# NOTICE TO CONTRACTORS CARSON CITY PURCHASING AND CONTRACTS 201 NORTH CARSON STREET, SUITE 3 CARSON CITY, NEVADA 89701 775-283-7137 / FAX 775-887-2107

http://www.carson.org/Index.aspx?page=998



ADVERTISED BID #1415-061
BID TITLE "Sodium Hypochlorite Tank Replacement
Project"

Labor Commissioner PWP# CC-2014-330 Engineer's Estimate: \$340,000.00

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

#### **SUMMARY**

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the Wastewater Reclamation Plant Sodium Hypochlorite Tank Replacement Project. Project consists of removing and replacing two existing sodium hypochlorite tanks as well as replacing all plumbing and constructing a containment basin around the new tanks. The project also consists of installing two new emergency eyewash/shower stations, upgrading the building's electrical and controls, and installing a new sodium hypochlorite line to the RAS. The project is subject to the American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014. Compliance with 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs is required. The project includes all common phases of construction customarily associated with this type of project. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

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

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

You may download this Bid Document, excluding the drawings, and a pdf version of the Bid Bond and Bid Proposal to prepare your bid from the Carson City website <a href="http://www.carson.org/Index.aspx?page=998">http://www.carson.org/Index.aspx?page=998</a>.

Downloading this bid document from the website does not put you on the plan holders list, you must click the link at the bottom of the page and provide your information to add your company name to the plan holders list.

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

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

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

Sierra Contractor's Source, 860 Maestro Dr., Suite B, Reno NV 89511 (775) 329-7222 www.scsplanroom.com

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

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

<u>ADDENDA:</u> All addenda are posted on Carson City's website <a href="http://www.carson.org/Index.aspx?page=998">http://www.carson.org/Index.aspx?page=998</a>. It is each bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

**MANDATORY PRE-BID CONFERENCE** will be held on September 22, 2014, at the WWTP NaCIO Building located at 3303 E. 5<sup>th</sup> Street, Carson City, Nevada and will commence promptly at 10:00 a.m. Attendance is required to bid on this project.

QUESTIONS regarding this bid must be received a minimum of four (4) days prior to bid opening.

**SEALED BIDS** must be submitted in a sealed envelope which shall be clearly marked with title and number of this Bid Document to Carson City Purchasing and Contracts Department, 201 North Carson Street, Suite 3, Carson City, Nevada 89701, by not later than 11:00 a.m. on October 9, 2014. Bids received after the date and time set for receipt will be **REJECTED** and returned to the bidder unopened.

**BID OPENING** will be held publicly at 11:10 a.m. on October 9, 2014, at 201 North Carson Street, Suite 3, Carson City, Nevada 89701. Bidders, their representatives, and all other interested persons may be present during the bid opening.

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

**AWARD RECOMMENDATION** will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or contact Kim Belt at <a href="mailto:KBelt@carson.org">KBelt@carson.org</a> for the recommendation.

NOTICE OF PROTEST OF AWARD OF CONTRACT must be in compliance with NRS 338.142 and submitted in writing to the Carson City Purchasing and Contract Department of the Division of Finance (Department) at City Hall, 201 N. Carson Street, #3, Carson City, NV 89701 within five (5) business days after the date the Director of such Department or the City's Public Works Director, as the City's authorized representative, makes a recommendation to the award the contract.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the City's Public Works Director or its Purchasing and Contracts Manager, at the time or soon after the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by such authorized representative of the City and the City shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or two hundred fifty thousand dollars.

A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City's Board of Supervisors on the protest.

A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City's Board of Supervisors has made a determination on the protest and awarded the contract.

Neither the City's Board of Supervisors nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant hereto.

If the protest is upheld, the bond posted or other security submitted with or soon after the submission of the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City's Board of Supervisors in an amount equal to the expenses incurred by the City or its Board of Supervisors because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

<u>BID AWARD</u> will be made by the Carson City Board of Supervisors and is scheduled for November 6, 2014 and their decision is final. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 East William Street, Carson City, Nevada 89701 beginning at 8:30 a.m.

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

Signature in Project File
Kim Belt, CPN Purchasing and Contracts Manage
Signature in Project File
Darren Schulz, Public Works Directo

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E4	Single-Line Diagram, Panel Schedule, and SCADA Diagram
E5	SCADA RTU Diagram

# **CORRESPONDENCE AND/OR COMMUNICATIONS:**

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

## A. Contract Administrator

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

# B. Owner's Representative

Darren Schulz, Public Works Director Carson City Public Works Department 3505 Butti Way Carson City, Nevada 89701 775-887-2355 FAX No. 775-887-2112 DSchulz@carson.org

# C. Construction Manager

Rick Cooley, Construction Manager Carson City Public Works Department 3505 Butti Way Carson City, Nevada 89701 775-887-2355 FAX No. 775-887-2112 rcooley@carson.org

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

## **END OF DOCUMENT**

## **B.1 BIDDING PROCEDURES**

## A. Pre-bid Conference

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

# B. Designated Contacts

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

## C. Contract Drawings

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

# CONTRACT DRAWING TITLE: "Sodium Hypochlorite Tank Replacement Project"

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

# D. Interpretations and Addenda

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

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

Addenda shall be sent by fax, e-mail or posted on the City's website to all who are known by the City to have received a complete set of Bid Documents (plan holders). No Addendum shall be issued by Carson City less than two (2) working days prior to the advertised date and time for Bid submittal. **Note:** Bidders are requested to submit questions four (4) working days prior to the advertised date and time for Bid submittal.

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

## E. Bid Preparation and Submission

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

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

SEALED BID **BID NO.: 1415-061** 

**OPENING:** October 9, 2014 at 11:10 am

**COMPANY NAME:** 

3. This is a Federal-aid contract and the provisions found in the DBE Guidance located in the SRF Requirements Section of this Contract need to be followed including submitting all required forms.

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

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

Carson City Purchasing and Contracts Department 201 North Carson Street, Suite 3 Carson City, Nevada 89701

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

#### F. Documents Necessary for Submittal

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

## G. Bid Security

- 1. Each Bid Proposal must be accompanied by a Cashier's check, Certified Check, or Bid Bond acceptable to Carson City in an amount equal to at least five percent (5%) of the Bidder's "Base Bid" Proposal. Said Bid Security shall be payable without condition to Carson City as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid Proposal and, in the manner and form required by the Bid Document, and will furnish the required PERFORMANCE and PAYMENT bonds. (Refer to Documents # 2151 and 2152). Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Security may be forfeited to the City as liquidated damages, not as penalty. All checks must indicate the Payee as "Carson City, Nevada" and reflect the Bid Title and Number. Failure to enclose a Bid guarantee with the sealed Bid will cause the Bid to be rejected and not considered.
- 2. Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to NRS 683A.090 and issued by an appointed agent pursuant to NRS 683A.280. Bonds issued by an individual surety are not acceptable to the City.

