CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
http://www.carson.org/index.aspx?page=998

NOTICE TO CONTRACTORS
RFP #1213-172
Community Center LED Sign Project

May 15, 2013

Addendum No. 1

As of May 14, 2013, the following questions and comments have been received. Answers are provided in italics.

1. Item 10.1 of the RFP says a Sample Contract is attached, yet there is no attachment.
   Please refer to the Sample Contract and General Conditions attached to this addendum.
2. In the section "Provisions and Requirements, Quality and features of LED message panels and sign", Item 2, states "Bidder shall provide LED RGB message centers with displays shall be constructed of red, green, and blue diodes in a 3-in-one surface mount diode and arrayed into a matrix display." 3-in-one surface mount diodes are not industry standard for many LED signs, only certain resolutions.
   Carson City is open to variations from what is specified in the RFP. If your product is different, please provide an explanation.
3. Is this is a prevailing wage project?
   Yes, this is a prevailing wage project.
4. Hi, my bid is ready to go but, I can't seem to find the site plan I am supposed to include at your website?
   A copy of Community Center LED Sign Site Plan and Details is attached.
5. In 4 RFP REQUIREMENTS, 4.1.2., should it be understood that the 20mm and 16mm pixel pitches mentioned are for 'true' 20mm and 16mm pixel pitches, and that any 'pixel sharing' or 'virtual' 20mm or 16mm products will not be allowed?
   Carson City is open to variations from what is specified in the RFP. If your product is different, please provide an explanation.
6. At the top of page 5 of 8 of the RFP document (listed as '2' at the top of the page), it specifies a 3-in-one surface mount diode. "Surface mount diodes" are typically used only in higher resolution LED displays (6mm-12mm pixel spacing) Given the longevity expectations listed by the city, is the more common "through-hole" or "Discrete Diode" true 20mm or 16mm acceptable to the city?
   Carson City is open to variations from what is specified in the RFP. If your product is different, please provide an explanation. Please provide an explanation of the different technologies in your proposal.

7. On page 5 of 8 of the RFP document (listed as '4' on the page), the RFP requests the min and max sign luminance in foot-candles. Most LED display manufacturers list their brightness levels in NITs, but do not list brightness levels in foot-candles. As such, is it acceptable to list min and max NIT-ratings for the display?
   Yes.
8. Scope of work #2. What exactly do you mean "coordination with NV Energy for the new power service"? Similarly #5h. "Two wired outlet boxes..." Do you want costs for new electrical service to the sign included in this proposal?
   Yes. The successful sign contractor will be required to determine the appropriate size for the electrical service to power the sign and all electrical outlets listed in the RFP. The successful sign contractor will also be required to work with NV Energy to install the power service. All costs associated with the electrical service shall be included in the proposal.
9. What is the Pixel Matrix that we are all biding? I see cabinet size and pixel spacing but no matrix or count of pixels vertically and horizontally.
   Carson City is interested in getting the highest quality sign, while staying within the project budget. As such, we have requested pricing for two pixel pitches, 16mm and 20mm. Please provide pricing for a sign of the stated dimensions at both pixel pitches. We recognize that products from different manufacturers vary, so please explain any variances from the specified pixel pitches. Please explain the technology you intend to use in your proposal.
10. Are we responsible to upgrade the power to accept the sign and the 20amp and 50 amp plugs that are ask for?
    Yes. All costs associated with the upgrade to the power service shall be included in the proposal.

Please make the following additions/changes to the above referenced project.

1. A copy of Carson City's Sample Contract is attached.
2. A copy of Carson City's General Conditions is attached.
3. A copy of Community Center LED Sign Site Plan and Detail is attached.

End of Addendum 1

SAMPLE CONTRACT

THIS **CONTRACT** made and entered into this 20th day of June, 2013, by and between Carson City, a consolidated municipality, 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. 1213-XXX, titled "XXXXXXXXXXXXX"** 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

Notice to CONTRACTOR shall be addressed to:

Notice to CITY shall be addressed to:

Carson City Purchasing and 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, 2013 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. 1213-XXX 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.

