Table Pads, and Picnic Tables on North West side of project will be based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for any and all work including all labor, tools, materials, equipment and incidentals, necessary to complete the work as specified including excavation, subgrade preparation, base material, and paving.

6. TECHNICAL SPECIFICATIONS

6.1 Green Tech Central Irrigation Satellite Assembly Specifications (Attached)

END OF SPECIAL CONDITIONS

Technical Specifications

Document No. 1007 CLEARING AND GRUBBING

1. General:

1.1 The project site will be cleared and grubbed by 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 Contractor, and will be disposed off-site at an approved disposal location at Contractor's expense.

END OF DOCUMENT 1007

Technical Specifications

Document No. 1008 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 island berming.

END OF DOCUMENT 1008

Document No. 4001 CONCRETE STRUCTURES

1. General:

1.1 This Technical Specification covers all concrete structures shown on the Plans and as specified herein.

1.2 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.

1.3 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:

2.1 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 Shop Drawings and Quality Control Inspections of the General Conditions.

3. Designing & Proportioning Concrete:

3.1 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.

3.2 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.

3.4 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.

3.5 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:

4.1 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.

4.2 Batch plant and field inspection will be performed by a testing laboratory selected and paid for by Carson City.

4.3 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.

4.4 All sampling and testing of component materials shall be performed in accordance with the following standard methods:

5. Concrete:

5.1 Inspection and testing of concrete shall be performed per Section 336, “Inspection and Testing” of the Standard Specifications.

5.2 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.

5.3 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.

5.4 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:

6.1 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.

7. Admixtures:

7.1 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.

7.1.2 Classes of Concrete:

The various concrete mix designs to be used are as follows:

7.1.2.1 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%.

7.1.2.2 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%.

7.1.2.3 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.

8. Execution:

8.1 Conduits and Other Embedded Items:

8.1.1 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.

8.2 Mixing and Placing Concrete:

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.2.4 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.

8.2.5 Finishing of Formed Surfaces:

All finishing of structure concrete shall be per Section 311.14, “Surface Finishes” of the Standard Specifications.

9. Weather Protection:

9.1 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.

9.2 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, craft 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.

9.3 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

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. 4003 CONCRETE REINFORCEMENT

1. General:

Reinforcing steel and its placement in concrete structures shall be per Sections 206, “Reinforcing Steel”, 311, “Concrete Structures and Masonry Construction”, and 326, “Reinforcing and Structural Steel” of the Standard Specifications, these Technical Specifications, and as shown on the Drawings.

All concrete work shown or required is steel reinforced unless specifically shown as "plain concrete." Where reinforcing is not shown on a drawing and the drawing is not marked "plain concrete", then it shall be reinforced the same as other similar work where reinforcing is shown or detailed.

2. Referenced Standards:

Applicable sections of the latest edition of the following referenced standards are incorporated as a part of this specification:

1) ACI 318 - Building Code requirements for Reinforced Concrete.

2) CRSI 63 - Recommended Practice for Placing Reinforcing Bars.

3) CRSI 65 - Recommended Practice for Placing Bar Supports Specifications, and Nomenclature.

4) ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

5) ACI 315 - American Concrete Institute - Manual of Standard Practice.

3. Quality Control:

Inspection of Reinforcing Steel: Before any concrete may be placed on any particular portion of the work, the reinforcing steel shall be checked and approved by Engineer or his representative. Any errors or discrepancies found by him shall be corrected before concrete may be placed. Such check and approval shall not relieve Contractor from responsibility for full compliance with contract requirements.

4. Shop Drawings:

Shop drawings of all reinforcing steel shall be submitted to Engineer for approval prior to fabrication. Drawings shall clearly indicate bar sizes, spacings, locations, and quantities, bending, and cutting schedules, and supporting and spacing devices. Submit shop drawings as single copy reproducibles, such as sepia prints.

5. Materials:

Reinforcing steel shall be deformed bars conforming to ASTM A 615, Grade 40. At Contractor's option, Grade 60 may be used in lieu of Grade 40.

All steel for reinforcing shall be new, unrusted stock, free from mill scale and without dirt, rust, or contaminants other than may have accumulated in prompt delivery to the work.

6. Accessories Material:

6.1 Tie Wire:

Minimum 16-gauge annealed type, or patented system accepted by Engineer.

7. Chairs, Bolsters, Bar Supports, Spacers:

Sized and shaped for strength and support of reinforcing during construction conditions. Spacer or support bars required for the proper placement of reinforcement shall be provided whether or not shown on the Drawings.

Chairs or bolsters in areas of exposed concrete shall be non-corrosive, and Contractor shall be responsible for selecting a class of chair suitable for the use and finish of the concrete. All bar supports used shall have a minimum protection of Class B.

8. Fabrication:

Fabricate concrete reinforcing in accordance with ACI 315.

Locate reinforcing splices, not indicated on Drawings, at points of minimum stress. Location of splices shall be subject to Engineer's approval.

9. Execution:

Reinforcement shall be accurately placed and securely tied at intersections with 16 gauge black annealed wire. It shall be maintained in proper position by chairs, bar supports, or other approved devices. Bars in footings shall be supported on 3" precast blocks.

Bars shall lap not less than 30 bar diameters unless otherwise indicated. Splices in adjoining horizontal bars shall be staggered at least 6 feet.

Where this is not feasible, submit suggestions for Engineer's consideration. Horizontal bars shall be hooked around corners not less than 30 bar diameters.

Concrete protection of reinforcing shall be not less than 1-1/2 inches clear from formed surfaces exposed to air and 2-inches clear where exposed to soil or water, unless otherwise indicated. Reinforcing shall be properly supported to maintain this position during concrete placement.

Wherever conduits, piping, inserts, sleeves etc., interfere with the placing of reinforcing steel as shown or called for, Contractor shall consult with Engineer and secure from him the method of procedure before pouring any concrete. The binding or field cutting of bars around openings or sleeves will not be permitted without Engineer's approval.

END OF DOCUMENT 4003

Document No. 4005 CONCRETE CURB, GUTTER, WALKS, AND DRIVEWAYS

1. General:

This section includes any sawcutting and concrete removal, forming, pouring, and finishing of walks and pad areas.

2. Reference Specifications and Standards:

Unless otherwise specified herein, all work shall conform to the Standard Specifications.

3. Materials:

All Portland Cement Concrete, unless otherwise indicated, shall have synthetic fiber-reinforcement (at a minimum of 1 lb/CY) with a coarse aggregate gradation conforming to Size No. 67 in Section 200.05.03 of the Standard Specifications, and shall have a 1 to 4 inch slump and 4 to 7 percent entrained air. The minimum 28-day compressive strength shall be 4000 psi. Cement shall be Type II.

4. Subgrade:

The subgrade shall be prepared as specified in Subsection 302.02 of Standard Specifications.

All subgrade shall be compacted to a relative compaction of not less than ninety (90) percent for a minimum depth of six (6) inches, in accordance with test procedures set forth in ASTM D1557-70, Method C.

5. Dimensions:

Unless specified otherwise, the minimum thickness for concrete walks shall be four (4) inches. All other dimensions shall be as shown on the drawings.

6. Drainage Outlets:

Contractor will be required to provide suitable outlets through new curb for all existing building drains along the line of work.

The fully depressed curb opening at driveway entrances shall be one (1) inch above gutter flow line at the curb face. The top of the fully depressed portion of the curb shall be finished to a transverse 3/4 inch slope toward the gutter.

Where walk is to be constructed across driveways to commercial establishments, the thickness thereof shall be six (6) inches, unless otherwise specified on the drawings. At residential driveways, the thickness of the walk will be four (4) inches unless otherwise specified.

7. Forming:

All forming shall be done in accordance with Subsection 312.06 in Standard Specifications.

7.1 Slip Forms:

At the option of Contractor, and with the approval of Engineer, slip form equipment may be used for the construction of curb and gutter. The slip form equipment shall conform to the requirements in Subsection 312.07 in Standard Specifications.

8. Placement:

Concrete shall be placed for curb, gutters, walks, and driveways as specified in Subsection 312.08 in Standard Specifications.

9. Joints:

Joints in concrete curb, gutter, and walks shall be designated as expansion joints and weakened plane joints, and shall be constructed as specified by Subsection 312.09 in Standard Specifications.

10. Finishing and Curing:

Finish work and curing shall conform to specifications in Subsection 312.10 and 312.11 in Standard Specifications.

11. Defective Work:

Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by Contractor at no expense to Carson City.

12. Removal of Existing Concrete Curb, Walk, Gutters, Cross Gutters, and Driveways:

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of one and a half (1-1/2) inches. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. Curb, gutters, sidewalks and driveways shall be removed to the nearest weakened plane joint or, if within four feet (4') of an expansion joint to that expansion joint. No section to be replaced shall be smaller than thirty (30) inches in either length or width. Curb and gutter shall be sawed to a depth of one and one half (1-1/2) inches on a neat line at right angles to the curb face.

All materials removed shall be hauled from the site, at Contractor's expense, to a recognized landfill site approved by Engineer, unless otherwise specified. The construction area shall be left with a neat and finished appearance.

Existing improvements, adjacent property, utilities and other facilities, and trees and plants that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.

13. Backfilling and Cleanup:

Backfilling to the finished surface of the newly constructed improvement must be completed before acceptance of the work.

Upon completion of the work, the surface of the concrete shall be thoroughly cleaned and the site left in a neat and orderly condition.

END OF DOCUMENT 4005

Document No. 4007 ASPHALT CONCRETE PAVEMENT

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.

Residential roadways shall use type 3 aggregate, collectors and arterials shall use type 2 aggregate per Section 200.02.03, Plantmix and Roadmix Aggregate, of the Standard Specifications. Asphalt cement material shall be PG 64-22 unless polymer additive is required then PG 64-28 shall be used. 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.

Recycled Aggregate Base will not be allowed in any public roadway.

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

Document No. 4008 CONSTRUCTION STANDARDS

1. Portland Cement Concrete:

1.1 Portland Cement Concrete Compressive Strength Penalty:

The third sentence of Section 202.01.14, Concrete Strength Evaluation, of the Standard Specifications is hereby amended to read: “Concrete in an area represented by the tests shall be considered structurally adequate if the average of the three cores is equal to at least 92.3 percent of the required minimum strength, and no single core is less than 85 percent of the design strength”. In the event any class of Portland cement concrete is placed and is shown by test to be below the specified twenty-eight (28) day compressive strength, a determination shall be made by Engineer as to whether the concrete shall be removed and replaced or allowed to remain in place. This determination shall be based on an evaluation of the durability and other qualities of the concrete necessary to the integrity of the structure. If the concrete is allowed to remain in place, it is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of concrete at a rate of five (5) percent of the Contract unit bid price for each fifty (50) p.s.i. or portion therefore below the specified minimum compressive strength, to a maximum penalty of twenty-five (25) percent, as set forth in the following example for the class of concrete shown:

Specified Min. 28 Day Compressive Strength - p.s.i.	**Penalty (Per Unit Bid Price) Percent Deduction**
3250	0
3,249 – 3,200	5
3,199 – 3,150	10
3,149 – 3,100	15
3,099 – 3,050	20
3,149 – 3,000	25

The reduced price shall apply to all concrete represented by the strength tests below the specified minimum compressive strength.

When a compressive strength test falls below the specified twenty-eight (28) day compressive strength, Engineer may determine that an alternate strength test is required or Contractor may request such a test. When an alternate strength test is required and the test results show the concrete fails to meet the minimum strength required, Contractor shall be responsible for the costs of such alternate strength tests. In case Engineer has not determined that an alternative strength test is necessary and Contractor elects to have an alternate strength test made, Engineer will then make such a test; however, should this test fail to indicate that the twenty-eight (28) day compressive strength requirements have been met, the cost thereof shall be deducted from any money due or to become due to Contractor. Concrete required to be removed will not be paid for and the removal thereof will be made at Contractor's expense.

2. Bituminous Plantmix Pavement:

2.1 Bituminous Material Penalty:

In the event that any bituminous plantmix pavement is placed and is shown by extraction tests to be outside the job-mix formula specifications limits, a determination shall be made by Engineer as to whether the bituminous plantmix pavement shall be removed and replaced or allowed to remain in place. If the bituminous plantmix pavement is allowed to remain in place, it

is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of bituminous plantmix pavement as described below.

There shall be a 10 percent deduction per the unit price bid applied to all bituminous plantmix pavement represented by the failing extraction tests for each 0.1%, or portion thereof, out of job-mix formula specification limits as shown below:

Out Of Specification % Range	**Penalty (per Unit Bid Price) Percent Deduction**
0.0% - 0.10%	10%
0.11% - 0.20%	20%
0.21% - 0.30%	30%
0.31% - 0.40%	40%
Greater than 0.40%	Rejected, remove and replace

3. Density Penalty:

In the event that any bituminous plantmix pavement is placed and is shown by density tests to be outside the job-mix formula specifications limits, a determination shall be made by Engineer as to whether the bituminous plantmix pavement shall be removed and replaced or allowed to remain in place. If the bituminous plantmix pavement is allowed to remain in place, it is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of bituminous plantmix pavement as described below.

Marshall density (50 blows) Relative Compaction	**Penalty (per unit price bid) Percentage Deduction**
96.0% and above	-0-
95.0% to 95.9 %	10%
94.0% to 94.9%	20%
93.0% to 93.9%	30%
Below 93.0%	Remove and replace

4. Thickness Penalty:

In the event that any bituminous plantmix pavement is placed and is shown by thickness tests to be outside the specifications limits, a determination shall be made by Engineer as to whether the bituminous plantmix pavement shall be removed and replaced or allowed to remain in place. If the bituminous plantmix pavement is allowed to remain in place, it is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of bituminous plantmix pavement as described below.

Thickness deficiency **In inches**	**Penalty (per unit price bid)** **Percentage Deduction**
0.00" - 0.25"	15%
0.26" - 0.50"	30%
Greater than 0.50"	Remove and replace
(NOTE: All thickness measurement shall be done prior to or exclude the thickness of open grade material.)	

END OF DOCUMENT 4008

Document No. 7001 PAINTING (10/13/03)

1. Scope:

This section covers field painting, including surface preparation, protection of surfaces, and other appurtenant work. Unless otherwise specified, at the conclusion of field painting work all surfaces shall be covered with at least three coats of paint. Except for equipment with complete factory applied finish, at least two field coats of paint shall be applied to all surfaces.

Contractor shall furnish all materials, tools and equipment, and shall do all painting work specified herein, or otherwise specified or indicated on the Drawings.

2. Materials:

All paint shall be delivered to the job in original unopened containers with labels intact. Paint shall be stored inside and shall be protected against freezing. No adulterant, unauthorized thinner, or other material not included in the paint formulation shall be added to the paint for any purpose.

Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the first field coat over shop painted or previously painted surfaces shall cause no wrinkling, lifting, or other damage to underlying paint.