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

#### H. Quantities

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

#### I. Compensation

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

#### J. Schedule of Values

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

- 1. **PRIOR TO AWARD OF BID:** Carson City may request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of determining an unbalanced Bid. The analysis shall be conducted by the City.
- 2. <u>AFTER AWARD OF BID</u> Carson City will request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of making partial payments to the Contractor.

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

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

## K. Validity of Bid

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

## L. Bidders Preference

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

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

#### M. Bidders Representation

Each Bidder by submitting its Bid represents that:

- 1. The Bidder, signing the Proposal summary and submitting the bid represents that he/she has familiarized himself with the Notice to Contractors, Contract Drawings, Specifications, and Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Bid. By submission of his/her Bid, he/she agrees to all the terms and conditions of the Bid Document and further agrees that no claim will be made against the City, the Construction Manager, or the Design Consultant for any damage that he/she or his/her subcontractors may have suffered due to the inadequacy of his/her Bid on account of any alleged errors, omissions, or other deficiencies in the Notice to Contractors, Drawings, Specifications, or Contract Documents supplied to him/her by the City.
- 2. The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
- 3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bid Documents before submitting his/her bid, the Bidder shall request the City, in writing, to provide additional information and explanation.
- 4. Submission of a Bid by a Bidder shall constitute conclusive evidence that the Bidder has relied on his/her own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications. The Bidder is aware that soil classifications do not represent any particular stability or drainability characteristics, and are aware that water table levels can vary.
- 5. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.
- 6. The Bidder, by signing the Bid Proposal, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NOSHA standards.

Bidder must be duly qualified and possess the classification(s) of contractor's license stipulated by the City for this particular Work and issued by the Nevada State Contractor's Board. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Proposal. The Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624. Carson City will not consider any Bid that fails to comply with these requirements.

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

#### N. Fair Employment Practices

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

## O. Subcontracting

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

The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Bid amount. Within two (2) hours after the opening of Bids, the bidders who submitted the three lowest Bids must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Bid amount or Fifty Thousand Dollars (\$50,000), whichever is greater

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

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

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

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

#### P. Site Information

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

#### IB.2. OPENING OF BIDS

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

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

#### A. Mistake in Bid

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

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

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

#### B. Withdrawal of Bid

- 1. <u>Before Bid Opening</u> A Bidder may request withdrawal of his/her, sealed Bid prior to the scheduled date and time of the scheduled Bid opening provided the request is submitted to the Contract Administrator's Office in writing or an authorized representative must present himself with proper identification to the Contract Administrator's Office and verbally request that the Bid be withdrawn.
- 2. <a href="After Bid Opening">After Bid Opening</a> No Bids may be withdrawn for a period of sixty (60) calendar days after the date and time of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by City, which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to the City for execution and the City executes the Contract.

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

#### A. Award of Contract

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

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 338 (Public Works Projects)
- (c) Chapter 339 (Contractor's Bonds on Public Works)
- (d) Chapter 624 (Contractors).

# B. Rejection of Bids

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

#### C. Irregular Bid

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

- 1. If the Bid Proposal furnished by the City is not used or is altered.
- 2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind, which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
- 3. If the Bid submitted contains any erasures, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB.1.E (1).

# D. Unbalanced Bid

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

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

- 1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;
- 2. Base quantities and option quantities are separate line items;
- The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected:
- 4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder;

## E. Disqualification of Bidders

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- 1. The Bidder is not responsive or responsible:
- 2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract Drawings and specifications;
- 3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)
- Lack of the contractor's license classification stipulated by Carson City for this Work;
- 5. More than one Bid for the same work from an individual, firm, or corporation under the same or different name;
- 6. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information;
- 7. Unsatisfactory performance record as shown by past work for the City, judged from the standpoint of workmanship, progress, and quality of services/goods provided;
- 8. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded;
- 9. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);
- 10. Failure to comply with any requirements of the City;
- 11. Failure to list, as required, all subcontractors who will be employed by the Bidder;
- 12. Negative actions against the Contractor's license by any Federal, State or Local department or agency;
- Any other reason determined, in good faith, to be in the best interest of the City.

#### **IB.4 BID PROTESTS**

A Bidder may file a Notice of Protest regarding the awarding of the contract in accordance with NRS 338.142 and the Notice to Contractors (NC) above, under "NOTICE OF PROTEST OF AWARD OF CONTRACT."

## **IB.5 BID PREPARATION EXPENSES**

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

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

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price

fixing. The Bidder agrees to indemnify, exonerate and hold Carson City harmless from liability for any such violation now and throughout the term of the Contract.

**END OF INSTRUCTIONS TO BIDDERS** 

BID BOND				
KNOW ALL MEN BY THESE PRESENTS, that I/We				
as Principal, hereinafter called Contractor, and				
a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$				
(state sum in words) for the payment whereof Contractor and Surety bind the assigns, jointly and severally, firmly by these presents.	mselves, their heirs, exec	cutors, administrators, suc	 cessors and	
WHEREAS, the Principal has submitted a bid, identified Replacement Project".	d as <b>BID # 1415-061</b> and	d titled <b>"Sodium Hypoch</b>	lorite Tank	
NOW, THEREFORE if the City shall accept the bid of the P Accordance with the terms of such bid, and give such bond good and sufficient surety for the faithful performance of surnished in the prosecution thereof, or in the event of the fabonds, if the Principal shall pay to the City the difference in said bid and such larger amount for which the City may in said bid or an appropriate liquidated amount as specified in otherwise to remain in full force and effect.	or bonds as may be specific such Contract and for the illure of the Principal to ent- lot to exceed the penalty h good faith contract with an	ed in the bidding or Bid Dod prompt payment of labor a er such Contract and give s ereof between the amount other party to perform work	cuments with and material such bond or specified in a covered by	
	Executed on this	day of	2014	
		al:		
	Title:			
(Seal)				
		ncipal:		
	ATTEST NAME	,		
	Signature of Notary:			
Subscribed and sworn before me thisda (printed name of notary)	y of Notary Public for the S	State of	2014	
Claims Under this Bond May be Addressed to:		gent Information state bonding companies	3	
Name of Surety	Name of Local Agen	t		
Address	Address			
City	City			
State/Zip Code	State/Zip Code			
Name	Agent's Name			
Title	Agent's Title			
Phone Surety's Acknowledgement	Agents Phone			
NOTICE. No substitution or revision to this hand form	will be accompany. Council		. d.	