DAVIS BACON & RELATED ACTS 29CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5)

Each covered contractor or subcontractor must provide a weekly statement of the wages paid to each of its employees engaged in covered work. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on the "Statement of Compliance" form on the back of WH-347 "Payroll (For Contractors Optional Use") or on any form with identical wording (Page BP-17). **Within seven days after the regular pay date for the pay period the statement shall be delivered to a representative of the federal or state agency in charge.**

NRS 338.070(5) " The record maintained pursuant to subsection 4 must be open at all reasonable hours to the inspection of the public body awarding the contract. The contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month."

CERTIFIED PAYROLLS FOR DAVIS BACON AND PREVAILING WAGE PROJECTS

The higher of the Federal or local prevailing wage rates for Carson City, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this Project. Also, in accordance with NRS 338, the hourly and daily wage rates must be posted at the work site by the Contractor. The Contractor shall ensure that a copy of the Contractor's and Subcontractor's certified payrolls for each calendar week is received by Carson City.

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.

FAIR EMPLOYMENT PRACTICES

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

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

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

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

PREFERENTIAL EMPLOYMENT

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

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

ALTERNATIVE DISPUTE RESOLUTION

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

LIMITED LIABILITY

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

FORCE MAJEURE

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

INDEMNIFICATION

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

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

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

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

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

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

INDEPENDENT CONTRACTOR

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/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 government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. CITY may set-off against consideration due any delinquent government obligation.

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.

SAMPLE CONTRACT

CONFIDENTIALITY

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

FEDERAL FUNDING

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

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

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

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

LOBBYING

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

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

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

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

PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors 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.

SAMPLE 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. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

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 _____,2013, by "name of Contractor".

_____
(Signature of Notary)

(Notary Stamp)

SAMPLE CONTRACT

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 20, 2013 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1213-XXX** and titled **"XXXXXXXXXX"**. Further, the Board of Supervisors authorizes the Mayor of 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 June, 2013.

ATTEST:

_____

ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of June, 2013

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 _____, 2013, entered into a contract with the City for **BID # 1213-XXX** and titled **"XXX"** 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 # 1213-xxx** and titled "XXXXXXXXXXXXXXX"

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	**,2013**

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 _____, 2013 entered into a contract with the City for **BID # 1213-XXX** and titled "XXX" 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 #1213-XXX** and titled "XXXXX"

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	**, 2013**

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

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

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.

SECTION 3.0 PROGRESS OF WORK, MEETINGS, SCHEDULES

GC 3.1 BEGINNING OF WORK

The Contractor shall begin work within ten (10) calendar days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the Contract Time.

GC 3.2 PERFORMANCE OF THE WORK

Unless otherwise specified in the Special Conditions, the Contractor shall furnish all materials, labor, permits, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the time specified.

GC 3.3 PLANS AND SPECIFICATIONS FURNISHED BY THE CITY

The City will furnish to the Contractor, free of charge, up to five (5) copies of the contract drawing and specifications. Additional sets shall be provided by the City at cost of the City's standard billing rate for labor of reproduction and the cost of reproduction itself. The five (5) sets of plans and specifications shall be available to the Contractor at the time he/she takes out the Carson City permit at the City's One Stop Permit Center located at the Building Department, 2621 Northgate Lane, Suite 6.

The location of the Work, its general nature and extent, and the form and detail of the various features are shown on the Contract Drawings accompanying and made a part of these Contract Documents.

GC 3.4 ORDER OF WORK

When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

GC 3.5 TIME OF COMPLETION

Time shall be of the essence of the Contract. The Contractor shall diligently prosecute the Work so that the various portions of the Project shall be complete and ready for use within the time specified. It is expressly understood and agreed by and between the Contractor and the City that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the City to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in GC 3.15, EXTENSION OF TIME.

Failure of the City to insist upon performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete the performance within the designated periods unless the City has given a waiver in writing.

The City's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents. Failure of the Contractor to complete the performance promptly within any additional time authorized or in any waiver or extension of time shall constitute a material breach of this Contract entitling the City to terminate.

GC 3.6 MEANS AND METHODS

It is expressly stipulated that the drawings, specifications, and other contract documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances where the nature of the completed Work is dependent upon the method of performance.