All paint used for intermediate and finish coats shall be guaranteed by the paint manufacturer to be lead and mercury-free and fume proof. Any listed brand of paint that is not lead and mercury-free and fume proof shall not be used.

Where painting materials are referenced to Federal or Military Specifications, the reference shall define general type and quality required but is not intended to limit acceptable materials to an exact formulation.

3. Intermediate and Finish Paints:

3.1 Semigloss Alkyd:

Fed Spec TT-E-529, Cook "Shadotone Satin Enamel"

Koppers "Glamortex Semi-Gloss"

Mobil "Series 31 Alkyd Satin Enamel"

Tnemec "Endura-tone"

or equal.

4. Product and Color Selection:

Contractor shall submit color cards for all paints which he proposes to use, together with complete descriptive Specifications covering all unlisted brands, to Construction Manager for review and color selection. Requests for review submitted directly to Construction Manager by paint suppliers will not be considered. Colors will be coordinated by Construction Manager with Carson City.

5. Field Priming:

In general, surfaces of equipment, are specified to be shop primed. Any such surfaces which have not been shop primed shall be field primed. Shop coatings which are damaged or have failed, and have been determined unsuitable by Construction Manager, shall be removed and the surfaces field primed. Primers used for field priming, unless other wise required for repair of shop primers shall be:

Pipe and equipment surfaces to be painted with alkyd enamel rust inhibitive.

A tie coat shall be applied between the primer and top coats, if recommended by the paint manufacturer.

6. Field Painting:

All exposed surfaces, including sides and edges, shall be painted.

All in-vault piping, valves and equipment (metal surfaces) shall be painted with semigloss alkyd enamel.

7. Surfaces Not To Be Painted:

Except as otherwise required or directed, the following surfaces are to be left unpainted:

1) Wood shakes

2) Grease fittings

3) Exposed surfaces of aluminum

4) Polished or finished stainless steel. (Unfinished stainless steel shall be painted.)

5) Nickel or chromium

6) Galvanized surfaces, including piping, conduit and ductwork

7) PVC, copper and poly-flo piping

8) Rubber and plastics, including fiberglass reinforced plastics.

9) Exterior concrete

10) Surfaces specified to be factory finished or with a factory (not primer).

8. Color Schedule:

Refer to the drawings for the color schedule. Submit color samples to Construction Manager for approval.

9. Mixing and Thinning:

Paint shall be thoroughly mixed each time any is withdrawn from the container. Paint containers shall be kept tightly closed except while paint is being withdrawn.

Unless otherwise authorized, all paint shall be factory mixed to proper consistency and viscosity for application without thinning. Thinning will be permitted only as necessary to obtain recommended coverage at lower application temperatures. In no case shall the wet film

thickness of applied paint be reduced, by addition of paint thinner or otherwise, below that represented by the recommended coverage rate.

10. Surface Preparation:

All surfaces to be painted shall be dry and free of dirt, dust, sand, grit, mud, oil, grease, rust, loose mill scale, or other objectionable substances, and shall meet the recommendations of the paint manufacturer for surface preparation. Cleaning and painting operations shall be performed in a manner which will prevent dust or other contaminants from getting on freshly painted surfaces. Oil and grease shall be completely removed by use of solvents or detergents before mechanical cleaning is started. The gloss of previously painted surfaces shall be dulled if necessary for proper adhesion of top coats.

Surfaces shall be free of cracks, pits projections, or other imperfections which would prevent the formation of a smooth, unbroken paint film.

When applying touch-up paint, or repairing previously painted surfaces, the surfaces to be painted shall be cleaned and sanded or wire brushed in such a manner that the edges of adjacent paint are feathered or otherwise smoothed so that they will not be noticeable when painted. All paint made brittle or otherwise damaged by heat or welding shall be completely removed.

11. Ferrous Metal Surfaces:

Ungalvanized ferrous metal surfaces shall be cleaned for painting by means of solvents, high-speed power wire brushing, scraping, or other suitable methods. Surfaces of welds shall be given special treatment by scraping and wire brushing as necessary to remove all slag and weld spatter. Tools which produce excessive roughness shall not be used.

Blast cleaning may be used at the option of Contractor provided that no dust is permitted to settle on adjacent wet paint films.

Mill scale which adheres so tightly that it cannot be lifted with a sharp knife need not be removed.

12. Masking:

All nameplates and other surfaces not to be painted shall be neatly masked prior to painting.

13. Hardware:

Hardware and hardware items such as bolts, screws, washers, and springs need not be cleaned prior to painting if there is no evidence of dirt, corrosion, or foreign material.

14. Application:

Paint shall be applied in a neat manner, with finished surfaces free of runs, sags, ridges, laps, and brush marks.

Each paint coat shall be hard and dry through the entire paint film before the next coat is applied. Each coat shall be applied in a manner that will produce an even film of uniform and proper thickness. In no case shall paint be applied at a rate of coverage per gallon which is greater than the maximum rate recommended by the manufacturer.

Paint films showing sags, checks, blisters, teardrops, or fat edges will not be accepted. Paint containing any of these defects shall be entirely removed and the surface repainted.

15. Priming:

Edges, corners, crevices, welds, and bolts shall be given a brush coat of primer before the specified spot or touch-up painting of metal surfaces. Special attention shall be given to filling all crevices with paint.

Prime coating shall be covered with a tie coat if recommended by the manufacturer of the finish coating.

Abraded and otherwise damaged portions of shop applied paint shall be repainted. Welded seams and other uncoated surfaces, heads and nuts of field installed bolts, and surfaces where paint has been damaged by heat, shall be given a coat of the specified primer. This patch, spot, or touch-up painting shall be completed, and shall be dry and hard, before additional paint is applied.

16. Film Thickness:

The total paint film thickness including prime coat (if any), intermediate coats, and finish coat shall not be less than ten (10) mils.

17. Weather Conditions:

Paint shall not be applied, except under shelter, during wet, damp, or foggy weather, or when windblown dust, dirt, debris, or insects will collect on freshly applied paint. Paint shall not be applied at an air temperature below 50° F, or when metal temperature and atmospheric conditions cause condensation on the surface of the metal.

18. Repairing Damaged Paint on Equipment:

Painted surfaces of equipment which have become damaged prior to acceptance by Carson City shall be repainted with the same or equivalent paint used in the original application.

18.1 Protection of Surfaces:

Throughout the work Contractor shall use drop cloths, masking tapes, and other suitable measures to protect all surfaces from accidental spraying, spattering, or spilling of paint. Contractor shall be responsible for and shall correct and repair damage resulting from his operations or the operations of those responsible to him. Paint deposited on surfaces which are not being painted at the time shall be immediately removed. Bituminous paints spilled or dropped on any material except metals shall be surface cleaned and spot painted with aluminum paint prior to applying the specified paint. Exposed concrete not specified to be painted which is damaged by paint shall be either removed and rebuilt or completely cleaned to the satisfaction of Construction Manager.

END OF DOCUMENT 7001

Document No. 7006 METAL DOORS AND FRAMES (12/10/09)

1. Scope:

This section covers doors and frames to be used in exterior walls. Doors shall be provided complete with required finish hardware.

2. General:

2.1 Description:

A. Work Included: Provide all metal Doors and Frames, complete in-place, as shown on the drawings, specified herein or as required for a complete and proper installation.

B. Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections of these Specifications.

C. Related Work:

1. Sealants and Caulking
2. Finish Hardware
3. Glass and Glazing
4. Painting

2.2 Quality Assurance:

A. Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Single Source: All work of this Section shall be produced by a single manufacturer unless otherwise approved by the Architect.

C. Fire Rated Assemblies: Wherever a fire-resistance classification is shown or scheduled for metal doors and frames, provide fire-rated doors and frames investigated and tested as a fire door assembly, complete with type of fire door hardware to be used. Identify each fire door, and frame with recognized testing laboratory labels, indicating applicable fire rating of both door and frame. Construct assemblies to comply with NFPA Standard No. 80, and as herein specified.

D. Certificates and Labels: Identify each door and frame with recognized labels and certificates.

3. Reference Standards:

A. NFPA Standard No. 80

B. AIA (NBFU) Pamphlet No. 8

C. Pressure Test: IBC 715.3.3 and UL 10C.

D. Underwriters Laboratories

E. "Recommended Locations for Builder's Hardware" published by the National Builder's Hardware Association.

3.1 Submittals:

A. Submit the following submittals in accordance with the requirements in the General Conditions.

1. Coordinate and submit together with the submittals required for Section 08710, Finish Hardware.

B. Manufacturer's Data:

1. Complete materials list of all items proposed to be furnished and installed under this Section.

2. Manufacturers' specifications and other data required to demonstrate compliance with the specified requirements.

C. Shop Drawings:

1. Provide shop drawings showing details of each frame type, elevations of each door design type, details of all openings, all details of construction, installation, all anchorage, and certifications.

2. Provide written documentation showing compliance with all required labels and certifications.

3.2 Product Handling:

A. Protection: Use all means necessary to protect materials of this Section before, during, and after installation and to protect installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary, and at no additional cost to the Owner.

3.3 Products:

3.3.1 Materials:

A. Hot Rolled Steel Sheets and Strips: Commercial quality carbon steel, pickled and oiled, complying with ASTM A-569 and ASTM A-568.

B. Cold Rolled Steel Sheets: Commercial quality carbon steel, complying with ASTM A-366 and ASTM A-568.

C. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A-526, and ASTM A-525, G60 zinc coating, mill phosphatized.

D. Supports and Anchors: Fabricate of not less than 18 gage galvanized sheet steel.

E. Inserts, Bolts and Fasteners: Manufacturer's standard units, except hot-dip galvanized items to be built into exterior walls, complying with ASTM A-153, Class C or D as applicable.

F. Shop Applied Paint: For steel surfaces, use rust-inhibitive baked enamel or paint, suitable as a base for specified finish paints.

4. Fabrication:

4.1 General:

A. Verify all measurements at the job site prior to fabrication.

B. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Accurately form metal to required sizes and profiles.

C. Wherever practicable, fit and assemble units in the manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at the site.

D. Fabricate exposed faces of doors and panels from only cold-rolled steel.

E. Fabricate frames, concealed stiffeners, reinforcement, edge channels, louvers and moldings from either cold-rolled or hot-rolled steel (at fabricator's option).

F. Fabricate exterior doors, panels and frames from galvanized steel. Top edge of doors in exterior walls shall be fitted with a flush water-tight closure.

G. Vertical edges shall join the face sheets by a continuous weld extending the full height of the door. Welds are to be ground, filled and dressed smooth to make them invisible and provide a smooth flush surface.

4.2 Exposed Fasteners: Provide countersunk flat phillips for exposed screws and bolts:

4.3 Finish Hardware Preparation:

A. Prepare hollow metal units to receive mortised and concealed finish hardware, including cutouts, reinforcing. Drilling and tapping in accordance with final Finish Hardware Schedule and templates provided by hardware suppliers. Comply with applicable requirements of ANSI A-115.

B. Reinforce hollow metal units to receive surface-applied hardware. Drilling and tapping for surface-applied finish hardware may be done at site.

C. Locate finish hardware in accordance with "Recommended Locations for Builders Hardware", published by the National Builders Hardware Association.

D. Reinforce all doors for thru sex bolts at closers.

4.4 Shop Painting:

A. Clean, treat and paint exposed surfaces of fabricated hollow metal units, including galvanized surfaces.

B. Clean steel surfaces of mill scale, rust, oil, grease, dirt and other foreign materials before the application of the shop coat of paint.

C. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive field-applied paint.

5. Standard Metal Doors:

5.1 General: Provide metal doors of the types and styles indicated on the drawings or schedules. Sheet steel shall be 18 gage minimum each face for interior doors, 16 gage minimum for exterior doors, 12 gage minimum reinforcing for closer, 8 gage

minimum reinforcing for hinges, and 16 gage minimum reinforcing for locks. Exterior doors shall be urethane core doors.

A. Form exterior doors of hot dip galvanized steel.

5.2 Glass-Moldings and Stops:

A. Where specified or shown on drawings, doors shall be provided with hollow metal moldings to secure glazing by others in accordance with glass opening sizes shown on approved shop drawings.

B. Loose stops shall be not less than 20 gage steel, with butt corner joints, secured to the framed opening by cadmium or zinc-coated countersunk screws. Snap-on attachments will not be permitted.

C. Glass moldings and stops shall be prime painted ready to receive field applied paint.

6. Standard Metal Frames:

6.1 General:

A. Provide metal frames of the types and styles indicated on the drawings or schedules.

Metal frames shall be 16 gage for interior doors, 16 gage for exterior doors and shall be properly reinforced for the finish hardware specified in Division 8.

B. Provide metal frames for doors, and other openings, as shown on the drawings. Conceal all fastenings unless otherwise shown.

C. Fabricate frames of all welded construction. Miter and weld all corners. No mechanical interlocks.

D. Form exterior frames of hot dip galvanized steel.

E. Provide 16 gauge galvanized anchors at all frames of the following minimum quantities:

1. One floor clip per jamb, welded to frame.

2. Three wall anchors per jamb to 7'-2". Four wall anchors per jamb from 7'-3" to 9'-0". Add one additional wall anchor for each additional 2'-0" in height or fraction thereof. Welded to frame.

3. Two wall anchors per head at door pairs. One wall anchor per head at windows of 8'-0". Add one additional wall anchor for each additional 4'-0" in width or fraction thereof. Welded to frame.

4. Anchor styles shall be as indicated in the drawings or as approved in shop drawings.

7. Door Silencers: Drill stops to receive 2 silencers on strike jambs of single-swing frames and 2 silencers on heads of double-swing frames.

8. Plaster Guards: Provide 26 gage steel plaster guards or mortar boxes, welded to the frame, at back of all finish hardware cutouts where mortar or other materials might obstruct hardware operation.

9. Non-Standard Doors And Frames:

A. When doors and frames are required which are not available from the manufacturer as stock items, provide such items as custom items constructed in

conformance with the requirements for stock items within the profiles and size limitations shown on the drawings.

B. Where required by the drawings, provide with full thickness solid core of rigid rock wool cut out to fit between stiffeners and to fit hardware reinforcements.

C. Install core to completely fill the interior of the door. Install similar core in frames in these openings.

10. Other Materials:

A. All other materials not specifically described but required for a complete and proper installation shall be as selected by the Contractor subject to the approval of the Architect.

11. Execution:

11.1 Inspection:

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

11.2 Installation:

A. General: Install hollow metal units and accessories in accordance with manufacturer's data, and as herein specified.

B. Placing Frames:

1. Except for frames located at in-place concrete or masonry openings, place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumb, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.

2. In masonry construction, locate 3 wall anchors per jamb at hinge and strike levels. Building-in of anchors and grouting of frames is specified in Division 4.

3. At in-place concrete or masonry construction, set frames and secure to adjacent construction with machine screws and masonry anchorage devices. If attached with screws, provide "Z" fillers at each screw location to prevent collapse or distortion of frames when screws are tightened.