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

BID # 1415-061

BID TITLE: "Sodium Hypochlorite Tank Replacement Project"

NOTICE:

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

submission.

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

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

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

BIDDER acknowledges receipt of \_\_\_\_\_ Addendums.

# **SUMMARY**

Description		Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
BP. 1	Mobilization, Demobilization and Clean-Up				
	(SC 6.2.2)	1	LS		
BP.2	Demolition of Existing NaOCI System (SC 6.2.3)	1	LS		
BP.3	/	4	1.0		
	Concrete Containment Basin (SC 6.2.4)	ı	LS		
BP.4	Sodium Hypochlorite Tanks (SC 6.2.5)	2	EA		
BP.5	Sodium Hypochlorite Plumbing and	1	LS		
	Controls (SC 6.2.6)				
BP.6	Site Infrastructure (SC 6.2.7)	1	LS		
BP.7	Access and Egress Upgrades (SC 6.2.8)	1	LS		
BP.8	Fire Sprinkler System (SC 6.2.9)	1	LS		
BP.9	Emergency Eyewash and Shower (SC	1	LS		
	6.2.10)				
BP.10	Total Base Bid Price (Schedule A)				

**BP.11** Total Base (Schedule (A) Bid Price Written in Words:

# **BP.12 BIDDER INFORMATION:**

Company Name:				
Federal ID No.:				
Mailing Address:				
City, State, Zip Code:				
Complete Telephone Number:				
Complete Fax Number:				
Fax Number including area code:				
E-mail:				
Contact Person / Title:				
Mailing Address:				
City, State, Zip Code:				
Complete Telephone Number:				
Complete Fax Number:				
E-mail Address:				
BP.13 LICENSING INFORMATION:				
Name de Otata Contractorio Librario Name de				
Nevada State Contractor's License Number:				
License Classification(s):				
Limitation(s) of License:				
Date Issued:				
Date of Expiration:				
Name of Licensee:				
Carson City Business License Number:				
Date Issued:				
Date of Expiration:				
Name of Licensee:				
I NAITIC OF LICCHOCK.				

# **BP.14 DISCLOSURE OF PRINCIPALS:**

Other 1) Name & Title:

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

# BP.15 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1)	
Title 1)	
Name 2)	
Title 2)	
Name 3)	
Title 3)	
Name 4)	
Title 4)	
Name 5)	
Title 5)	
Name 6)	

Title 6)

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

# **BP.16 REFERENCES:**

# **Instructions:**

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

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

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

Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

# BP. 17 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
- b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
   and
- d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Signature of Authorized Certifying Official	Title
Printed Name	Date
I am unable to certify to the above statement. My expla	anation is attached.
Signature	Date

# Bidder's Safety Factors:

**BIDDER'S SAFETY INFORMATION** 

Year	"E-Mod" Factor¹	OSHA Incident Rate <sup>2</sup>
2013		
2012		

<sup>&</sup>lt;sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>&</sup>lt;sup>2</sup> OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

# **SUBCONTRACTORS**

BP.18 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter NONE under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page)

scparate page).		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# **SUBCONTRACTORS**

**BP.19** INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

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

# **SUBCONTRACTORS**

**BP. 20 INSTRUCTIONS:** for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

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

#### **BP. 21**

# WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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



# **WORKERS EMPLOYED REPORT**

Project Name:	Contract Number :	
General Contractor:		PWP #
Subcontractor:		 Date:
Address at which payroll r	records are maintained:	
Contact Person and Phon	ne Number:	
Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction

# **Local Preference Affidavit**

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

<u>I,</u>	, on behalf of the Contractor,	, swear
and affirm that in order to be in	compliance with NRS 338.XXX* and be eligi	
	, Project Name	
	dhered to, documented and attained on comple	
submission of this affidavit on b	oehalf of, I reco	ognize and accept that failure to
comply with any requirements is	s a material breach of the contract and entitles	the City to damages. In addition,
the Contractor may lose their pr	reference designation and/or lose their ability to	o bid on public works for one year,
pursuant to NRS 338. XXX*:		
	hat 50 percent of the workers employed on the	job possess a Nevada driver's
license or identification card;		
	all vehicles used primarily for the public work	will be registered and (where
applicable) partially apportioned	<del>1 to Nevada;</del>	
	at least 50 percent of the design professionals v	who work on the project (including
sub-contractors) have a Nevada	driver's license or identification card.	
4. The Contractor shall ensure p	payroll records related to this project are maints	ained and available within the State
of Nevada.		
"bidder's preference" have be this affidavit and subsequent i	NRS 338 detailing the continued procedure een amended by the passage of Assembly Bil record keeping and reporting by the General oject. These requirements are not applicated billity certificate in their bill.	l <del>l 172 effective 7/1/13, requiring</del> a <del>l Contractor using the preference</del>
By:	Title:	
Signature:	Date:	
Signed and sworn to (or affirme	ed) before me on this day of	<del>, 20,</del>
by	(name of person making statemen	<del>t).</del>
State of )		
)ss.		
	<del>7</del>	
County of)	<del>-</del>	
· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·	STAMP AND SEAL	

In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and BID PROPOSAL accurate statement

of worker s earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

# Altered to include State of NV Regulations

Date			
I,			
I,(Name of Signatory Party)		(Title)	
do hereby state:			
(1) That I pay or supervise the payment of the	persons emplo	oyed by	
			on the
(Contractor or Sub-	contractor)		
	; that duri	ring the payroll period commend	cing on the
(Building or Work)			
, day of,, and	ending the	day of	,,
all persons employed on said project have been pa been or will be made either directly or indirectly to or			oates have
			from the full
(Contractor or Su	bcontractor)		
weekly wages earned by any person and that no of from the full wages earned by any person, other than 3 (29 C.F.R. Subtitle A), issued by the Secretary of 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C.	n permissible d Labor under the	deductions as defined in Regula le Copeland Act, as amended (	ations, Part

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
  - (4) That
    - (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
      - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

#### (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

 Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

#### (c) EXCEPTIONS

31 OF THE UNITED STATES CODE.

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
NAME AND TILE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF T	THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR ECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

NRS 338.070:

<sup>4.</sup> The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.