Neither the City, Design Consultant, nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the City or its authorized representatives shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by the City, Design Consultant, or Construction Manager, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the City, Design Consultant, Construction Manager, or their agents shall operate as a waiver of any provision of the Contract.

GC 3.7 CITY-FURNISHED MATERIALS

Only materials and equipment specifically indicated in the Contract Documents shall be furnished by the City and such materials and equipment will be made available as designated in the Special Conditions. The Contractor shall be prepared to load or unload and to properly protect all such material and equipment from damage or loss. The cost of loading, unloading, hauling, handling, demurrage and storage, and placing City-furnished materials into the Work shall be considered as included in the price bid for the Contract item involving such City-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such material or equipment at the time of receiving such materials. Any City-furnished material or equipment lost or damaged from any cause after the Contractor has taken control of said material or equipment, shall be replaced by the Contractor at his/her expense.

GC 3.8 DEFECTIVE AND UNAUTHORIZED WORK

Any materials or workmanship which does not conform to the requirements of the Contract Documents shall be considered defective and shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no additional compensation will be allowed to the Contractor for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the Site.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the Construction Manager, or any changes in, additions to, or deductions from the work done without written authority, will be considered as unauthorized and will not be paid. Work so done may be ordered remedied, removed, or replaced at the Contractor’s expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor’s expense and to deduct the costs from any monies due or to become due the Contractor.

These provisions shall have full effect regardless of the fact that the defective work may have been done or the defective materials used with the full knowledge of the Engineer or his/her representative. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Nothing stated herein shall be deemed to shorten the term of any statute of limitations applicable to claims which the City may have against the Contractor.

GC 3.9 PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a Pre-Construction Conference at the Project site or other established location at the time of Notice to Proceed and/or execution of the Contract and prior to commencement of construction activities.

3.9.1 ATTENDEES

The City, Design Consultant, Construction Manager, Contractor and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

3.9.2 AGENDA

The Construction Manager will prepare an agenda for discussion of significant items relative to Contract requirements, procedures, coordination and construction. Minutes shall be kept by the Construction Manager and distributed to all attendees.

GC 3.10 PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the Project site or other established location at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings shall be determined at the Pre-Construction Conference. Meeting minutes will be taken and distributed by the Construction Manager.

3.10.1 ATTENDEES

The City, Design Consultant, Construction Manager, Contractor, and its superintendent may each be represented at these meetings. Attendance by subcontractors, suppliers, utilities and other entities is subject to issues and/or items of the agenda which may require attendance.

3.10.2 AGENDA

Agenda may include, but not necessarily be limited to: review, correct or approve minutes of the previous progress meeting, review of items of significance that could affect progress, review/discuss topics as appropriate to the current and future status and/or needs of the Project, review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies and/or other Contractors as required, and allow the Construction Manager to plan his/her activities for testing, inspection, etc.

GC 3.11 CONSTRUCTION SCHEDULES

Construction schedules are required for all Contracts. The type of construction schedule required, that is, Construction Schedule (A) or Construction Schedule (B) will be specified in the Special Conditions. Compensation for the Work under this item will be included within the other bid items.

3.11.1 CONSTRUCTION SCHEDULE (A)

A. General

The schedule shall be submitted at the Pre-Construction Conference and must be favorably reviewed by the Construction Manager and the City before the first partial payment can be made. NOTE: The Construction Schedule must include and account for the total contract time specified in the Contract Documents.

B. Base Schedule

The Contractor shall submit the schedule based on either the bar chart method or the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time-scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

1. The start and completion dates of primary work items or components.

2. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.

3. Progress milestone events or other significant stages of completion.

4. The lead time required for testing, inspection and other procedures required prior to acceptance of the Work.

5. All activities, other than procurement activities, shall be cost-loaded. Activities shall be no longer than 14 calendar days, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

C. Reports

The Bar Charts or CPM Schedules shall be prepared as follows:

1. Bar Chart: A manually generated report which lists each primary activity description, early start and finish dates, and all preceding and succeeding activities. Report shall indicate all critical activities. A report with the above information shall be provided with each monthly update.