4. When installed in prepared openings in concrete or masonry construction install sealant between frames and concrete or masonry in compliance with the requirements of Division 7.

C. Door Installation:

1. Fit doors accurately in their respective frames, within clearances specified in S.D.I. 100.

2. Place fire-rated doors with clearance as specified in NFPA Standard No. 80.

D. Caulk, seal and fasten so as to provide a complete weathertight installation.

12. Cleaning And Protection:

A. Final Adjustments: Check and readjust operating finish hardware items in hollow metal work just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames which are warped, bowed or otherwise damaged.

B. Prime Coat Touch-up: Immediately after erection, sand smooth all rusted and damaged areas of prime coat and apply touch-up of compatible air-drying primer.

End of Document 7006

Document No. 7007 SEALANTS AND CAULKING(12/10/09)

1. Scope:
This section covers caulking and sealing.

2. General:

i. Work Included: Provide Sealants and Caulking where shown on the Drawings, as specified herein, and as needed for a complete and proper installation, including:

1. Sealing of all joints as required to provide a positive barrier against passage of air and passage of moisture.

2. Glazing sealants.

3. Fire stopping at through-penetrations.

ii. Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections of these Specifications.

iii. Related Work:

1. Concrete

2. Concrete Unit Masonry

3. Metal Doors and Frames

4. Glass and Glazing

3. Quality Assurance:

A. Qualifications of Installers: For caulking and installation of sealants throughout the work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the drawings and the installation requirements called for in this Section.

4. Reference Standards:

A. Federal Specifications (FS)

1. FS: TT-S-00230C: Single Component Sealants.

2. FS: TT-S-00227E: Multi Component Sealants.

B. American Society for Testing Materials (ASTM)

1. ASTM C834-76: Latex Sealing Compounds.

2. ASTM C920-79: Elastomeric Joint Sealants.

ASTM E814: Fire Tests of Through Penetration Firestops.

C. Underwriter's Laboratories

1. UL 1479: Fire Tests of Through Penetration Firestops.

D. National Fire Protection Code

1. NFPA 70: National Electric Code.

2. NFPA 101: Life Safety Code.

5. Submittals:

A. Submit the following submittals in accordance with the requirements in the General Conditions.

B. Manufacturer's Data:

1. A complete materials list showing all items proposed to be furnished and the application under which it will be installed.

2. Sufficient data to demonstrate that all such materials meet or exceed the specified requirements.

3. Specifications, installation instructions, and general recommendations from the materials manufacturers showing procedures under which it is proposed that the materials will be installed.

C. Samples:

1. Joint Sample: Prior to Sealants and Caulking work, provide a sample of each type of finished joint as directed by the Architect.

a. The sample shall show the workmanship, bond and color of sealant.
b. The quality of the work throughout the job shall match the approved sample.

6. Product Handling:

A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the owner.

7. Delivery and Storage:

A. Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers.

B. Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.

8. Products:

8.1 General:

A. Definitions: The terms "sealant" and "caulk" as used herein and as shown on the Drawings shall be interchangeable, and shall mean all sealing and caulking materials including elastomeric sealants, non-elastomeric sealants, acrylic sealants, mastic, adhesives, foam, firestop, primers, and back up materials required.

B. Contractor shall provide the proper sealant, primer, backer rod, bond breakers and other accessories required for each different substrate and application as recommended by the manufacturer for the installation.

C. Compatibility: Before purchase of each required material, confirm its compatibility with each other material it will be exposed to in the joint system.

D. Size and Shape: As shown or, if not shown, as recommended by the manufacturer for the type and condition of joint, and for the indicated joint performance or movement.

E. Grade of Sealant: For each application, provide the grade of sealant (non-sag or self-leveling) as recommended by the manufacturer for the particular condition of installation

(location, joint shape, ambient temperature, and similar conditions), to achieve the best possible overall performance. Grades specified herein are for normal condition of installation.

F. Colors: For exposed materials provide color to match the adjacent surface or as selected by Architect from manufacturer's standard colors.

1. For concealed materials, provide the natural color which has the best overall performance characteristics.

8.2 Elastomeric Sealants:

A. Acceptable Manufacturers:

1. Tremco
2. Sika
3. General Electric
4. Dow Corning
5. Approved equal

B. Provide an elastomeric, cold-applied, polyurethane or silicone sealant for applications as recommended by the manufacturer.

C. Exterior and Interior Vertical Surfaces:

1. Usage: Seal building joints, caulk at porous substrates, weatherproof junctions of building materials, and at joints to provide a positive barrier against passage of air and passage of moisture.
2. Two-Component, premium-grade, polyurethane-base, non-sag, elastomeric sealant complying with FS TT-S-00227E and ASTM C-920.

D. Interior and Exterior Horizontal Surfaces:

1. Usage: Expansion Control Joints in parking decks, pavements and driveways.
2. Two-Component, premium-grade, polyurethane-base, self-leveling, elastomeric sealant complying with FS TT-S-00227E and ASTM C-920.

E. Glazing Sealant:

1. Usage: Glazing windows, curtain walls and skylights.
2. One-Component, silicone sealant, complying with FS TT-S-001543A and ASTM C-920.

F. Interior Seams and Cracks:

1. Usage: Interior joints, seams and cracks where no passage of air or moisture is possible.
2. One-Component, acrylic/latex, non-sag, acrylic polymer base sealant complying with FS-TT-S-00230C Class B, Type II and ASTM C-920, Type S, Grade NS, Class 12-1/2.

G. Wet Areas:

1. Usage: Non-porous surfaces around ceramic tile, showers, tubs, sinks and plumbing fixtures.
2. One-Component, fungicidal mildew resistant, silicone rubber sealant complying with FS-TT-S-00230, FS-TT-S-001543 and ASTM C-920.

8.3 Non-Elastomeric Sealants:

A. Acceptable Manufacturers:

1. Sika

2. Approved equal

B. Provide a flexible sealer/adhesive for the application as recommended by the manufacturer.

C. Saw-Cut Joints:

1. Usage: Non-moving saw-cut construction and control joints.

2. Two-Component, solvent-free, moisture insensitive, flexible, non-sag, self leveling epoxy resin material.

8.4 Primers:

A. Provide Primers where required by the manufacturer which are nonstaining, have been tested for durability on the surfaces to be sealed, and are specifically recommended for the installation by the manufacturer of the sealant used.

8.5 Preformed Compressible Foam Sealants:

A. Butylene Impregnated Foam Sealant: Preformed sealant strips of non- drying butylene compound saturating an open-cell flexible, compressible foam of polyurethane or other durable weather-resistant and permanently elastic material; formulated to provide a watertight joint with adhesive bond to joint surfaces when compressed in the joint to 50% of normal strip dimensions; non-staining and non- migrating; paintable.

8.6 Bond-Preventive Materials:

A. General: Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, and which are nonabsorbent and nonstaining.

B. Backer-Rod: Closed-cell polyethylene foam backer-rod as a stopper or other material as recommended by the manufacturer.

C. Polyethylene Tape: Pressure-sensitive adhesive, with the adhesive required only to hold tape to the construction materials as indicated.

8.7 Other Materials:

A. All other materials, not specifically described but required for complete and proper installation, shall be as selected by the Contractor subject to the approval of the Architect.

9. Execution:

9.1 Job Conditions:

A. Do not apply sealants and caulking when the ambient temperature is below 40°F.

B. Only apply sealant to clean, sound, dry, and frost-free substrates.

9.2 Inspection:

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

10. Installation – Sealants:

A. General:

1. Manufacturer's Instructions: Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

2. Set joint filler units at proper depth or position in the joint to coordinate with other work, including the installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint filler units.

3. Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

4. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides.

5. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

6. Cure and Protection: Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.

B. Preparation:

1. Clean all surfaces. Joint walls must be sound, clean, dry, frost-free, and free of oil and grease. Curing compound residues and any other foreign matters must be thoroughly removed.

2. Porous substrates and precast concrete panels using form release agents other than polyethylene film should be cleaned by grinding, saw cutting, blast cleaning (sand or water), mechanical abrading or a combination of these methods which will provide a sound, clean and dry surface for sealant application.

3. Cleaning of all surfaces should be done on the same day on which the sealant is applied.

4. Provide backer rod of size and type as recommended by the manufacturer for the specific installation.

Install bond breaker tape or backer rod to prevent bond at base of joint.

5. Pre-condition units to approximately 70°F when recommended by the manufacturer. Move pre-conditioned units to work areas just prior to application.

C. Priming:

1. Prime the substrates as recommended by the manufacturer for the specific application.

D. Mixing for Two-Component Sealants:

1. Mix components per the manufacturer's recommendations.

2. Mix for 3-5 minutes to achieve a uniform color and consistency utilizing the mixing paddles or other instruments as recommended by the manufacturer. Utilize integral color as recommended.

3. Avoid entrapment of air during mixing.

E. Vertical Joints Application:

1. Apply into joints when joint slot is at mid-point of its designed expansion and contraction.

2. Place nozzle of gun into bottom of the joint filling entire joint. Keep nozzle in the sealant, and continue on with a steady flow of sealant preceding the nozzle to avoid air entrapment.

3. Avoid overlapping of sealant to eliminate entrapment of air.

4. Tool as required.

5. Do not cure in the presence of curing silicone sealants. Avoid contact with alcohol, and other solvent cleaners, during cure.

6. Maximum and minimum depth of sealant shall not exceed the manufacturers recommendations for the particular application.

F. Horizontal Joints Application:

1. When placing self-leveling grade, pour sealant into joint slot in one direction and allow sealant to flow and level out as necessary.

2. Where horizontal joints are between a horizontal surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.

3. For use in horizontal joints in traffic areas, the absolute minimum depth of the sealant is 1/2 inch and closed cell backer rod is recommended to offer greater support.

4. Roadway joints should be recessed in the joint to a minimum of 1/4 inch from the surface. Joint dimension should allow for 1/4 inch minimum and 1/2 in maximum thickness for sealant. Proper design is 2:1 width to depth ratio.

11. Installation - Glazing Sealants:

A. General:

1. Manufacturer's Instructions: Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

B. Preparation:

1. Clean all joints and glazing areas by removal of foreign matter and contaminants such as oil, dust, grease, frost, water, surface dirt, old sealants or glazing compounds and any protective coating.

2. Dust, loose particles, etc., should be blown out of joints with oil-free compressed air or vacuum cleaned.

3. Metal, glass and plastic surfaces should be cleaned by a solvent procedure or by mechanical means. Soap or detergent and water cleaning treatments are not recommended.

4. Cleaning of all surfaces should be done on the same day on which the sealant is applied.

C. Application:

1. All joints should be masked to insure a neat appearance and prevent sealant applied outside the joint confines from imparting a discoloration to the substrate.

2. Sealant should be applied in a continuous operation using sufficient pressure to fill the joint and make complete contact to the joint sides.

3. Tool the sealant slightly concave using solvent or dry-tooling techniques. Do not tool with soap or detergent and water solutions.

4. Areas adjacent to joints should be masked to assure neat sealant lines.
5. Do not allow masking tape to touch the clean surfaces to which the silicone is to adhere.
6. Tooling should be complete in one continuous stroke immediately after sealant application and before a skin forms.

12. Protection and Cleaning:

A. Remove masking tape immediately after joints have been tooled.

B. Clean adjacent surfaces free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.

C. Excess sealant should be removed from all surfaces while still uncured. Cured sealant is very difficult to remove without altering or damaging the surfaces to which the sealant has been misapplied.

D. After installation and until Owner's acceptance, protect the Rated Firestop Systems from damage.

E. Dispose of (away from site) all debris, trash, containers, residue, remnants and scraps which result from the work of this Section.

End of Document 7007

Document No. 7008 ROUGH CARPENTRY

1. Scope:

This section covers all work involving rough carpentry.

1.1 Quality Control:

Source Quality Control:

Lumber Grading Rules Wood Species	PS20 and West Coast lumberman's Association Grading Rules #16.
Plywood Grading Rules	Softwood Plywood - Construction and industrial; PS1
Grade Marks	Identify lumber and plywood by official grade mark.
Lumber	Grade Stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number of name, grade of lumber, species or species grouping or combination designation, rules under which graded where applicable, and condition of seasoning at time of manufacture. S-Grn: Unseasoned S-Dry: Max 19% moisture content MC-15: Max of 15% moisture content Dense: Density classification applies to Douglas Fir and Southern Pine when applicable.
Soft Plywood	Conforming to PS1

2. Requirements of Regulatory Agencies:

Preservative Treated Lumber and Plywood	American Wood Preservers Bureau, Bureau, Quality Mark
Pressure Treated Material	American Wood preservers Bureau Standards
Span Tables / Working Stresses	National Forest Products Association Softwood Lumber, National Design Specification, National Forest Products Association
Building Code Requirements	Carson City, Nevada

3. Submittals:

3.1 Shop Drawings:

Shop drawings shall include framing connection details, fastener connections, and dimensions except when details are included on contract drawings.

3.2 Certification:

When using pressure treated wood, submit certification by treating plant, stating chemicals and process used, net amount of salts retained, and conformance with applicable standards. For preservation treated wood, submit certification for water-borne preservative that moisture content was reduced to 19% max, after treatment.

4. Product Delivery, Storage, and Handling:

Immediately upon delivery to job site, place materials in area protected from weather. Store materials a minimum of six inches (6”) above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation. Do not store seasoned materials in wet or damp portions of building. Protect sheet materials from corners breaking and damaging surfaces, while unloading.

5. Materials:

5.1 Lumber:

All wood pressure preservative treated AWPB LP-4.

Dimensions	Specified lumber dimensions are nominal. Actual dimensions to conform to PS20.
Surfacing	Surface 4 sides (S4S), unless specified otherwise.
Glue Laminated Lumber	Structural purposes interchangeable with solid saw lumber. Glued joints of load bearing lumber; PS56.
Framing Lumber	Douglas Fir - Larch.
Joists, Rafters, Studs, Plates	No. 2 or better
Beams, Posts and Columns	5” and thicker: Grades No. 1 or better
Blocking, Bracing, Nailers	Construction Grade
Redwood	Construction Grade Heartwood

5.2 Plywood:

Exterior Graded plywood where edge or surface is permanently exposed to weather. All concealed sheathing pressure preservative treated AWPB LP-4.

Roof Sheathing	⅝”, Grade CDX, structural II, minimum identification index: 32/16
Wall Sheathing	½”, Grade CDX, Structural II

6. Building Paper:

Building paper shall be asphalt-saturated felt, ASTM D226, 15 lb. Non-perforated.

7. Rough Hardware:

Bolts	FS FF-B-575 AND FS FF-B-584

Nuts	FS FF-N-836
Expansion Shields	FS FF-B-561
Lag Screws and Bolts	FS FF-B-561
Toggle Bolts	FS FF-B-588
Wood Screws	FS FF-S-11
Nails and Staples	FS FF-N-105

8. Insulation:

Fiberglass batt, FS HH-1-521E, Type 11, Kraft paper faced, or R-max rigid insulation where shown.