<sup>5.</sup> The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor 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. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.

<sup>6.</sup> Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

BP.22 ACKNOWLEDGMENT AND EXECUTION:	
STATE OF) ) SS COUNTY OF)	
COUNTY OF)	
[Name of party signing this Bid Proposal), do depose and say I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Inform Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Condition Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnica Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Sodium Hypochlorite Tank Replacement Project", contract number 1415-061, together with incidental it necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.	nation, ins, il
BIDDER:	
PRINTED NAME OF BIDDER:	
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Telephone:	
Fax:	
E-mail Address:	
(Signature of Bidder)	
DATED:	
Signed and sworn (or affirmed) before me on thisday of, 20'	14, by
·	
(Signature of Notary) (Notary Stamp)	

**END OF BID PROPOSAL** 

#### **CA.1 NOTICE TO CONTRACTORS:**

The **CONTRACTOR** shall complete a Wage Comparison Worksheet (see SRF Requirement Section for form) and submit it along with the Agreement, Bonds and Insurance after the Notice of Award is issued.

## CA.2 METHOD OF AWARD

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

#### CA.3 TIME OF AWARD

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

#### CA.4 BONDS

## A. Bonds Required

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

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

## B. Bond Forms

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

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

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

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

# **CA.5 INSURANCE REQUIREMENTS**

#### A. General

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

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

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

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

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

Contractor is responsible for and must remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

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

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

# A. Insurance Coverage

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

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

# B. General Requirements

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

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

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

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

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

**Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that: without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be cancelled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, Nevada 89701.

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

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

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

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

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

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

# C. Commercial General Liability Insurance

Minimum Limits required:

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

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

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

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 from CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises,

operations, independent Contractors, completed operations, person injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability or another assumed in a business contact).

# D. Business Automobile Liability

Minimum Limit required:

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

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

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

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

#### **CA.6 PENALTY FOR COLLUSION**

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

#### CA.7 SUCCESSORS AND ASSIGNS

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

## CA.8 RIGHTS AND REMEDIES

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

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

## CA.9 COPELAND ANTI-KICKBACK LAW

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

#### **CA.10 NOTICE TO PROCEED**

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

#### **CA.11 TIME: COMPLETION OF PROJECT**

#### A. Time

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the City, shall commence the Work to be performed under the Contract on the date set by the City in the written

Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work within the number of calendar days stated in the Special Conditions after the date of the Notice to Proceed. Further, separable portions of the Work may be subject to milestone or specific dates as established in the Special Conditions.

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

## B. Liquidated Damages

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

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

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

## CA. 12 LIQUIDATED DAMAGES FOR LATE SUBMITTALS AND LAPSE OF INSURANCE

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

## **END OF CONTRACT AWARD**

THIS **CONTRACT** made and entered into this 9<sup>th</sup> day of November, 2014, 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. 1415-061, titled "Sodium Hypochlorite Tank Replacement Project" 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	

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, 2014 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

## **Cause Termination for Default or Breach:**

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

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

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

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

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

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

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

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

#### **CITY** may terminate this Contract if **CONTRACTOR**:

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

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

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

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

**CONTRACTOR** fails to maintain safe working conditions.

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

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

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

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

If **CITY** terminates this Contract for one of the reasons stated 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. 1415-061 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(6)**

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 City.

NRS 338.070(6) requires: - "The record maintained pursuant to subsection 4-5 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.

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

# **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 <u>all government obligations, including, but not limited to,</u> all taxes, assessments, fees, <u>fines, judgments,</u> premiums, permits, and licenses required <u>or imposed</u> by law <u>or a court</u>. 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.

# 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.

# 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.

**CITY'S LEGAL COUNSEL** 

Neil A. Rombardo, District Attorney

# AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

# **ACKNOWLEDGMENT AND EXECUTION:**

**CARSON CITY** 

**Finance Director** 

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

Attn: Kim Belt, CPM - Purchasing and Contracts Ma 201 North Carson Street, Suite 3 Carson City, Nevada 89701 Telephone: 775-283-7137 Fax: 775-887-2107 KBelt@carson.org	I have reviewed this Contract and approve as to its legal form.
Ву:	By: Deputy District Attorney
Kim Belt, CPM	Deputy District Attorney
Dated	Dated
CITY'S ORIGINATING DEPARTMENT BY: Darren Schulz, Director	
Carson City Public Works Department	
3505 Butti Way Carson City, Nevada 89701	
Telephone: 775-887-2355	
Fax: 775-887-2164	
DSchulz@carson.org	
Ву:	
Dated	

"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	0044   %
Signed and sworn (or affirmed before me on thisday of Contractor".	,2014, by "name of
(Signature of Notary)	
(Notary Stamp)	

# **CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 9, 2014 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1415-061** and titled **"Sodium Hypochlorite Tank Replacement Project"**. 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
ATTEST:	DATED this 9 <sup>th</sup> day of November, 2014.
ALAN GLOVER, CLERK-RECORDER	
DATED this 9 <sup>th</sup> day of November, 2014	

# PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS, that I/w	e
·	as Principal, hereinafter called Contractor, and
a corporation duly organized under the laws of the State of Nand firmly bound unto Carson City, Nevada a consolidated national City, for the sum of \$Dollars(st Words)	nunicipality of the State of Nevada, hereinafter called
for the payment whereof Contractor and Surety bind themse and assigns, jointly and severally, firmly by these presents.	lives, their heirs, executors, administrators, successors
WHEREAS, Contractor has by written agreement the City for BID # 1415-061 and titled "Sodium Hypoch drawings and specifications prepared by Carson City and whereinafter 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
- 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 # 1415-061 and titled "Sodium Hypochlorite Tank Replacement Project"

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	,2014
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

# NOTICE:

By:

**Surety's Acknowledgment:** 

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.