2. CPM Schedule: A CPM network report sorted by I-J or activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.

- CPM network report sorted by total float.
- CPM network report sorted by early start.

3.11.2 CONSTRUCTION SCHEDULE (B)

A. General

The Construction Schedule under this requirement will also be referred to as the CPM Schedule.

The Contractor shall designate, in writing, an authorized representative in its firm who will be responsible for the preparation, revising, and updating of the CPM Schedule. The Contractor's representative shall have direct Project control and complete authority to act on behalf of the Contractor in fulfilling the construction scheduling requirements set forth herein, and such authority will not be interrupted throughout the duration of the Project. The requirements for the CPM Schedule are included to assure adequate planning and execution of the Work and to assist the Construction Manager and the City in appraising the reasonableness of the proposed schedule and evaluating progress of the Work.

Within seven (7) days from award of the Contract, the Contractor shall submit to the Construction Manager demonstration of competence in the use of CPM Scheduling, including evidence of the use of CPM Scheduling on a project of similar value and complexity. In the event of the failure of the Contractor to satisfy the Construction Manager of its CPM Scheduling competence, the Contractor will be required to employ a qualified CPM consultant who regularly performs these services and who in the opinion of the Construction Manager possesses the qualifications required to perform CPM Scheduling for this Project.

B. Preliminary Construction Schedule

At the Pre-Construction Conference, the Contractor shall submit copies of a Preliminary Construction Schedule in the form of a precedence diagram covering the following Project phases and activities:

1. Procurement and Submittals, including shop drawings, fabrication, and delivery of key and long lead time procurement activities.

a. The Contractor's submittal information shall show intended submittal dates and shall be incorporated into the base project schedule.

b. The delivery information shall include realistic delivery dates for the procurement activities.

2. The activities planned for the first 90 days in the execution of the Work.

3. The approach to scheduling the remaining activities or phases of the Work. The Work for each phase or activity shall be represented by at least one summary activity and the sum of the summary activities shall equal the Contract Time.

4. Approximate cost and duration for each summary activity representing the Contractor's best estimate for the Work the summary activity represents.

5. Projected monthly cash flow.

C. <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. Cash Flow Projection

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.

GENERAL CONDITIONS

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.

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. David Bruketta
Operations Manager- Environmental
Cellular phone at (775) 230-2782

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 document as indicated below, and amend or supplement the Technical Specifications. All provisions of the Contract which are not so amended or supplemented remain in full force and effect.