Ceiling	R38, 1 - ½” thick
Walls	R19, 3 - ½” thick

9. Gypsum Board:

Wallboard	⅝”, fire rated, ASTM C36, Type X; or FS SS-L-30, Type III, Grade X, Class 1

10. Inspection:

Verify that surfaces to receive rough carpentry materials are prepared to required grades and dimensions.

11. Installation:

11.1 Blocking:

Install in continuous horizontal row at mid-height of single-story partitions over eight feet (8’) high and multi-story partitions. Wedge, align, and anchor blocking with countersunk bolts, washers and nuts, or nails.

Locate blocking to facilitate installation of finishing materials, fixtures, specialty items and trim.

11.2 Joist Framing:

Install with crown edges up. Support ends of each member minimum one and one half inch (1-½”) of bearing on wood or metal. Support joists alternately at ends with solid blocking, two inches (2”) thick by depth of joists, between members crossing bearing points. Lap members framing from opposite sides of beams, girders, or partitions, minimum four inches (4”) or tie opposing members together by toenailing or metal connectors.

12. Notches:

Do not notch in middle third of joists.

Notches in top or bottom of joists	Maximum of 1/6 depth of member
Notched ends	Maximum of 1/3 depth of member, two inches (2”) minimum distance to top or bottom of joists
Bored holes	Maximum of 1/3 depth of member, two inches (2”) minimum distance to top or bottom of joists

13. Bridging:

Nominal depth-to-thickness ratio of joists exceeding six (6), install bridging at eight foot (8’) intervals.

13.1 Solid bridging

Size two inch (2”) x depth of joist x length to suit

Install offset to permit toenailing or end-nailing

13.2 pace bridging max:

Spans to 10’ / 1 row mid-span

Spans 10’ to 20’ / 2 rows at 1/3 span

Spans over 20’ / rows not over 8’ apart

13.3 Rafters:

Nail rafters to exterior wall studs.

14. Roof Sheathing:

14.1 Plywood Sheathing:

Install plywood with face grain perpendicular to supports, using panel with continuous end joints over 2 or more spans staggered between panels and locate over supports. Allow minimum one-sixteenth inch (1/16”) space at the end joins and one-eighth inch (1/8”) at edge joints, doubling these spacings in wet or humid conditions. Support edge joints by use of plyclips, tongue and groove edges, or 2 x 4 lumber blocking. Nail six inch (6”) o.c. along panel edges and twelve inch (12”) o.c. at intermediate supports. Nail six inch (6”) o.c. at all supports, for support spaced four feet (4’) o.c. Used 8d common, smooth ring-shank, or spiral-thread nails for panels, except that when panels are one and one half inch (1-½”) or one and one quarter inch (1-¼”) use 8d ring-shank or 10d common nails.

14.2 Wall Sheathing:

14.2.1 Plywood Sheathing:

Install with face grain horizontal or vertical. Allow minimum one sixteenth inch (1/16”) space at end joints and one eighth inch (1/8”) at edge joints, doubling these spacings in wet or humid conditions, nailing as indicated on drawings.

14.2.2 Exposed Gypsum Wallboard:

Tape fill and finish joints, fill and finish depressions. Provide galvanized corner beads at corners.

15. Preservative Pressure-Treated Wood Products:

Apply two (2) brush coats of same preservative used in original treatment of all drilled or cut surfaces of treated lumber and plywood.

16. Roof Edge Nailers:

Continuous, level, plumb straight, two anchor bolts, minimum, per nailer.

17. Production:

Protect wood decking with protective waterproof cover until roofing has been installed.

END OF DOCUMENT 7008

Document No. 7010 Finish Hardware(12/10/09)

1. General

1.1 Description

A. Work Included: Provide Finish Hardware where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

B. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 01 of these Specifications.

C. Related Work:

1. Metal Doors and Frames

2. Insulated Steel Rolling Doors

1.2 Quality Assurance

A. Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Use components produced by manufacturers regularly engaged in the business of manufacturing, installing, and servicing Finish Hardware of the types required by this Section of these Specifications, and with a history of successful production acceptable to the Architect.

C. Fire Rated Assemblies: Wherever a fire-resistance classification is shown or scheduled for doors and frames, provide fire-rated hardware investigated and tested as a part of fire door assembly. Identify with recognized testing laboratory labels, indicating applicable fire rating of the assembly. Construct assemblies to comply with NFPA Standard No. 89, AIA (NBFU) Pamphlet No. 8 and as herein specified.

1.3 Reference Standards

A. A.I.A. (NBFU) Pamphlet No. 80 - Fire Rated Openings.

B. National Fire Protection Association: NFPA Standard No. 80 - Fire Rated Openings.

C. International Building Code: IBC-715.3.3/UL-10C (Positive Pressure and Smoke and Draft Control).

D. National Builder's Hardware Association: NBHA "Recommended Locations for Builders Hardware".

E. Americans with Disabilities Act (ADA)

1.4 Submittals

Submit the following submittals in accordance with the requirements in the General Conditions.

1. Coordinate the submittals required for this section with Section 08100: Metal Doors and Frames.

B. Manufacturer's Data:

1. Materials list of items proposed to be provided under this Section.

2. Manufacturers' specifications and other data needed to prove compliance with the specified requirements.

3. Manufacturers' recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

C. Shop Drawings:

1. Provide Shop Drawings utilizing the same references shown in the Door Schedule. Identify each hardware item by manufacturer, the manufacturer's catalog number, appropriate labels and the location of the item in the Work.

2. Contractor shall notify the Architect of any discrepancies or insufficiencies in the Hardware Groups in the Shop Drawings. Submission of the Shop Drawings shall be evidence of the Contractor's representation that the Finish Hardware constitutes a complete and proper installation.

3. Approval of the hardware list by the Architect shall not relieve the Contractor from the responsibility for furnishing all required finish hardware.

D. Samples:

1. Provide samples within 15 calendar days if requested by the Architect. Deliver to the Architect one (1) Sample of each finish hardware item requested.

E. Templates:

1. In a timely manner to ensure orderly progress of the Work, deliver templates or physical samples of the approved finish hardware items to pertinent manufacturers of interfacing items such as doors and frames.

1.5 Product Handling

A. Packing and Marking: Individually package each unit of finish hardware, complete with proper fastenings and appurtenances, clearly marked on the outside to indicate the contents and specific locations in the Work.

B. Protection: Use all means necessary to protect materials of this Section before, during, and after delivery to the job site and to protect the work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.6 Delivery and Storage

A. Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturers' recommendations.

1.7 Warranty

A. Provide the manufacturer's Standard Warranty for the following components:

1. Closers: 5 year warranty.

2. Hold Opens: 2 year warranty.

1.8 Products

1.8.1 General

A. Provide Finish Hardware as listed in the Hardware Schedule and as needed for a complete and proper installation.

B. Finish:

1. Finishes of all hardware shall match the finish of the locksets. Take special care to coordinate all of the various manufactured items furnished under this Section, to ensure acceptably uniform finish.

C. Fasteners:

1. Furnish all finish hardware with all necessary screw, bolts, and other fasteners of suitable size and type to anchor the hardware in position for long life under hard use.

2. Furnish fastenings where necessary with expansion shields, toggle bolts, sex bolts, and other anchors approved by the Architect, according to the material to which the hardware is to be applied and the recommendations of the hardware manufacturer.

D. Fire Rating: Comply with UL requirements for fire rated openings for all hardware components.

E. Comply with ADA requirements.

1.9 Locksets and Latchsets

A. Acceptable Manufacturers:

1. Best (no substitute)

B. Provide 35H Series Extra Heavy Duty Commercial mortise mechanisms; lever type.

1. Finish: 626 (US26D), Satin Chromium Plated.

2. Style: Lever Style - 3.

3. Escutcheon: Style M.

C. Cylinders:

1. 7 pin unit, High Security Cylinder with interchangeable core with construction master key feature.

D. Padlocks:

1. Provide 14B Series, 7 pin housing.

2. Options:

a. Dust Cover
b. Drain Hole
c. Pinned Plug
d. Corrosion Resistant
e. Deadlocking Type Tumbler
f. Security Shield

E. Keying:

1. Review the keying system with the Owner and provide the type required (master, grandmaster or great-grandmaster) integrated with Owner's existing system.

2. Comply with the Owner's instructions for masterkeying and, except as otherwise indicated, provide individual change key for each lock which is not designated to be keyed alike with a group of related locks.

3. Key Quantity: Furnish 3 keys for each lock, 5 keys for each master and grandmaster system and one extra key blank for each lock.

4. Key Control: Provide a key control system including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers and permanent markers.

1.10 HINGES

A. Acceptable Manufacturers:

1. McKinney

2. Hager

3. Bommer

4. Approved equal.

B. Provide full mortise hinges with non-removable pins (NRP) at exterior doors.

1. Material:

a. Interior Doors: Steel.
b. Exterior Doors: Rust proof hinges; stainless steel.
c. Wet Areas: Rust proof hinges, stainless steel.

2. Size: 4 1/2" x 4 1/2" unless noted otherwise.

3. Finish:

a. Interior: 26D, Dull Chromium.
b. Exterior: 32D, Stainless Steel.

C. Button tips and plugs standard on five knuckle hinges.

D. Where doors are required to swing 180 degrees, furnish hinges of sufficient throw to clear the trim.

1.11 Closers

A. Acceptable Manufacturers:

1. LCN Closers

2. Approved equal.

B. Provide heavy duty; surface mounted closers.

1. Finish: AL, Aluminum.

1.12 Wall Bumpers, Door Stops and Holders

A. Acceptable Manufacturers:

1. Quality/BBW/Trimco

2. Door Controls, Int. (DCI)

3. Glenn Johnson

4. Approved equal.

B. Provide Wall Bumpers/Door Stops with concealed attachments at each door. Provide proper type (wall or floor mounted) as applicable for each door. Provide 16 gauge metal backing in walls.

1. Finish: US26D, Dull Chromium.

1.13 THRESHOLDS AND DOOR BOTTOMS

A. Acceptable Manufacturers:

1. Pemko

2. Reese

3. Approved equal.

B. Provide threshold saddle and handicap threshold saddle; extruded aluminum.

1.14 Weatherstrip

A. Acceptable Manufacturers:

1. Pemko

2. Reese

3. Approved equal.

B. Provide extruded aluminum with vinyl bubble weatherstrip.

1.15 Silencers

A. Provide silencers in all metal door frames, or unless continuous bumper-type weatherstripping is shown or specified.

B. Provide three (3) silencer units in single door frames, and provide four (4) silencer units in double door frames.

C. Omit silencers from fire-rated door openings.

1.16 Other Materials

A. All other materials, not specifically described but required for a complete and proper installation, shall be as selected by the Contractor subject to the approval of the Architect.

1.17 Hardware Schedule

A. The Hardware Groups for each door are listed in the Door Schedule.

B. Quantity:

1. The Hardware Groups refer to one set of each item except for hinges which require (1-1/2 pair), unless noted otherwise.

C. Other acceptable manufacturers, or others approved in advance by the Architect, may also be used.

D. The Contractor shall be responsible for providing products of equal quality and function to those specified in the Hardware Schedule when utilizing a different approved manufacturer.

E. The following manufacturers are listed in the Hardware Schedule unless noted otherwise.

1. Locksets & Latches: Best

2. Hinges: McKinney

3. Closers: LCN

4. Wall Bumpers: Trimco

5. Threshold: Pemko

6. Weatherstrip: Pemko

F. Hardware Groups:

HW-1	NOTES
Lockset	34H-7AW0-3-M
Hinges	T4-B3786
Closer	4014
Threshold	R.50 SMRA
Weatherstrip	303AV
Door Bottom	210AV

2. Execution

2.1 Inspection

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

B. Coordinate with Electrical to verify that all electrical connections for hardware are provided as required for a complete and proper installation.

2.2 Installation

A. Mount hardware units at heights recommended in "Recommended Locations for Builders' Hardware" by NBHA, except as otherwise specifically indicated or required to comply with governing regulation, and except as may be otherwise directed by the Architect.

B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Closers shall be mounted as directed by the Architect.

C. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, re-install each item. Do not install surface-mounted items until finishes have been completed on the substrate.

D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

E. Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

F. Cut and fit threshold and floor covers to profile of door frames, with mitered corners and hair-line joints. Joint units with concealed welds or concealed mechanical joints. Cut smooth openings for spindles, bolts and similar items, if any.

G. Screw thresholds to substrate with No. 10 or larger screws, of the proper type for permanent anchorage and of bronze or stainless steel which will not corrode in contact with the threshold metal.

1. On heavy-duty cast metal thresholds, provide not less than 3/8" diameter screw anchors.

H. At exterior doors, and elsewhere as indicated, set thresholds in a bed of either butyl rubber sealant or polyisobutylene mastic sealant to completely fill concealed voids and exclude moisture from every source. Do not plug drainage holes or block weeps. Remove excess sealant.

I. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Lubricate moving parts with type lubrication recommended by manufacturer (graphite-type if no other recommended). Replace units which cannot be adjusted and lubricated to operate freely and smoothly as intended for the application made.

J. Adjust finish hardware for smooth operation. Adjust closers for proper tension such that the latch engages without undo force.

K. Key System:

1. At the time of final acceptance of the Work, void the construction key system and, in the presence of the Architect, demonstrate that the specified keying system is operating properly.

2. Transmit the Keys, Master Keys and Key Control System to the Owner with an accurate transmittal of items submitted.

2.3 Cleaning And Protection

A. Remove paint splatters and overspray from finish hardware.

B. In addition to other stipulated requirements for cleaning, completely remove finger prints and traces of soil from surfaces of exposed portions, using only those cleaning materials recommended.

2.4 Demonstration and Testing

A. Test, clean and adjust equipment and apparatus installed, to ensure performance will meet the intent of these specifications. The operation shall be tested in the presence of the Architect.

1. Adjust and re-test any finish hardware not meeting requirements.

2.5 Operation and Maintenance

A. Operation Manuals: Provide complete Operation and Maintenance Manuals per the requirements in the General Conditions. They shall include:

1. Complete list of original manufacturer's parts supplied.

2. Manufacturer's printed operation and maintenance literature.

B. Training:

1. Verbally and physically instruct the Owner in the operation of all materials and systems per the requirements in the General Conditions.

END OF DOCUMENT 7010

Document No. 9000 LANDSCAPE GRADING (6/15/04)

1. General:

1.1 Description:

Drawings and General Conditions of these Contract documents, including Special Conditions apply to this section.

1.2 Related Documents:

1) Document No. 9001 Landscape of these Technical Specifications

2) Document No. 9002 Irrigation System of these Technical Specifications

2. Scope of Work:

Excavation and removal of existing soil, rock debris, or base material to achieve rough grade.