By:

**Nevada Resident Agent's Acknowledgment:** 

# LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRE	<b>ENTS</b> , that I/we	
	as Principal, hereinafter called Contractor,	and
		a
held and firmly bound unto Carson City, N	of the State of Nevada, as Surety, hereinafter called the Surety, and a consolidated municipality of the State of Nevada, hereinaft	
,		f
or the payment whereof Contractor and Su and assigns, jointly and severally, firmly by	ety bind themselves, their heirs, executors, administrators, succesthese presents.	sors
contract with the City for BID # 1415-00	written agreement dated, 2014 entered in and titled "Sodium Hypochlorite Tank Replacement Projects prepared by Carson City and which contract is by reference materials."	t" in
part hereof, and is hereinafter referred to a	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:

- 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.
- 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 #1415-061 and titled "Sodium Hypochlorite Tank Replacement Project"

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.

(signature of Principal)

IIILE:	
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	, 2014
CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	Nevada Resident Agent Information (complete for out of state bonding companies)
MAT BE ADDRESSED TO.	
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:	Ву:

# **NOTICE:**

BY:

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.

# **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.

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

<u>Act of God</u> - 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.

<u>Addenda</u> - 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.

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

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

<u>As Directed, As Permitted, As Approved</u> - 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.

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

<u>Bidder</u> - 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.

<u>Calendar Day</u> - Every day shown on the calendar.

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

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

<u>Change Order</u> - 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.

<u>Construction Completion or Completion of Work</u> - 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.

<u>Construction Conflicts</u> - 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.

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

<u>Construction Manager</u> - 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.

<u>Construction Schedule</u> - 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.

<u>Contract</u> - 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.

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

<u>Contract Documents</u> - 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.

<u>Contract Price</u> - 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.

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

<u>Contractor</u> - 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.

<u>Contractor's Plant and Equipment</u> - 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.

<u>Day(s)</u> - 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.

<u>Design Consultant</u> - 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.

<u>Drawings</u> - 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.

<u>Engineer</u>- 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.

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

<u>Field Order</u> - 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.

<u>Final Acceptance</u> - 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.

<u>Final Completion</u> - 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.

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

<u>General Conditions</u> - 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.

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

<u>Intermediate Completion</u>- 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.

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

<u>Liquidated Damages</u> - 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.

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

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

<u>Notice of Completion</u> - 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** B Carson City, which has contracted for the performance of the Work.

<u>Owner's Representative</u> - 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.

<u>Plans</u> - 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

**<u>Project</u>** - The undertaking to be performed under the provisions of the Contract.

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

<u>Punch List</u> - 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.

<u>Right-of-Way</u> - 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.

<u>Schedule of Values</u> - 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.

<u>Service Connection</u> - 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.

<u>Service Provider</u> - 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.

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

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

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

<u>Standard Plans</u> - 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.

<u>Standard Specifications</u> - 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.

<u>Subcontractor</u> - 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.

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

<u>Substantial Completion</u> - 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.

<u>Sub-subcontractor</u> - 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.

<u>Superintendent</u> - the Contractor's authorized representative in responsible charge of the Work.

<u>Supplier</u> - 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 subsubcontractor, also referred to as Vendor.

<u>Surety</u> - 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.

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

<u>Title and Headings</u> - 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.

<u>Total Base Bid</u> - 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.

<u>Utility</u>- 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.

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

<u>Work Area</u> - 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.

<u>Work Directive</u> - 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.

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

## GC 1.6 ABBREVIATIONS

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

# **Abbreviations Stand For**

**AASHTO** American Association of State Highway and Transportation Officials

ACI American Concrete Institute

Al 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

# 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

#### 2/11 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 1<sup>st</sup>
Martin Luther King Day - 3<sup>rd</sup> Monday of January
Presidents Day - 3<sup>rd</sup> Monday of February
Memorial Day - last Monday of May
Independence Day - July 4<sup>th</sup>
Labor Day - 1<sup>st</sup> Monday of September
Nevada day - last Friday of October
Veterans Day - November 11<sup>th</sup>
Thanksgiving Day - 4<sup>th</sup> Thursday of November
Family Day - 4<sup>th</sup> Friday of November
Christmas Day - December 25<sup>th</sup>

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;
- 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;
- 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. <u>Base Schedule</u>

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

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

- 2. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.
- 3. Progress milestone events or other significant stages of completion.
- 4. The lead time required for testing, inspection and other procedures required prior to acceptance of the Work.
- 5. All activities, other than procurement activities, shall be cost-loaded. Activities shall be no longer than 14 calendar days, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

## C. Reports

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

- 1. Bar Chart: A manually generated report which lists each primary activity description, early start and finish dates, and all preceding and succeeding activities. Report shall indicate all critical activities. A report with the above information shall be provided with each monthly update.
- 2. CPM Schedule: A CPM network report sorted by I-J or activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.
  - \$ CPM network report sorted by total float.
  - \$ CPM network report sorted by early start.

#### 3.11.2 CONSTRUCTION SCHEDULE (B)

#### A. General

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

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

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

#### B. Preliminary Construction Schedule

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

- 1. Procurement and Submittals, including shop drawings, fabrication, and delivery of key and long lead time procurement activities.
  - a. The Contractor's submittal information shall show intended submittal dates and shall be incorporated into the base project schedule.
  - b. The delivery information shall include realistic delivery dates for the procurement activities.
- 2. The activities planned for the first 90 days in the execution of the Work.
- 3. The approach to scheduling the remaining activities or phases of the Work. The Work for each phase or activity shall be represented by at least one summary activity and the sum of the summary activities shall equal the Contract Time.
- 4. Approximate cost and duration for each summary activity representing the Contractor's best estimate for the Work the summary activity represents.
- 5. Projected monthly cash flow.

## C. Base Schedule Submittal

The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Construction Manager within thirty (30) days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter.

The Construction Manager shall review the schedule and provide any comments, its favorable review of the schedule, or request a meeting to review the schedule with the Contractor within fifteen (15) days of receipt of the schedule. If requested, the Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within ten (10) days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the Work, and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Construction Manager in writing stating the reasons for the change. Only one progress payment will be made prior to acceptance of the CPM Schedule. Neither the Contractor nor the City shall own the "float".

To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Construction Manager. Any omission of work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date.

The CPM Schedule shall utilize a (CPM) format using either the precedence or arrow diagramming method. The schedule shall show completion of the Project at the Contract Completion Date or before.

The schedule shall be computer generated utilizing a scheduling program identified in the Special Conditions. The Contractor shall provide a compact disk or other electronic means approved by the Construction Manager for the initial base schedule and all monthly updates with the network

diagram and mathematical analyses. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and re-computations of all tabulation date and float accordingly. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses network diagram. See Special Conditions for further details regarding scheduling requirements.

## D. <u>Cash Flow Projection</u>

A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in significant changes to the projected cash flow.