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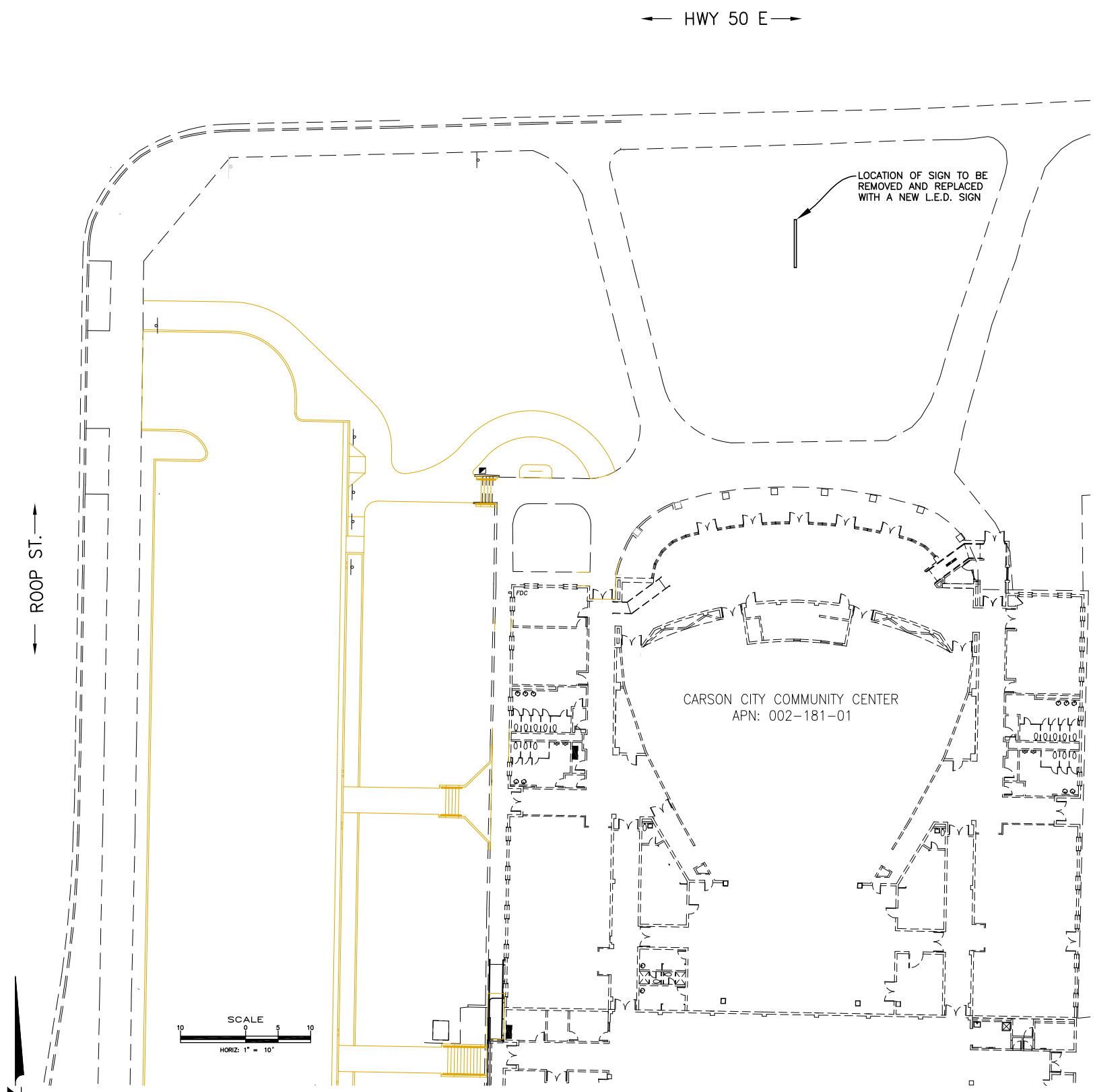
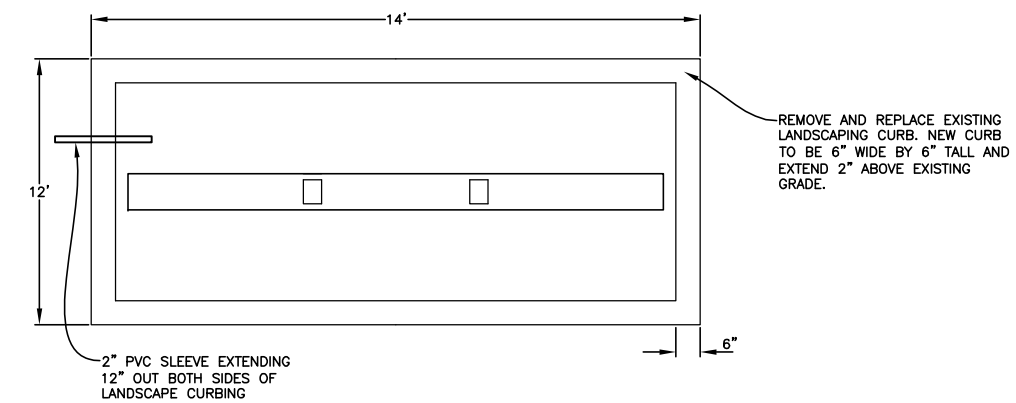
END OF SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS



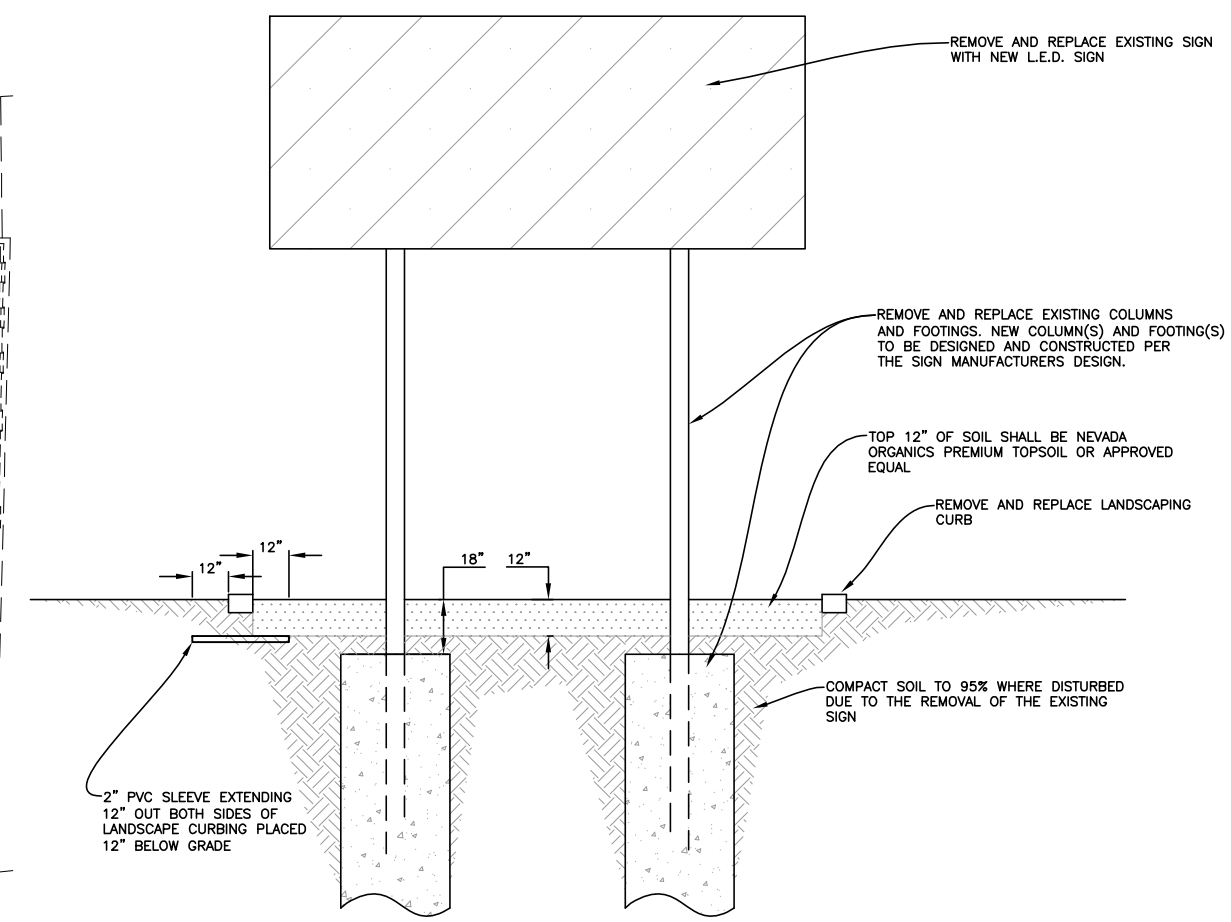
PLAN VIEW

SCALE: 1" = 10'



TOP VIEW OF SIGN AND CURBING

NTS



ELEVATION OF SIGN AND CURBING

NTS

DESIGNED BY: SR
DRAWN BY: DA
CHECKED BY: TG, SR
DWG NO.: XXX.DWG
SCALE (HORIZ): 1"=10'
SCALE (VERT): N/A
PLOT DATE: 3/28/13

CARSON CITY
PARKS AND RECREATION

3303 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2262

REV.	DATE	DESCRIPTION	BY	APP'D

COMMUNITY CENTER LED SIGN
PROJECT No. 1.1301
851 E. WILLIAM STREET

SHEET 1. OF 1

H:\PROJECTS\1.1301 Community Center LED Sign\Community Center Sign.dwg, 3/28/13

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