Installation of an approved topsoil mix to achieve finish grade.

Fine grading of all landscape planting beds to a smooth and even finish elevation.

Contour finish grades to drain water away from all structures and to prevent ponding of water in revegetation and planting bed areas.

3. Rough and Finish Grade Requirements:

After Contractor has installed any required imported top soil, it shall be spread evenly over the planting beds.

Refer to the Landscape Architects' drawings for more information on fine grading requirements.

Fine grading shall consist of the following: Raking smooth to clear and grub areas to even out the low points in all planting areas. Removing rocks and debris 1" in diameter and larger.

1) Mulch Areas: Finish grade to be 4"-6" below top of concrete sidewalks to allow 4"-6" rock mulch material depth.

2) Revegetation Seed Areas: Finish grade to be 1/2" below top of concrete sidewalk.

No planting of trees, shrubs, or seeding shall commence until final grade is achieved and approved by Construction Manager or Carson City's Representative.

4. Protection:

Protect all existing site structures, landscaping, amenities, paving, on-site vegetation and other features remaining as final work.

5. Measurement and Payment:

No direct payment will be paid for the landscape grading done in conjunction with installation of any irrigation, or landscape work.

6. Products:

7. Materials:

Soil Amendments: See landscape specifications.

8. Execution:

8.1 General:

Verify site conditions and note any irregularities affecting work of this section. Notify Construction Manager of any problems or irregularities before beginning installation of required imported topsoil, soil amendments and fine grading.

Starting work means acceptance of existing conditions.

8.2 Clarification:

These Contract documents do not intend to show all objects existing on site.

Before commencing the work of this Section, verify with Construction Manager all objects to be removed and all objects to be preserved; including all limits of construction.

Contractor is responsible for avoiding damage to all underground and above ground utilities and existing conditions that will remain as part of the finished product.

9. Scheduling:

Schedule all work in a careful manner with all necessary consideration for construction trades, Carson City, and Public.

Avoid interference with pedestrian and vehicle use within the project site.

10. Protection of Utilities:

Preserve in operating conditions all new and active utilities traversing the site and designated to remain and maintain all facilities/devices to be abandoned in an operational state until such time as they are no longer in use.

Contractor shall repair or replace at his expense any site elements, plant materials or utilities damaged by his operation.

11. Preparation of Fine Grade:

Leveling: Contractor shall remove all large rock, ruts, hummocks, and other uneven surfaces in the fine grade after incorporation of required soil amendments.

12. Excess Water Control:

13. Unfavorable Weather:

1) Do not place, spread, or roll any fine grading soil fill material during inclement weather conditions, particularly in windy conditions.

2) Do not resume operations until moisture content is satisfactory to Construction Manager.

14. Landscaping and irrigation trenches:

Compaction and backfill of all irrigation and landscaping trenches shall conform to the most recent edition of “Standard Specifications for Public Works Construction” as adopted by Carson City.

15. Jetting:

Unless specifically approved in writing by Construction Manager, jetting will not be permitted.

16. Grading:

17. General:

Except as otherwise directed by Construction Manager, perform all finish grading required to attain the elevations indicated on Construction Managers drawings.

18. Landscape Planting Areas:

All finished areas which are to receive landscape plant material shall be graded to within the required grade elevations in the grading specification and all grades shall be free from irregular surface changes. The degree of finish in all landscape planting bed areas shall be that ordinarily obtainable from a hand shovel and rake operation. Exposed roots shall be cleanly cut, covered from sunlight and kept moist and cool until backfilled.

19. Treatment after completion of grading:

1) Contractor shall clear all planting beds of all roots, weed, debris and rocks larger than 1" in diameter. This material shall be hauled off the site and disposed of properly.

2) After fine grading is completed and Construction Manager has finished his inspection, further excavation, filling, or grading, except with the approval of Construction Manager, is not permitted.

3) Use all means necessary to prevent the blowing or erosion of freshly graded areas until construction is complete. These activities shall continue until such time as the installation of plant material and mulch cover. (As per requirements of the Nevada State Environmental Protection Agency, Air Quality Division (775) 687-4670.)

20. Drainage:

All areas shall be sloped to sheet drain away from any sidewalk or building, as per Plans. If grades are not specified on the Plans, provide minimum positive drainage with a minimum fall not less than four (4) inches and a maximum fall of not more than eight (8) inches for every ten (10) feet. The measurement shall be between the landscaped areas and the edge of sidewalk.

END OF DOCUMENT 9000

Document No. 9001 LANDSCAPE

1. General:

1.1 Description:

Drawings and General Conditions of these Contract documents, including Special Conditions apply to this section.

Contractor shall, at his expense, verify the locations of all new and existing utilities; before any digging or construction begins whether shown on the drawings or not, and shall be responsible for any and all damage and repair to the same.

Contractor is responsible for the acquisition of all necessary permits associated with the project construction.

It is the responsibility of Contractor prior to submitting a bid for the work under these Contract documents and specifications, to review the drawings and visit the site to familiarize himself/herself with the site conditions, means of getting material onto the site and any other factors affecting the work.

The work shall consist of furnishing all labor, materials, services, tools, equipment and incidentals and performing all of the work required in accordance with these Contract documents and as specified herein, including incorporation of required imported topsoil/soil amendments into rough grade, sodding of lawn areas, excavation of tree and shrub pits, furnishing, planting and fertilizing all plant material, furnishing required imported topsoil, mulch installation, replacement of damaged or unhealthy plant material, protection of existing trees, preparation and planting of all plant material and maintenance of the project site and all landscaping materials for the duration of the project until Final Project Acceptance as specified elsewhere in these specifications. The work shall be performed in accordance with the best standards of practice relating to the various trades and under the continuous supervision of a competent foreman, capable of interpreting these Contract documents and these specifications.

Finish Elevations: Excavation, filling and grading, as required, to establish landscape planting bed elevations and lawn area finished grades as shown or detailed on project drawings. Coordinate all work with the Contract drawings in order to arrive at a finish grade that will allow tolerance for required imported topsoil and soil amendments, mulch treatments as required, in other sections of these specifications.

Owner: Means the Carson City Parks and Recreation Department.

2. Related Documents:

Document No. 9000 Landscape Grading of these Technical Specifications

Document No. 9002 Irrigation System of these Technical Specifications

No work shall be performed without approval of Construction Manager.

Prior to commencing site operations, Construction Manager shall review and verify with Contractor all pertinent landscape issues regarding the project site.

All existing vegetation designated to remain as part of the final product shall be protected. Contractor shall protect and preserve all remaining existing trees, after those marked for removal have been removed. Tree protection shall include: no vehicle or equipment storage and no trenches or grading will be allowed within the drip line of any of the existing trees. All tree roots that may become exposed shall be cleanly cut and covered from sunlight; keep moist and cool. Roots greater than 2" diameter

shall be tunneled under, rather than cut. Significant damage to or loss of any trees will result in Contractor being required to furnish and install, at no cost to Carson City, replacement tree(s) (with premium grade nursery stock - min. size 3" caliper or 8' ht b & b) on a 4:1 basis. (Four new trees as selected by Carson City's representative, to be planted for each existing tree significantly damaged or lost) The determination of whether a tree is "significantly damaged or lost" will be made by Carson City's Arborist, and that determination shall be final and is not debatable.

Contractor shall arrange for transportation and delivery of the trees and shrubs to the project site. After Final Project Acceptance Contractor shall assume a full one (1) year warranty on the trees and shrubs and guarantee that they will remain healthy and continue to grow. Construction Manager in conjunction with Carson City shall determine if a plant is in a healthy growing condition. If it is not, Contractor, at his expense, shall replace the plant immediately. The replacement plant shall remain under the one (1) year warranty period as per the original plant. Replacement plantings shall be conducted to achieve original planting quality and densities.

All landscape and irrigation work shall be performed by a licensed C-10 Nevada Contractor.

Contractor shall, at all times, have on the job site a Foreman fluent in understanding and speaking the English language.

3. Quality Assurance:

4. Inspections:

Site inspections of the landscape construction project shall be required for the following parts of the work:

1) Inspection of shrubs and trees upon delivery and prior to unloading.

2) Inspection of the final location of all plant material prior to installation.

3) Inspection upon final placement of all Contractor supplied materials.

4) Punch List - Final Project Acceptance.

All inspections and reviews specified herein shall be made by Construction Manager. Contractor shall request inspection at least two (2) working days in advance of the time the inspection is required.

Such reviews shall not impair the right of inspection and rejection during the progress of work.

Construction Manager reserves the right to refuse any plant material, the type of rock mulch, products, or work related to this project that is not in accordance with these Contract documents or these specifications.

All landscape plant material quality and size shall conform with NRS 555 and the current edition of "American Standard for Nursery Stock" for number one grade nursery stock as adopted by the American Association of Nurserymen. In all cases, botanical name will take precedence over common name.

Ship landscape materials with Certificates of Inspection required by governing authorities. Comply with all regulations applicable to landscape materials.

5. Submittals:

5.1 Certification:

Submit Certificates of Inspection as required by governmental authorities. Submit other data substantiating that materials comply with the specified requirements. Such certificates may be tags, labels, and/or manufacturer's literature. All submittals shall be approved before Contractor begins work.

6. Planting Schedule:

Submit a proposed landscape construction and planting schedule for approval by Construction Manager, indicating installation dates for each type of work. Correlate maintenance period with installation of plant material to provide maintenance until Final Project Acceptance. Provide any necessary information required by Carson City. To prevent frost damage to new plantings, no plant installation shall occur after the ground begins to freeze each night (normally in early November).

7. Maintenance Instructions:

Submit typewritten instructions recommending procedures to be established by Carson City for maintenance of all landscape plantings and landscape work for one (1) full year after Final Project Acceptance. Submit preliminary draft to Construction Manager for review prior to Carson City beginning maintenance. Provide Construction Manager with three (3) copies each of the final maintenance instructions.

Contractor shall notify Construction Manager, in writing, of the source of all plant material including address, phone number, and a contact person. Plants may be required to be inspected at the nursery before delivery.

Contractor may submit to Construction Manager pictures of all trees listed on the plant list before ordering. Carson City Parks and Recreation Department encourages submittal of pictures to facilitate plant ordering and quality control.

8. Delivery, Storage and Handling:

Packaged Materials: Deliver packaged materials in original containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at the project site.

Protect all plant material at all times from sun or drying winds, as necessary, until planted. Plants shall not be handled by unprotected root balls, stems, trunks, or tops, but only by the container.

Protection against drying out: If landscape planting is delayed more than six (6) hours after delivery, set trees, shrubs and sod in the shade, protect from weather, mechanical damage, or other injury and keep roots moist by watering, as needed, and by covering with mulch, burlap or other acceptable means of retaining moisture. Do not permit roots to dry out for any reason. Required delivery dates shall be included in the project schedule provided by Contractor.

Contractor shall make arrangements with all vendors for delivery time and dates of all plant material. Upon delivery to the job site, plant material will be inspected by Contractor and Construction Manager for acceptance. Plant material being accepted shall be the responsibility of Contractor to maintain and store until planted.

Do not remove container grown stock from containers until planting time.

Where water is not available from an irrigation source, Contractor shall make arrangements to supply water at no cost to Carson City.

Shipment and Delivery: Contractor shall promptly notify Construction Manager in advance, when the plant material will be delivered and the manner of shipment. When shipment is made by truck, all plant material shall be packed to provide adequate protection against direct exhaust fumes emitted from the

delivery truck, climatic, seasonal and breakage injuries during transit. The tops shall be securely covered with tarpaulin or canvas to minimize wind whipping and drying. Shipments to local or nearby freight yards shall be given special attention to insure prompt delivery and careful handling therefrom to the point of final delivery at the job site. Improper handling of freight may be deemed grounds for rejection by Construction Manager.

Watering for the plant material or nursery storage shall be such as to preserve the growth and health of the plant. Plants not watered over any 24 hour period may be rejected by Construction Manager.

9. Performance Standard:

Landscape Planting Performance Standards: Contractor shall guarantee all landscape plant stock (trees, shrubs, perennial, ground covers and other plant material) to take root and grow, and thrive (be alive and in healthy condition) for a period of one (1) year after the Final Project Acceptance.

All plant material shall be replaced promptly when it has died or is not in a vigorous and healthy growing condition, as determined by Construction Manager except for plant losses due to vandalism or neglect by Carson City. Such replacement, shall be without additional cost to Carson City and shall be inspected prior to planting. All of replaced material shall meet the same specifications as the original plantings. Contractor shall repair any damage created during replacement operations to the satisfaction of Construction Manager and at no cost to Carson City.

10. Inspection of Plants:

10.1 Landscape Plant Material:

The species (scientific and common names), size, manner in which to be furnished and indication of the approximate number required to complete the planting are shown on the planting plan. Contractor shall furnish and plant all plant material required by the drawings. Surpluses or shortages on the plan shall not be used for claims for additional compensation. The right is reserved to reject any plants considered unsatisfactory. All plant material are subject to inspection and approval by Construction Manager.

10.2 Plant Material Substitutions:

Plants other than those named in the plant list or size changes of those plants will not be accepted unless specifically approved in writing. Proposed substitutions in each case must possess the same essential characteristics as the kind of plant actually specified in regards to appearance, ultimate height, shape, habit of growth, general soil, and other requirements. Size substitution may be permitted if approved by Construction Manager. All plant substitutions or size changes must be approved in writing by Construction Manager before construction begins and the plants are ordered.

10.3 Plant Health:

All plant material shall be free of damage. Foliage, roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of insect infestations and diseases. Top growth shall be appropriate for bottom growth. “Leggy” or floppy growth on shrubs or perennials shall be pruned back two weeks prior to installation.

Plant maintenance operations shall begin immediately after each plant and sod lawn area is planted. Contractor shall have full responsibility for the proper care of the sod lawn areas and plants until Final Project Acceptance and Contractor is relieved of all maintenance responsibilities.

11. Final approval on all deciduous trees shall meet the following criteria:

1) Size: Provide trees of uniform height, spread and caliper indicated by the current edition of the American Standard for Nursery Stock: Type 1 shade trees.

2) Where shade trees are required, provide single-stem trees with appropriate trunk taper (i.e. larger caliper at base and smaller caliper at first branch) and intact main leader, height of branching shall bear a relationship to the size and kind of tree so the crown of the tree will be in good balance.

3) Where small trees of upright or spreading type are required, provide trees with single stem, branched naturally according to species and type, and with relationship of caliper and branching recommended by the current edition of the current edition of the American Standard for Nursery Stock.

12. Final approval on all deciduous shrubs shall meet the following criteria:

1) Size: Height/Dimensions shown or indicated on contract documents.

2) Form: Provide deciduous shrubs with not less than a minimum number of canes required by the current edition of the American Standard for Nursery Stock.