## GC 3.12 NOTICE OF DELAYS

When the Contractor foresees a delay in the prosecution of the Work and, in any event, within seventy-two (72) hours of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence, the estimated or actual extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager within the time specified above.

Except for Standby Time for City utilities as provided for in GC 7.10, COORDINATION/COOPERATION WITH UTILITIES, the Contractor's sole remedy for any delay in the Work, regardless of the alleged cause of the delay, shall be an extension of the contract time; the Contractor shall not be entitled to any delay damages, wage escalation, material escalation, extended job site or home office overhead or supervision, or additional compensation of any kind.

## 3.12.1 Non-Excusable Delays

Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. Time lost due to violations of permit requirements shall be non-excusable delays. No time extension or other compensation shall be granted for time lost due to non-excusable delays.

#### 3.12.2 EXCUSABLE DELAYS

Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

Delays caused by acts of God, fire, unusual storms, floods, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Construction Schedule.

Excusable delays shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek an extension of time.

## 3.12.3 STANDBY TIME

As provided in GC 7.10, COORDINATION/COOPERATION WITH UTILITIES, if the Contractor is delayed due to the City's non-marking, mis-marking or mis-locating the City's main line water mains, reclaimed water mains, sanitary sewer main lines and storm drains, the City will be responsible for repairs, damages and standby time caused the Contractor. Compensation to the Contractor for such repairs, damages or standby time shall be calculated on the basis of GC 6.4.3, FORCE ACCOUNT PAYMENT. Note: this provision does not apply to service laterals/connections.

Also Note: per NRS 455.082, the approximate location of a subsurface installation marked in response to a request of USA means a strip of land not more than 24 inches on either side of the exterior surface of a subsurface installation.

#### 3.12.4 WEATHER DELAYS

Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item(s) on the latest favorably reviewed Construction Schedule for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a non-compensable time extension should the critical path activities be affected by the weather delay.

#### 3.12.5 CONCURRENT DELAYS

Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays, City-caused and Contractor-caused. Time extensions will be granted on the basis of a time impact analysis from the CPM Schedule.

#### GC 3.13 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, or as modified by extensions of time granted by the City, damage will be sustained by the City. As it may be impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the City in the amount set forth in the Construction Contract, per calendar day for each and every calendar day's delay beyond the time prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

The Contractor shall not be deemed in breach of this Contract nor shall liquidated damages be collected because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in GC 3.15, EXTENSION OF TIME. Unforeseeable causes of delay beyond the control of the Contractor shall include Acts of God, acts of a public enemy, acts of government, or acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the City or the facilities.

### GC 3.14 RIGHTS BEYOND LIQUIDATED DAMAGES

Liquidated damages shall not preclude the City from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, and or any inability of the City to fulfill other obligations, if such damages are direct or consequential arising out of the failure of the Contractor to perform under the terms, conditions and requirements of this Contract.

## GC 3.15 EXTENSION OF TIME

The time specified for completion of all of the Work or any part of the Work may be extended only by a written change order executed by the City. The Construction Manager may, at his/her discretion, recommend that the City extend the time for completion of the Work without invalidating any of the provisions of the contract and without releasing the surety.

Extensions of time, when recommended by the Construction Manager, will be based upon the effect of delays to the project as a whole and will not be recommended for non-controlling delays to minor portions of the Work, unless it can be shown that such delays did, in fact, delay progress of the project as a whole. Excusable delays may justify an extension of time.

No extension of time for completion will be allowed for non-excusable delays.

Written requests for an extension of time must be delivered to the Construction Manager within seventy-two (72) hours following the date of the occurrence which caused the delay. The request must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. The delay causing condition must affect an activity on the critical path of the latest favorably reviewed Construction Schedule. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extension of time failing to include the information specified in this Section, and requests for extensions of time which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of a weather delay, Contractor shall supply daily reports to the Construction Manager describing such weather and the work which could not be performed that day because of such weather or conditions resulting therefrom and which Contractor otherwise would have performed. The City's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of the City's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this Section, the City will ascertain the facts and extent of the delay and extend the time for completing the Work if, in its judgment, the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive. An extension of time may be granted by the City after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

## GC 3.16 TEMPORARY SUSPENSION OF WORK

The City may order suspension of all or any part of the Work if:

- (1) Unsuitable weather and such other conditions beyond the control of the Contractor prevent satisfactory and timely performance of the Work; or
- (2) The contractor does not comply with the Contract or the Engineer's orders.

If the Work is suspended for reason (1) above, the period of work stoppage will be counted as non-working days. However, if the Construction Manager believes the Contractor should have completed the suspended work before the suspension, all or part of the suspension period may be counted as working days. The Construction Manager will set the number of non-working days (or parts of days) by deciding how long the suspension delayed the entire project. An extension of time may be granted. Also, the Contractor will be compensated for its actual costs plus the standard markup for overhead and profit for performing all work necessary to provide a safe, smooth, unobstructed passageway through the Site for use by the public, pedestrian and vehicular traffic during the period of such a suspension of work.

If the Work is suspended for reason (2) above, the period of work stoppage will be counted as working days and no extension of time will be granted. The lost work time, however, shall not relieve the Contractor from any contract responsibility.

If the Contractor fails to correct defective work as required, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the City, in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for the Work completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the City. When ordered by the City to suspend or resume work, the Contractor shall do so immediately. In all cases of suspension of construction operations, the work shall not again be resumed until permitted by written order of the City.

In the event that a suspension of Work is ordered for reason (2) above, as provided in this Section, the Contractor shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through the Site for use by public, pedestrian and vehicular traffic, during the period of such a suspension. Should the Contractor fail to perform the Work as specified, the City may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract. The Contractor will be responsible for all damage to the Work that may occur during suspensions of work. The Contractor will not be entitled to any additional compensation nor allowance for overhead or profit incurred in connection with this type of suspension.

## GC 3.17 PROTECTION OF ANTIQUITIES

State and Federal laws pertaining to the protection and preservation of sites or objects of archeological, paleontological or historic interest shall be observed by the Contractor performing this Work.

When features of archeological, paleontological or historic interest are encountered or unearthed in material pits, the roadway prism, or other excavation, the Contractor shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the State Historic Preservation Office at (775) 684-3448 and the Construction Manager.

Work shall not be resumed in the immediate area until the Contractor is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. The Contractor may be allowed an appropriate contract extension of time, as provided for in these General Conditions, for construction time lost.

#### GC 3.18 CONTRACT TERMINATION

If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to promptly provide means for satisfactory compliance with the Contract, within the time specified in such notice, the City in such case shall have the authority to terminate the operation of the Contract.

- A. The City may terminate the Contract if the Contractor:
  - 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;
  - 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. No Exceptions Noted (Resubmittal Not Required)

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. Not Acceptable (Resubmit)

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 reinspection at the site of the Work.

Inspection of the Work by the City, Construction Manager and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work, to furnish materials and perform acceptable Work, and to provide adequate safety precautions in conformance with the intent of the Contract.

#### 4.5.1 QUALITY ASSURANCE INSPECTION

All work and materials are subject to the inspection of the Construction Manager. The Contractor shall prosecute work only in the presence of the Construction Manager or a City inspector appointed by the Construction Manager, and any work done in the absence of said Construction Manager or inspector may be subject to rejection. Furthermore, failure to call for the Construction Manager or inspector to inspect as the work progresses shall be considered as a major breach of the Contract and may constitute grounds for the City to terminate. The Contractor shall make a request to the Construction Manager or inspector at least twenty-four (24) hours in advance before inspection services are required for the work. If the specifications, the Construction Manager's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. The City, Construction Manager, Design Consultant and authorized agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Construction Manager or that payment therefore has been included in a progress estimate.

No work or any portion thereof shall be deemed acceptable by reason of the presence of the Engineer. While the Engineer will endeavor to point out to the Contractor any defective work which comes to the Engineer's attention during these observations, the Engineer's failure to do so shall not constitute the basis of any claim, suit, or cause of action by the Contractor or any party against the Engineer or City and shall not excuse nonconforming or defective work by the Contractor.

No portion of any work or installed materials shall be covered or concealed in any manner without first being inspected by the Construction Manager. If any work should be covered up without the approval or consent of the Construction Manager, the Construction Manager shall have the authority to require, at any time before acceptance of the Work, that such work be uncovered for examination. After examination, the Contractor shall restore said portions of the Work to the standards required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing of the covering and the replacing of the covering or making good of the parts removed, will be paid for as provided in GC 6.0, CHANGE ORDERS, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

#### 4.5.2 Permit and Code Compliance Inspections

Separate and independent from the inspections above, the Work may require the inspections of Building Officials or other agencies. The Contractor shall make arrangements with the Carson City Building Department to schedule appropriate Building Permit compliance inspections and with other agencies (i.e. Fire Officials, NDOT, NDEP, etc.) to schedule their required permit and code inspections. Such inspectors shall have the authority provided them by their agencies and jurisdictions.

## 4.5.3 SAMPLES AND TESTS

The source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted to the Construction Manager by the Contractor in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Technical Specifications. Certificates of Compliance shall be provided by the Contractor as required in the Technical Specifications.

## A. Sampling

The Contractor shall furnish such samples of materials as are requested by the Construction Manager. No material shall be used until the Construction Manager has had the opportunity to test or examine such materials. Samples shall be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the site, such as concrete test cylinders, shall be taken or prepared by the Construction Manager in the presence and with the assistance of the Contractor.

#### B. Testing

All initial testing including, but not limited to, concrete, soils, and asphalt/concrete pavement shall be at no expense to the Contractor and shall be performed in the City's laboratory or in a laboratory designated by the City. When required by the Contract or the Construction Manager, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Contractor is responsible for all system and equipment testing as provided for in these Contract Documents.

## C. Retesting Costs

The costs of any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. The City will deduct such retesting costs from the progress payments through a deductive change order.

#### D. Test Standards

All sampling, specimen preparation, and testing of materials shall be in accordance with the requirements of the Standard Specifications, or any permits, and the standards of nationally recognized technical organizations. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

#### E. Testing Disputes

In the event that the Contractor disputes the results of the City's materials testing and retains his/her own testing laboratory for comparison testing, only a laboratory and personnel certified under the Nevada Alliance for Quality Transportation Construction (NAQTC) will be considered.

## **SECTION 5.0 PAYMENT**

#### GC 5.1 GENERAL

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals appurtenant to the various items of the Proposal Summary, as further specified herein, necessary for completing the Work, all in accordance with the requirements of the Contract Documents, including all costs of permits and compliance with the regulations of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA), and no additional compensation will be allowed therefore. No separate payment will be made for any item that is not specifically set forth in the Proposal Summary, and all costs therefore shall be included in the prices named in the Proposal Summary for the various items of Work. Prior to the City processing the pay estimate, if prevailing wage rates are required, the Contractor shall submit to the City a copy of its certified payroll reports for each week within the pay estimate period.

#### GC 5.2 PAYMENT FOR PATENTS AND PATENT INFRINGEMENT

All fees or claims for any patented invention, article, or arrangement that may be used upon or in the work, or is in any manner connected with the performance of the Work, shall be included in the price bid for doing the work. The Contractor and its sureties shall defend, protect, and hold the City, the Construction Manager, and Design Consultant, and their officers, agents, employees, and volunteers harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the City regarding patent rights for the Project. The affidavit shall state that all fees and payments due as a result of the Work incorporated into the Project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist in this Project.

#### GC 5.3 PAYMENT OF TAXES

The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, state and local sales and use taxes, federal and state payroll taxes or assessments, and excise taxes. No separate allowance will be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract Amount.

#### GC 5.4 PAYMENT FOR LABOR AND MATERIALS

In accordance with the provision of NRS 338.550, the Contractor shall pay and require its subcontractors to pay all accounts for labor including workers' compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of Work under this Contract. Such accounts shall be paid as they become due and payable.

## GC 5.5 PARTIAL PAYMENTS

In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of the Contract Documents, the City will pay the Contractor for all such work installed on the basis of percentage completion. Amounts earned will be based on the accepted Schedule of Values.

Payments will be made by the City to the Contractor on estimates approved by the Construction Manager, based on the value of equipment installed and tested, labor and materials incorporated into said permanent Work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work accompanied by an approved paid invoice) per GC 5.5.1, below.

Partial payments will be made monthly based on work accomplished as of the last day of each calendar month.