13. Final approval on all evergreen trees and shrubs shall meet the following criteria:

1) Size: Provide evergreen trees of the sizes shown on these Contract documents with full branching structure and oversized root balls. Dimensions for spreading and semi spreading evergreen shrubs and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar shall conform to the current edition of the American Standard for Nursery Stock. Provide evergreen trees and shrubs with a well balanced form that complies with requirements for other size relationships to the primary dimension indicated.

2) Form: Provide quality evergreen trees unless indicated as “specimen”.

3) Where indicated as “specimen”, provide exceptionally heavy, well-shaped evergreen trees of following grade: Heavy Grade “XX”

4) Roots: No circling, girdling or “J” roots

14. Requirements for Balled and Burlapped Stock:

1) General: Where indicated to be balled and burlapped, provide trees and shrubs dug with firm, natural ball of earth in which they were grown.

2) Provide ball size of not less than diameter and depth recommended by the current edition of the American Standard for Nursery Stock for type and size of tree or shrub required to encompass fibrous and leading root system necessary for full recovery of trees and shrubs subject to unusual or non typical conditions of growth, soil conditions, or horticultural practice.

15. Requirements for Container Grown-Stock:

1) General: Where specified as acceptable, provide healthy, vigorous, well-rooted (but not root-bound) trees or shrubs established in container in which they are sold.

2) Established container stock is defined as a tree or shrub transplanted into container and grown in container for a length of time sufficient to develop new fibrous roots, so that root mass will retain its shape and hold together when removed from the container. Container-grown plants shall have sufficient roots to hold soil together after removal from containers without kinked, circling, or J roots, and without being root-bound.

3) Containers: Use rigid containers that will hold ball shape and protect root mass during shipping. Provide trees and shrubs established in containers of not less than minimum sizes

recommended by the American Standard for Nursery Stock for kind, type, and size of trees and shrubs required.

Plant material characteristics to be checked include size, vigor, shoots and leaves or buds that are firm and healthy. **If the top is acceptable, then a check of the roots of the container stock will follow. Roots of balled and burlapped plant material cannot be checked until time of planting.** It is Contractor's responsibility to send the required specifications listed in the General Landscape Notes to the supplier. With container plants, 50 percent of each species will be checked for kinking, circling, club, and J roots.

Trunk development in container plants will be tested. If the tree is staked, it will be untied from its support. If the crown of the tree bends over sharply and cannot support itself, the tree will be rejected.

If the plants pass these tests, a minimum of one per species or three percent of each species will be checked by washing out some of the soil to check the container roots to be sure they are free from kinking, circling, club, and J roots.

The peripheral roots will be inspected by cutting the container or slicing the root ball from its tapered container. Small to medium diameter roots that are supple and not densely entwined around sides are ideal. Numerous large roots that are rigid and matted around the sides at the bottom of the root ball will need to be pruned severely at planting. A plant with such roots will have to be watered carefully throughout the post planting care period.

16. Products:

16.1 Materials Other Than Plants:

1) All parking island planting bed areas shall have installed 3" - 8" washed round river cobble placed over specified weed fabric. In the plant material water basin areas install rock mulch of 1 ½" - 2" washed round river rock or an approved equal.

2) Grass Seed: Grass seed for topseeding shall be Agrono-Tec brand Ballfield 4A Mix by the Agrono-Tec Seed Company (Phone 1-800-543-4109).

3) Tree Stakes: All trees shall be staked. Refer to the landscape construction details.

4) "I.B.D.U." water-soluble starter plant fertilizer bags / tablets, or an approved equal, shall be installed in all planting pits. Use 1 per 1 gallon container, 3 per 5 gallon container, and 5 per 15 gallon container, 2" caliper or larger. Install 2" - 3" below finish grade.

5) Imported Topsoil: During fine grading or scarification operations, should the need arise for additional topsoil, it shall be Nevada Organic Premium Topsoil Mix (or an approved equal).

6) Weed Fabric: Contractor to install a Dewitt 5 Pro weed barrier (or an approved equal) in all landscape planting beds. Secure weed barrier to finish grades per manufacturer's recommendations.

16.1.1 Execution:

16.1.1.1 Order of Work:

Project area soil excavation and establishment of rough grade by Contractor.

Landscape and irrigation construction work shall progress in the order outlined below.

1) Verify locations of existing irrigation sleeves and install additional sleeving for the

irrigation system.

2) Scarify all landscape planting beds.

3) Install irrigation mainline, electric valves and control wires in all lawn and landscape planting bed areas.

4) Install Irrigation Controller.

5) Plant all landscape containerized plant stock.

6) Install irrigation system drip lines and emitters to the base of the landscape plant material (trees, shrubs and groundcovers) fine grade all landscape areas after plant material installation.

7) Install irrigation spray system to all revegetation/grass areas.

8) Install weed barrier.

9) Apply mulch treatments.

10) Install sod areas/repair damaged sod areas.

11) Broadcast seed areas shown on drawings for Revegetation.

12) Site clean up.

13) Punch list and Final Project Acceptance.

17. Site Inspection:

Before beginning work, Contractor shall carefully inspect the existing grades and the installed work of other trades and verify that the lawn and landscape planting may begin in accordance with these Contract documents.

Should existing project conditions, sub-surface drainage or soil conditions be encountered which would be detrimental to the growth or survival of the plant material, Contractor shall notify Construction Manager in writing, stating the conditions and submitting a proposal covering the cost of correction. If Contractor fails to notify Construction Manager of such conditions, he shall be responsible for plant material under the Guarantee Clause of these Specifications.

Verify site conditions and note any irregularities affecting future site work. Notify Construction Manager of any problems or irregularities before landscape construction begins.

Beginning irrigation or landscape planting work means acceptance of existing site conditions.

Proceed with installation of landscape planting work as rapidly as portions of the site become available, working within seasonal limitations for the landscape work required.

Determine location of all underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Construction Manager before planting.

Install plant material up to the close of the “planting window” and prior to ground freezing for the

landscape work required. (Can be as late as early-November if approved by Construction Manager). Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion until Final Project Acceptance.

Contractor shall be responsible for the location of all underground utilities whether indicated on the drawings or not shown before construction begins. If any damage occurs, it is Contractor's responsibility to repair and/or replace the material immediately so that service is not disrupted.

All trees and shrubs shall not block or interfere with lights, signs, etc., when installed. Any conflict shall be brought to the attention of Construction Manager.

18. Preparation of Rough Grade:

Remove from all landscape planting bed areas any roots, large rocks or debris that is brought to the surface as a result of establishment of either rough grade or finish grade. Cleanly cut roots that remain.

19. Seed and Sod lawn Area Preparation (Not Applicable)

20. Sod Lawn Installation (Not Applicable)

21. Preparation of Landscape Planting Areas:

Confirm with Construction Manager the layout of individual tree locations and areas for shrub and perennial plants. Stake locations, outline areas and secure Construction Manager acceptance before starting installation of work. Make minor adjustments as may be requested. All tree planting pit locations shall be dug deep enough to break through any existing clay pan, or to a depth as shown on planting details. Attain Construction Manager review of excavation before proceeding with work. Remove excess excavated material completely from job site and do not use any except as specified on landscape work at the project site.

Finish grade in all landscape areas shall be sloped away from any building and any surface drainage shall be directed as indicated on the Contract drawings.

Before back filling planting pits, clean any roots, plants, sod, stones, clay lumps, and other extraneous non-acceptable material harmful or toxic to plant growth from soil backfill.

Contractor to apply Ronstar Granular Pre-emergent Herbicide (or an approved equal) throughout all rock mulch areas prior to placing of weed fabric and mulch. No pre-emergent herbicide shall be applied in revegetation areas.

All planting beds shall be stripped and cleared of all grass, roots, weeds, and debris and shall be raked to a smooth and even grade.

All planting holes shall either be hand or backhoe dug (no auger), and all sides shall be scarified. All holes shall be 3 times as wide as the rootball and back filled with existing soils and imported topsoil as specified in the landscape general notes or details.

Contractor to perform a percolation test in selected landscape planting areas. The test will consist of digging several planting pits to a specified size and filling them with water. If standing water is still remaining in pits after 30 minutes, contact Construction Manager for corrective drainage measures.

22. Cleanup and Protection:

During irrigation and landscape work, keep pavements clean and work area in an orderly condition, haul away and remove all debris from landscape areas daily and do not leave any pruning, name tags, clippings and/or other material. Keep all equipment, materials and other items used for or resulting from landscape work out of traffic and pedestrian areas.

Protect irrigation and landscape work and materials from damage due to landscape operations, operations by other Contractors and/or other trades. Maintain protection during installation and maintenance periods. Repair or replace damaged landscape work as directed or needed.

All grubbed and unusable material shall be removed from the site by the end of each working day.

Contractor to provide safety fencing or approved barricades to all excavations, depressions or obvious hazards when absent from the work site.

23. Protection of existing grass and trees:

1) Work limit lines shall be delineated per the Contract drawings, and construction shall be kept inside these boundaries.

2) Existing mature trees and turf adjacent to and on park property shall be protected from damage during construction by fencing or other means.

3) Any damage to existing turf, irrigation or trees shall be corrected at the expense of Contractor whose work has caused said damage.

4) Extreme caution shall be used in work around existing trees closest to the proposed project area.

5) As required, tree protection shall include the following measures:

a) No driving, parking, materials storage, dumping, cleaning of concrete trucks or other equipment, grading, compaction or other activity detrimental to the health of the tree shall be permitted in the protection zone.

b) Fencing or other high visibility material shall be erected to protect existing trees per Construction Manager's direction. If fencing is knocked down, it shall be replaced immediately. A "No Trespassing" / "No Entry" sign shall be placed outside the fencing.

c) The tree nearest the construction site shall be further protected by nailing 2x6 lumber to wire to create a rigid fencing material. This shall be secured around the trunk.

d) Trenching or rototilling shall not be permitted in the vicinity of the tree.

e) Any roots that are pruned must be cleanly cut. Ragged tears will not be permitted.

f) Do not leave roots exposed. Cover with dirt immediately to prevent drying out.

24. Maintenance:

Maintenance of the project area shall consist of and include furnishing all labor, materials, services, tools, equipment, water, and incidentals and performing all of the work required herein these specifications.

Begin maintenance upon completion of and immediately after installation of any landscape plant material.

Maintain all trees, shrubs and other plants until Final Project Acceptance. Construction Manager shall review health of trees and shrubs for Final Project Acceptance. No maintenance shall be performed by Contractor after Final Project Acceptance of the project, unless contracted to do so.

Before Final Project Acceptance, inspect all landscape plantings once every two weeks (minimum) for under-watering, over-watering, insects and diseases. (Treat diseases and insect infestation as required).

Inspect drip irrigation system and spray heads for proper operation. Adjust if plant material shows stress from under-watering or over-watering.

Water seeded areas daily (several short duration's) to maintain adequate surface soil moisture for proper germination and rooting. Continue daily watering for twenty (20) to thirty (30) calendar days. Thereafter apply approximately 1/2" of water twice weekly until Final Project Acceptance.

Maintain all landscape planting bed areas, including trash pick-up, watering, spot weeding, applications of herbicides, fungicides and insecticides until weed-free planting beds are achieved and until Final Project Acceptance by Construction Manager.

Any dead plant material identified shall be replaced within 2 weeks.

All pruning shall be in accordance with the most recent edition of the ANSI A300 Pruning Standards.

25. Project Final Review and Acceptance:

After all the landscape work is completed Construction Manager , upon request (48 hour notice), will make a tour of the work to determine acceptability.

The landscape work may be reviewed for Final Project Acceptance, in parts or as agreeable to Construction Manager, provided maintenance work continues in areas not yet accepted as completed.

When reviewed, if the landscape work does not comply with Final Project Acceptance requirements, replace rejected work and continue maintenance until Construction Manager finds all work to be acceptable. Remove rejected plants and materials promptly from project site.

END OF DOCUMENT 9001

Document No. 9002 IRRIGATION SYSTEM

1. General:

1.1 Description:

Drawings and General Conditions of these Contract documents, including Special Conditions apply to this section.

1.2 Summary:

This section includes the controller, backflow preventer, valves, piping, sprinklers, specialties, accessories, and wiring for a drip irrigation system for all planting bed areas and a spray irrigation system for all lawn areas.

Related Sections: The following Sections contain requirements that relate to this Section:

Document No. 9000 Landscape Grading of these Technical Specifications

Document No. 9001 Landscape of these Technical Specifications

1.3 Work Included:

The furnishing, installing, and testing of all specified material, equipment, necessary specialties and equipment, removal and/or restoration of existing elements, excavation and backfilling, and other work in accordance with these Contract documents as required for a fully functional irrigation system.

2. Definitions:

Pipe sizes used in this Section are nominal pipe size (NPS) in inches. Tube sizes are Standard size in inches.

Pressure Piping: Mainline piping downstream from water meter to and including control valves. Piping is under irrigation system pressure. Piping in this category includes a pressure regulator, flow sensor, master valve, and backflow preventer, isolation valves, and gate valves, when used.

Lateral Piping: Piping downstream from control valves to irrigation sprinklers. Piping is under pressure (less than pressure piping) during flow.

Control Valve: Automatic (electrically operated) valve for control of water flow to irrigation system zone.

3. System Performance Requirements:

Location of Irrigation Devices: Design location is approximate except for sprinkler head locations which are exact. Make minor adjustments necessary to avoid existing fencing, structures and obstructions.

Minimum Water Coverage: All revegetation areas shall have 50% minimum water coverage. All shrub bed areas shall have 100% water coverage.

Components and Installation: Capable of producing piping systems with the following maximum working pressure ratings except where indicated otherwise.

1) Pressure Piping: 150 psi.

2) Circuit Piping: 100 psi.

The irrigation system has been designed to work at peak efficiency during the lowest water system pressure times. If Contractor has any concerns regarding the irrigation system's performance with the available water pressure, immediately contact Construction Manager.

4. Submittals:

4.1 General:

Submit the following product data as according to the Conditions of the Contract.

5. Materials list:

Contractor shall provide a complete list of materials to Construction Manager. The list shall provide the item number, trade name, and corresponding catalog number. In conjunction with the list of materials, supportive data in the form of catalog sheets, specifications, or brochures giving complete and detailed information for each item shall be provided. Product data including pressure rating, rated capacity, settings, and electrical data of selected models for the following:

1) Master valve and flow sensor.

2) Air release valves (If Applicable)

3) Pressure regulator, as required.

4) Valves, including general-duty, underground, manual and automatic control, and quick-coupler types, and valve boxes.

5) Sprinklers, including riser devices.

6) Controller, including controller wiring diagrams.

7) Field Control Wiring and direct burial shielded communication cable.

8) Strong box enclosures.

9) Central irrigation antenna equipment.

Wiring diagrams for electrical controllers, valves, and devices.

Any shop drawings showing requested changes to the irrigation system, including plan layout and locations, types, sizes, capacities, and flow characteristics of irrigation system components need to be submitted to Construction Manager in writing for review and approval. Include backflow preventers, valves, piping, sprinklers and devices, accessories, controller, and wiring. Show areas of sprinkler spray and over-spray.

One controller chart for each automatic controller supplied, showing the area covered by the controller. Controller chart to be hermetically sealed between two pieces of plastic and installed on controller door. The charts are to be a legible, reduced drawing of the actual as built system.

Maintenance data for inclusion in an "Operating and Maintenance Manual" for "Project Closeout" for the following:

1) Master valve and flow sensor.

2) Air release valves (If Applicable).

3) Pressure regulators (If Applicable).

4) Automatic control valves, quick coupler valves.

5) Sprinklers.

6) Controller.

7) Strong box enclosure.

8) Antenna equipment.

6. Quality Assurance:

Construction documents shall be on the site at all times while the irrigation system is being installed. Contractor shall make daily record of all work installed each day. Actual location of curb stop and waste valves, gate valves, quick coupling valves, electric valves, and mainline piping insulation valves shall be noted on the drawings by dimensions from easily identified permanent features such as building corners, curbs, fences, or property lines. The drawings shall be to scale and all notes and indications must be legible.

Installer Qualifications: Engage a licensed, bonded, and experienced Installer who has completed irrigation systems similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

Listing/Approval Stamp, Label, or Other Marking: On equipment, specialties, and accessories made to specified standards.

Listing and Labeling: All equipment, specialties, and accessories that are installed on the project site shall be listed and labeled.

1) The Terms “Listed” and “Labeled”: As defined in “National Electrical code,” Article 100.

2) Listing and Labeling Agency Qualifications: A “Nationally Recognized Testing Laboratory” (NRTL) as defined in OSHA Regulation 1910.7.

Materials incorporated into this system shall be new and without flaws or defects and of quality and performance as specified and meeting the requirements of this system.

Product Options: Irrigation system piping, specialties, and accessories are based on specific types, manufacturers, and models indicated. Components with equal performance characteristics produced by other manufacturers may be considered, if submitted to Construction Manager and approved in writing prior to installation, provided deviations in dimensions, operation, and other characteristics do not change design concept or intended performance as judged by Construction Manager. The burden of proof of product equality is on Contractor.

Promptly repair damage to utilities, fencing, facilities, curbs, roadway pavement, or any site element structures caused by irrigation system work operations. Repairs are at Contractors expense.

7. Maintenance Period:

Contractor shall maintain controller, all valves, and devices included in the irrigation system as needed to keep the system in proper working order until Final Project Acceptance.

8. Warranties:

Contractor shall warrant all work including installation of the irrigation system, settling of trenches, controller panels, all valves, and devices for a period of one (1) year following Final Project Acceptance of the project. All manufacturers' extended warranties shall apply for the period provided by the manufacturer of the product.

9. Project Conditions:

Perform site inspection, verify existing utility locations and obtain worst case water pressure from the Utility District prior to starting work.

Site Information: Promptly notify Construction Manager of unexpected sub-surface or above ground conditions.

10. Sequencing and Scheduling:

Coordinate irrigation systems work with landscape work as specified in Document No. 9001 Landscape of these Technical Specifications.

There is to be no seeding from June 15th through August 15th of each year.

11. Extra Materials:

Deliver extra materials to Carson City. Furnish extra materials matching products installed. Package them with protective covering for storage and label clearly describing contents.

Sprinklers: Furnish quantity of units equal to 10 percent of amount of each type installed.

Valve Keys: Furnish quantity of tee-handle units equal to 25 percent of amount of each type key-operated, control valve installed.

Quick-Coupler Hose Swivels: Furnish quantity of units equal to 25 percent of amount of each type quick coupler installed.

Quick-Coupler Operating Keys: Furnish quantity of units equal to 25 percent of amount of each type quick coupler installed.

12. Products:

12.1 Manufacturers:

12.2 Manufacturers:

Subject to compliance with project requirements, Landscape Contractor must provide the following product. Carson City will not accept substitutions for this product.

Controller: Rain Master Evolution DX-2 Series Controller Assembly.

12.3 Available Manufacturers:

Subject to compliance with requirements and written authorization from Carson City, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

13. Pressure Regulators:

1) Watts Regulator Co.
2) Wilkins Regulator Div., Zurn Industries, Inc.
3) Cla-val

14. Gate Valves for Underground Installation:
    1) Mueller Co., Grinnel Corp
    2) Kennedy Valve Division, McWane Inc.

15. Valves:
    1) Grinnell Supply Sales Co., Grinnell Corp.
    2) Hammond Valve Div., Prairie Manufacturing Corp.
    3) Watts Regulator Co.

16. Automatic Control Valves:
    1) Rain Bird Sprinkler Mfg. Corp.

17. Control Valve Boxes with Bolt Down Lids:
    1) Carson Industries, Inc.

18. Quick Couplers:
    1) Rain Bird Sprinkler Mfg. Corp.

19. Sprinklers:
    1) Hunter Industries
    2) Rain Bird Sprinkler Mfg. Corp.

20. Master Valve:
    1) Superior

21. Flow Sensor:
    1) Data Industrial

22. Air Release Valves (If Applicable):
    1) Cla-Val

23. Pipes and Tubes:

All pipe shall be continuously and permanently marked with the following information: Manufacturers name or trademark, size, schedule and type of pipe, working pressure at 73 degrees F, and National Sanitation Foundation approval.

Refer to Piping Applications of these Technical Specifications for identification of systems where pipe and tube materials specified below are used.

Polyvinyl Chloride (PVC) Plastic Pipe: ASTM D 1785, PVC 1120, Schedule 40, 160 psig minimum pressure rating for 8-inch and smaller sizes, with plain ends.

24. Pipe and Tube Fittings:

Refer to Piping Applications of these Technical Specifications for identification of systems where pipe and tube fitting materials specified below are used.

All SCH 80 plastic pipe fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections.

Cast-Brass Flanges: ASME B16.24, Class 150, raised ground face, bolt holes spot faced.

Polyvinyl chloride (PVC) Plastic Pipe fittings: ASTM D 2464, Schedule 80, threaded.

Polyvinyl chloride (PVC) Plastic Pipe Fittings: ASTM D 2467, Schedule 80, socket-type.

Dielectric Fittings: Assembly or fitting with insulating material isolating joined dissimilar metals to prevent galvanic action and stop corrosion. These devices are a combination of copper alloy and ferrous metal; threaded - and solder-end types, matching piping system materials.

1) Dielectric Unions: Factory-fabricated, union assembly, designed for 250 psig minimum working pressure at 180 deg F. Include insulating material isolating dissimilar metals and ends with inside threads according to ASME B1.20.1.

2) Dielectric Flanges: Factory-fabricated, companion-flange assembly for 150 psig or 300 psig minimum pressure to suit system pressures.

Transition Fittings: Manufactured assembly or fitting, with pressure rating at least equal to that of system and with ends compatible to piping where fitting is to be installed.

25. Joining Materials:

Solvent Cement: ASTM F 656 primer and ASTM D 2564 solvent cement in color other than orange.

26. Pressure Regulators:

27. Description:

ASSE 1003, single-seated, direct-operated type water pressure regulators, rated for initial working pressure of 150 psig minimum, with size, flow rate, and inlet and outlet pressure indicated. Include integral factory-installed or separate field-installed Y-pattern strainer that is compatible with unit for size and capacity.

Interior Components: Corrosion-resistant materials.

28. Valves:

General: Valves are for general-duty and underground applications.

Curb Stops: Brass body, ground key plug or ball, 150 psig minimum pressure rating, wide tee head, with inlet and outlet to match service piping material.

Gate Valves 2 ½ “ and larger shall be Cast-Iron, Rising Stem Gate Valves: MSS SP-70, Type 1, solid wedge disc; rising stem and flanged ends. Include all brass trim; Class 125, ASTM A 126, cast-iron body; and star top handle.

Gate Valves 2" or smaller shall be brass, Rising-Stem Gate Valves: MSS SP-80, Type 2, solid wedge; rising, copper-silicon-alloy stem; Class 125, body and screw bonnet of ASTM B 62 cast brass, with threaded or solder-joint ends. Include polytetrafluoroethylene (PTFE)-impregnated packing, brass packing gland, and malleable-iron with star top handle.

Plastic Valves: Polyvinyl Chloride (PVC) plastic, with 150 psig minimum pressure rating, ends compatible to piping where valve is to be installed, and tee handle.

29. Control Valves:

30. Description:

Manufacturer’s standard control valves for circuits, of type and size indicated, and as follows:

1) Automatic Control Valves: Diaphragm-type, normally closed, with manual flow

adjustment, and operated by 24-volt-a.c. solenoid.

2) Quick-Couplers: Factory-fabricated, 2-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.

a) Locking Top Option: Include vandal-resistant, locking feature with 2 matching keys.

31. Control Valve Boxes:

Cover marked “IRRIGATION”. Size as required for application.

1) If reclaimed water is used, box shall be purple in color.

2) Drainage Backfill: Cleaned rock, 6 inch depth minimum.

3) Provide all necessary bolts to secure valve box lids.

4) Provide concrete bricks under valve box to prevent settling and level to finish grade.

32. Sprinklers;

Description: Manufacturer’s standard sprinklers designed to provide uniform coverage over entire area of spray shown on Contract Drawings at available water pressure, as follows:

1) Housings: Plastic.

2) Flush, Surface: Screw-type flow adjustment.

3) Interior Parts: Brass or other corrosion-resistant materials.

4) Pop-Up, Spray: Fixed pattern, with screw-type flow adjustment and stainless-steel retraction spring.

33. Automatic Control System:

Description: Low-voltage controller system, made for control of irrigation system automatic control valves. Controller operates on 120 volts a.c. power system, provides 24 volts a.c. power to control valves, and includes stations for at least the number of control valves indicated.

Exterior Control Enclosures: Weatherproof enclosure with locking cover and 2 matching keys. Enclosure construction complies with NFPA 70 and NEMA 250, Type 4, and includes provisions for grounding.

Transformer: Internal-type, and suitable for converting 120 volts a.c. power to 24 volts a.c. power.

Controller Stations for Automatic Control Valves: Each station is variable from approximately 5 to 60 minutes. Include switch for manual or automatic operation of each station.

Timing Device: Adjustable, 24-hour, 14-day clock to operate any time of day.

Wiring: UL 493, solid copper conductor, insulated cable, suitable for direct burial.

1) All valve and control wires shall be individually labeled and numbered at all valve box locations. They shall be labeled with pan code wire markers.

2) Low-Voltage Circuit Cables: Type UF, No. 12 AWG minimum, between controllers and automatic control valves. Three extra sets of valve wires to be different color for ground wire and field wire. Furnish cables with jackets of different colors for multiple cable installation in same trench.

3) Splicing Materials: Pressure-sensitive thermoplastic tape and other materials required to make specified connections.

4) Connect each remote control valve to one station of a controller except as otherwise indicated.

5) Connect remote control valves to a common ground wire system independent of all other controllers.

6) Make wire connections to remote control electric valves and wire splices using King Wire Splice Connectors (or approved equal).

7) Provide tight joints to prevent leakage of water and corrosion build-up on the joint.

8) Control wire shall be copper #12-1 AWG UF RHH with maximum voltage dip of 5% between valve and controller. Control wire shall have jacket color of red. Common ground wire shall be copper #12-1 AWG UF RHH and shall have an insulating jacket, color white. Splices shall be made with King Wire Splice Connector #KWC 100 or approved equal.

34. Reclaimed Water Signage:

If reclaimed water will be used, Contractor will be responsible for the installation of all required warning signage at the project site as directed by Carson City Public Works Department and NDEP.

35. Identification:

Plastic underground detectable warning tape shall be placed 12 inches above mainline and control wires. If reclaimed water is used, tape shall be labeled reclaimed water and shall be purple.

36. Execution:

36.1Examination:

Before proceeding with any work Contractor shall verify all dimensions and quantities for any discrepancy between the drawings and specifications and the existing conditions. Notify Construction Manager if there are any problems. Work shall not proceed if a discrepancy is found until approval to proceed has been given by Construction Manager.

36.2Preparation:

Set stakes to identify proposed piping, valves and sprinkler locations. Obtain Construction Manager's approval before excavation.

Protect existing fence and other features designated to remain as part of the final irrigation work.

37. Excavation, Trenching and Backfilling:

Contractor shall excavate to a depth shown on the drawings. Excavated material not required for backfill shall be promptly removed from the project site. Dispose of in a proper, legal manner.

Trenching shall be performed as detailed on the irrigation drawings.

1) Excavate straight and true with trench bottom uniformly sloped.

2) Trench walls shall be vertical and of open construction at a width so as to provide proper installation of the pipe.

3) Keep trenches free of rocks, debris, material, or any obstructions that may damage pipe.

4) Bottom of trench shall be excavated three inches below the required grade so that the pipe can be laid on a compacted bed of imported Type A Bedding Sand.

38. Backfilling:

1) Use only selected material that is either sand, pit run, or excavated material that contains no rocks larger than 1 inch in diameter.

2) Backfill material shall be installed in 4 - 6 inch lifts with each lift being thoroughly moistened and compacted to a relative density of not less than ninety-five percent by the use of hand tampers. No water jetting shall be allowed.

3) Keep trenches free of debris, material, or obstructions that may damage pipe.

4) Dress backfilled areas to original grade. Rehabilitate trenches and impacted surrounding turf by raking and seeding with Agrono-Tec brand Ballfield 4A seed mix. (1-800-543-4109) Apply at a rate equal to a minimum 12 pounds per 1,000 square feet.

5) Native soil may be used for backfill material. If additional topdressing material is necessary, it shall be Nevada Organics Premium Topsoil Mix. (775-882-9500)

39. Piping Applications:

Refer to Products of these Technical Specifications for detailed specifications for pipe and fittings products listed below. Piping in pits and above ground may be joined with flanges instead of joints indicated.

Use pipe, tube, fittings, and joining methods according to the following applications.

Pressure Piping Underground: Use the following:

1) 4 Inches and Smaller: ASTM D 1785, Schedule 40, Polyvinyl Chloride (PVC) plastic pipe; ASTM D 2467, schedule 80, PVC plastic, socket-type pipe fittings; and solvent-cemented joints.

Lateral Piping: Use the following:

1) All Sizes: ASTM D 1785, schedule 40, Polyvinyl Chloride (PVC) plastic pipe; ASTM D 2466, Schedule 80, PVC plastic, socket-type fittings; and solvent cemented joints.

Branches and Offsets at Sprinklers and Devices: ASTM D 1785, Schedule 40, Polyvinyl Chloride (PVC) plastic pipe with threaded ends; ASTM D 2464, Schedule 80, PVC plastic, threaded fittings; and threaded joints.

Sleeves: ASTM D 1785, Schedule 40, Polyvinyl Chloride (PVC) plastic pipe; ASTM D 2466, Schedule 80, PVC plastic, socket-type fittings; and solvent-cemented joints.

40. Joint Construction:

Threaded Joints: Thread pipes with tapered pipe threads according to ASME B1.20.1, apply tape, and apply wrench to valve ends into which pipes are being threaded.

Polyvinyl Chloride (PVC) Piping Solvent-Cemented Joints: Construct joints according to ASTM D 2672 and ASTM D 2855.

1) Handling of Solvent Cements, Primers, and Cleaners: Comply with procedures in ASTM F 402 for safe handling when joining plastic pipe and fittings with solvent cements.

Dissimilar Materials Piping Joints: Construct joints using adapters that are compatible with both piping materials, outside diameters, and system working pressure. ????Refer to subsection 10.84.3.6 Piping Systems - Common Requirements of these Technical Specifications for joining dissimilar metal piping.

41. Piping Systems – Common Requirements:

General Locations and Arrangements: Drawings indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, and other design considerations. Install piping as indicated, except where deviations to layout are approved on coordination drawings.

Install piping at a uniform slope, free of sag and bends.

Install components having pressure rating equal to or greater than system operating pressure.

Locate groups of pipes parallel to each other, spaced to permit valve servicing.

Install fittings for changes in direction and branch connections.

Manifold Piping Connections: Except as otherwise indicated make piping connections as specified below.

1) Install unions, in piping 1 inch or smaller, adjacent to each drip valve.

42. Piping Installation:

Install piping in excavated trenches as detailed on the drawings.

Pipe sizes shall conform to those on the drawings. No substitutions of smaller pipe sizes will be permitted.

All pipe damaged or rejected because of defects shall be removed from the site at the time of rejection.

Piping locations shown on the drawings are approximate. Final locations of all piping shall be established by Contractor and approved by Construction Manager.

Install underground Polyvinyl Chloride (PVC) plastic pipe according to ASTM D 2774.

Lay piping on solid subbase, uniformly sloped without humps or depressions.

1)Install Polyvinyl Chloride (PVC) plastic pipe in dry weather when temperature is above 40 deg F. Allow joints to cure at least twenty-four (24) hours at temperature above 40 deg F before testing, unless otherwise recommended by manufacturer.

Drain Pockets: Excavate to sizes indicated. Backfill with clean gravel or crushed stone, graded to 3/4 inch minimum, drain material to be 6 inch depth. Cover drain material with sheet of ASTM D 226, Type

II, asphalt-saturated felt, or an approved equal, and backfill remainder with excavated material.

Minimum Cover: Provide following minimum cover over top of buried piping:

1) Pressure Piping: Depth to be a minimum of 24 inches below finished grade.

2) Lateral Piping: 18 inches.

3) Sleeves: 18 or 24 inches.

4) Install piping under sidewalks and paving in sleeves.

43. Valve Installation:

Valves: Install underground valves in valve boxes.

Curb Stops: Install underground curb stops in valve boxes

Control Valves: Install in control valve boxes, arranged for easy adjustment and removal. Provide sufficient field wire slack at site connections to allow raising the valve bonnet to the surface without disconnecting the wires when repair is required.

44. Pressure Regulator Installation:

If required, install pressure regulator on downstream side of backflow preventer.

45. Valve Boxes:

Install valve boxes as detailed and where indicated on drawings.

46. Sprinkler Installation:

Sprinklers: Flush circuit piping with full head of water and install sprinklers.

1) Install revegetation sprinklers at manufacturer’s recommended heights.

2) Locate part-circle sprinklers in landscape planting beds to maintain a minimum distance of 6 inches from building and 1 inch from other boundaries, unless otherwise indicated.

Sprinkler patterns shall be as indicated on the drawings.

47. Automatic Control System Panel Installation:

Install controller according to manufacturer’s written instructions and as indicated on the drawings.

Install control wiring in same trench with mainline piping.

1) Wires shall be a minimum of 1' from any pipe or fitting, except when taped to mainline. Provide 3' loop slack at valves, and zig zag wires in trench to allow for contraction of wire. Control wires shall be wrapped at 10 foot intervals with plastic electrical tape with a minimum of 5-6 turns.

48. Connections:

Connect piping to sprinklers, devices, valves, control valves, specialties, and accessories.

Connect water supplies to irrigation systems. Include backflow preventers on potable water supplies.

Electrical Connections: Connect to existing power source, controller, and automatic control valves.

49. Field Quality Control:

Testing: Demonstrate to Construction Manager a hydrostatic test of piping and valves before backfilling trenches. Piping may be tested in sections to expedite work.

1) Cap and subject the piping system to a static water pressure of 1.5 times normal static water pressure. Allow to stand to two (2) hours. Leaks and loss in test pressure constitute a test failure. Contractor to fix defects that must be repaired at the expense of Contractor.

2) Repair leaks and defects with new materials and retest system or portion thereof in the presence of Construction Manager until satisfactory results are obtained and the system is approved.

3) Inspections: Refer to the drawings for detailed inspection requirements.

4) Notify Construction Manager two (2) working days in advance to schedule a Hydrostatic Pressure Test.

50. Cleaning and Adjusting:

Flush dirt and debris from piping before installing sprinklers and other devices.

Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

Carefully adjust lawn sprinklers so they will be flush with finish grade after completion of landscape work.

Adjust settings of controllers and automatic control valves.

51. Final Project Acceptance:

Starting Procedures: Follow manufacturer’s written procedures. If no procedures are prescribed by manufacturers, proceed as follows:

1) Verify that specialty items and their accessories have been installed correctly and operate correctly.

2) Verify that specified tests of piping are complete.

3) Check that valves, sprinklers and other devices are correct type.

4) Check that damaged sprinklers and devices have been replaced with new materials.

5) Energize circuits to electrical equipment and devices.

6) Adjust operating controls.

Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and sprinklers are adjusted to final position.

52. Demonstration:

Demonstrate to Construction Manager that the system meets coverage requirements and the automatic controls function properly.

Demonstrate to Carson City's maintenance personnel operation of equipment, sprinklers, specialties, and accessories. Review operating and maintenance information.

Provide two (2) working days written notice in advance of demonstration.

END OF DOCUMENT 9002

Document No. 9003 REVEGETATION

1. General:

1.1 Description:

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 implemented per these specifications and the notes on the plan sheets. Revegetation activities shall include the following tasks: seedbed preparation; furnishing, delivering, and seeding specified seed mix; application of straw mulch and tackifier.

1.2 Seeding

All areas disturbed during construction shall be seeded immediately upon completion of final grading. Rock-lined channels and structures shall also be broadcast seeded. No mulch treatments will be required on rocked areas. No further vehicular access will be allowed on treatment areas upon completion of seeding and mulching.

Seedbed Preparation

Treatment areas shall be scarified or disked parallel to the slope contour per the notes on the plan sheets 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 notify Carson City's Revegetation Specialist not less than 48 hours in advance of any seeding, and shall not begin seeding until the prepared seedbeds 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.

1.3 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 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 the seed was tested by a recognized laboratory within 6 months of the date of delivery. Certification shall include the following:

A. Name and address of testing laboratory.
B. Date of test.
C. Seed identification - Scientific and Variety names; Lot Number; Net Weight.
D. Test results showing the percentages of purity, germination, and weed content.
E. Certified weed-free seed.

1.4 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.

1.5 Mulching

Mulching shall be done immediately following seeding to prevent seed loss by wind activity. Under no circumstances shall seeded areas be left overnight without receiving completed mulch treatments. Hydromulch application shall not occur when temperatures are less than 40 degrees F. All surfaces to be treated shall be lightly sprayed with water immediately prior to application. The emulsion shall be diluted with water as per manufacturer's recommendation, and on drying form a net-like film. 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. The hydromulch slurry shall consist of:

Tackifier: The tackifier agent in the hydromulch slurry shall be of a Psillium seed based natural tackifier applied at a rate of 120 pounds per acre, or per the manufacturer's recommendation.

Wood fiber mulch: Mulch shall consist of specially prepared wood fibers from whole wood chips. Wood fiber mulch shall contain no growth or germination inhibiting factors, and shall be colored green with a non-toxic dye to facilitate visual metering during application. Wood fiber mulch shall disperse rapidly in water to form a homogeneous slurry, and remain in such state when agitated in the hydraulic mulching unit. Wood fiber mulch shall be incorporated into the hydromulch slurry at a rate of 1,000 pounds per acre.

END OF DOCUMENT 9003

END OF TECHNICAL SPECIFICATIONS

Revised: May 26, 2011

STATE & FEDERAL WAGES

DESIGNATED HOURLY MINIMUM WAGE RATES

CARSON CITY

The prevailing wage rates as determined by the Office of the Labor Commissioner (10/1/2010) and the U.S. Department of Labor (Decision No. NV100065 dated (5/20/2011) have been examined. The higher of the two wage rates for similar classifications has been designated as the wage rate for this contract. Workers subject to prevailing wage provisions of NRS 338 and the Davis Bacon Act are to be paid not less than the wage indicated.

***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."**

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
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 Mason-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	**ADD ZONE RATE**
Truck Driver	21.61
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

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;

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:

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

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

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 S. 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

TRUCK DRIVER

In addition to Truck Driver rates add the applicable amounts per hour, calculated from 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 - Over 300 miles $4.00

ATTACHMENT B

General Decision Number: NV100003 08/26/2011 NV3

Superseded General Decision Number: NV20080003

State: Nevada

Construction Type: Building

County: Carson City County in Nevada.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	07/23/2010
3	07/30/2010
4	08/13/2010
5	09/10/2010
6	10/01/2010
7	11/12/2010
8	01/21/2011
9	02/25/2011
10	03/11/2011
11	05/13/2011
12	05/20/2011
13	06/03/2011
14	08/26/2011

BRNV0013-001 03/01/2010

	Rates	Fringes
BRICKLAYER	$ 23.74	9.29

BRNV0013-003 03/01/2010

	Rates	Fringes
MARBLE MASON	$ 38.28	10.77
TILE FINISHER	$ 26.07	8.32
TILE SETTER	$ 35.65	10.77

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* CARP0971-001 07/01/2011

	Rates	Fringes
CARPENTER (Including Drywall		

ATTACHMENT B

Hanging,Form Worker,and Metal
Stud Installation).....$ 27.54 11.51

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.

ELEC0401-001 12/01/2010

	Rates	Fringes
ELECTRICIAN	$ 36.15	14.63

ZONE PAY: Shall be measured in air miles from the Washoe County Courthouse

Zone 1 - 0 to 70 miles $0.00 Per Hour
Zone 2 - 72 to 90 miles $6.00 Per Hour
Zone 3 - 91 miles and over $8.00 Per Hour

ENGI0003-006 07/01/2010

	Rates	Fringes
OPERATOR: Power Equipment		
(03)Excavator and Grader (Finishing and Non-Finishing)	$ 32.71	16.74
(03)Forklift (under 20 ft) and Skid Loader/Bobcat	$ 29.80	16.74
(04)Forklift (20 ft and over)	$ 30.54	16.74
(06)Base Roller (Ride Along) and Paver (Incl. Asphalt)	$ 31.01	16.74
(08)Bulldozer, Loader (up to and including two and one-half [2-1/2] cu. yds.) and Scraper	$ 31.85	16.74

ATTACHMENT B

(09)Mechanic.....$ 32.17 16.74
(10)Loader (over two and
one-half [2-/12] cu. yds.
up to and including four
[4] cu. yds).....$ 32.52 16.74
(11)Loader (over four [4]
cu. yds. up to and
including twelve [12] cu.
yds.).....$ 32.95 16.74
(11a)Loader (over twelve
[12] cu.yds.).....$ 34.59 16.74

AREA PAY (Free Area and Remote Area Rates)

AREA 1 PAY SCALE: All that area falling within fifty (50) road miles of either the Carson City Courthouse or the Washoe County Courthouse shall be considered a free area for the purpose of this agreement.

AREA 2 PAY SCALE: All work falling between fifty (50) and one hundred and fifty (150) road miles of the Washoe County Courthouse shall be computed at an additional $2.00 per hour.

AREA 3 PAY SCALE: All work falling between one hundred and fify (150) and three hundred (300) miles of the Washoe County Courthouse shall be computed at an additional $4.00 per hour.

AREA 4 PAY SCALE: Any work performed in excess of three hundred (300) road miles of the Washoe County Courthouse shall be computed at an additional $4.00 per hour.

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* IRON0118-002 07/01/2011

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	$ 33.00	24.71

LABO0169-005 10/01/2009

	Rates	Fringes
LABORER		
(1) Common or General, Cone Setter.....	$ 22.40	8.42
(1A) Flagger.....	$ 19.53	8.42
(3) Asphalt Shoveler, Concrete Saw, Concrete		

ATTACHMENT B

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     Vibrator, Form Stripping,
     Jackhammer, Mason Tender -
     Cement/Concrete, Plaster
     Tender, Trencher-hand
     guided.....................$ 22.65            8.42
     (4) Asphalt Dumpman,
     Pipelayer..................$ 22.90            8.42
     (5) Asbestos Removal
     (Floor, Wall, & Ceiling)....$ 23.20            8.42
-----------------------------------------------------------------
 PAIN0567-013 07/01/2010

                                  Rates          Fringes

PAINTER
     Drywall Finishing...........$ 26.54           10.04
     Paperhanger, Spray..........$ 25.74            7.85
     Prep, Brush, Roller.........$ 24.89            7.85
-----------------------------------------------------------------
 PLAS0797-003 10/01/2009

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 22.23            8.42
-----------------------------------------------------------------
 PLAS0797-006 07/01/2010

                                  Rates          Fringes

PLASTERER.......................$ 22.00            8.63
-----------------------------------------------------------------
 PLUM0350-004 01/01/2011

                                  Rates          Fringes

PLUMBER/PIPEFITTER..............$ 34.60           10.65
-----------------------------------------------------------------
 SHEE0026-001 08/01/2008

                                  Rates          Fringes

SHEET METAL WORKER (Including
HVAC Duct Installation and
Metal Roof).....................$ 29.14           13.46
-----------------------------------------------------------------
  SUNV2007-001 08/01/2007

                                  Rates          Fringes

LABORER:  Landscape.............$  9.85            0.00
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ATTACHMENT B

LABORER: Mason Tender - Brick...$ 15.96 0.00

OPERATOR: Backhoe.....$ 16.67 0.00

OPERATOR: Trencher,
Excluding Hand Guided Trencher...$ 27.96 0.00

PLUMBER, Excluding HVAC Pipe.....$ 23.31 6.20

ROOFER, Excluding Metal Roofs....$ 14.23 3.03

TRUCK DRIVER: Dump Truck.....$ 16.90 0.00

TRUCK DRIVER: Water Truck.....$ 17.22 2.45

TEAM0533-003 12/01/2010

	Rates	Fringes
TRUCK DRIVER		
Flatbed	$ 28.61	13.64

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)).

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.

WAGE DETERMINATION APPEALS PROCESS

ATTACHMENT B

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