The Contractor and Construction Manager shall meet within five (5) days after the end of each calendar month to review and agree on the Work completed within the past month. The Contractor shall then submit its progress

billing of the Work completed during the prior month and the Work completed to date on the City's approved form corresponding to the accepted Schedule of Values. Upon receipt of Contractor's progress billing, the City shall act in accordance with the following:

- a. The Construction Manager shall review the submitted progress billing to verify that it corresponds with the agreement reached at the above mentioned review meeting. If the progress billing is satisfactory, the Construction Manager will process it for payment.
- b. If the Construction Manager determines that the progress billing is not satisfactory, then pursuant to NRS 338.525, the City shall, within twenty (20) days of receipt of said progress billing, give written notification to the Contractor of any amount that will be withheld and a detailed explanation of the reason for the withholding. The remainder will be processed for payment.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. Payment will be made by the City to the Contractor in accordance with City's normal accounts payable procedures. The City shall retain amounts in accordance with Sections GC 5.6, RETENTION, and GC 5.7, OTHER WITHHOLDS.

Per NRS 338.515, the City shall pay the Contractor within thirty (30) days after receipt of its progress billing.

#### 5.5.1 PARTIAL PAYMENTS - INCLUSION OF MATERIALS ON HAND

Except as otherwise provided in NRS 338.515(1), GC 5.6 "RETENTION", NRS 338.525, and GC 5.7 "OTHER WITHHOLDS", pursuant to NRS 338.515(2), the City will pay or cause to be paid to the Contractor the actual cost of the supplies, materials and equipment that have been identified in the Special Conditions as eligible for such payment. To be eligible for such payment the supplies, materials, or equipment must:

- (A) be identified in the Special Conditions:
- (B) have been delivered and stored at a location, and in the time and manner, specified in this Contract by the Contractor or a subcontractor or supplier for use in the Work; and,
- (C) be in short supply or were made specifically for this Contract.

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to the City will be qualified for partial payment.

To receive payment for materials and equipment delivered to the site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials at least seven (7) days prior to submitting the monthly progress billing for work completed. At the Construction Manager's discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

- a. Only equipment or materials which have received favorable review of shop drawings will qualify.
- b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained at the job site in a manner favorably reviewed by the Construction Manager.
- c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers or other documentation requested by the Construction Manager.

## GC 5.6 RETENTION

From each progress payment estimate, ten (10) percent of the "total completed to date" sum will be deducted and retained by the City, and the remainder, less the amount of all previous payment, will be paid to the Contractor. After fifty (50) percent of the Work has been completed and if progress on the Work remaining is satisfactory, the

deduction to be made from the remaining progress payments and from the final payment may be reduced to five (5) percent of the adjusted Contract Price at the discretion of the City.

## GC 5.7 OTHER WITHHOLDS

In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount of any payment otherwise due the Contractor, as in its judgment may be necessary to cover:

- a. Defective work not remedied;
- b. A reasonable doubt that the Contract can be completed for the balance then unpaid;
- c. Damage to another contractor, third party, or to property;
- d. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule;
- e. Failure of the Contractor to keep the Work progressing in accordance with its Progress Schedule:
- f. Failure to maintain current "As-Built" record drawings;
- g. Failure of the Contractor to make proper submissions, as herein specified;
- h. Payments due the City from the Contractor;
- i. Reduction of Contract Amount because of modifications; or
- j. The Contractor's neglect or unsatisfactory prosecution of the Work, including failure to clean up.

When the above reasons for withhold amounts are removed, payment will be made to the Contractor for amounts withheld.

## **SECTION 6.0 CHANGE ORDERS**

#### GC 6.1 GENERAL

Without invalidating the Contract and without notice to sureties or insurers, the City through the Construction Manager, may at any time order additions, deletions, or revisions in the Work. These will be authorized by Work Directive, Field Order, or Change Order. A Change Order will not be issued for a Work Directive unless the Construction Manager concurs with an appeal by the Contractor that such Work Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements of all Change Orders, Field Orders, or Work Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order or Work Directive causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Work Directive, Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time.

Extra work shall be that work neither shown on the Contract Drawings nor specified. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work, not involving extra cost, or extra time, and not inconsistent with the intent of the Work. With the exception of an emergency which would endanger life or property, no extra work or change shall be made unless in pursuance of a written order by the City through the Construction Manager, and no claim for an addition to the total amount or total time of the Contract shall be valid unless so ordered in writing.

In case any change increases or decreases the Work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract Amount.

If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The City shall provide for an equitable adjustment to the Contract, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with the requirements herein stated.

#### GC 6.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing, of any:

- a. Material that the Contractor believes may be hazardous waste that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law.
- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Construction Manager shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for performance of any part of the Work, the City shall cause to be issued a change order under the procedures provided herein.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor

shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

## GC 6.3 RESOLUTION OF DISPUTES

#### 6.3.1 CONTRACT INTERPRETATION BY THE CONSTRUCTION MANAGER

Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to the Contractor in writing with a decision within seven (7) working days of receipt of the request.

#### 6.3.2 CLAIMS

#### A. Notice

If the Contractor disagrees with the Construction Manager's decision, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor shall notify the Construction Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager within five (5) days of receipt of such decision. All other claims or notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and all reasons for the claim, but need not state the amount.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the Construction Manager and City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

## B. Records of Disputed Work

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Construction Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used which shall be signed by the Construction Manager and Contractor daily. Such information shall be submitted to the Construction Manager on a weekly or daily basis as determined by the Construction Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

## C. Submission of Claim Costs

Within thirty (30) days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the Construction Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the Contractor will promptly comply to the satisfaction of the Construction Manager. If the additional costs are in any respect not known with certainty, they shall be estimated as best as can be done. In case the claim is found to be just, it shall be allowed and

paid for as provided in GC 6.4, MODIFICATION PROCEDURES and GC 5.5, PARTIAL PAYMENTS.

## D. <u>Claim Meetings</u>

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 **N**EGOTIATED 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.

- 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.
- No direct payment will be made for necessary accessories (including replenishing blades, augers, teeth, hoses, bits, etc.) if not listed in the Rental Rate Blue Book.
- 4. No compensation will be allowed for shop tools having a daily rental rate of less than \$10 as set forth in Section 18 of the Rental Rate Book.

If ordered to use equipment not listed in the aforementioned publications, a suitable rental rate for such equipment will be established. Contractor shall furnish any cost data which might assist in the establishment of such rental rate.

Except as provided below, payment will be made for the actual time that such equipment is in operation on the work. Time will be measured in 0.5 hours increments of actual working time and necessary traveling time of the equipment within the limits of the project.

Authorized standby time for idle equipment will be paid for at 50% of the "monthly rate divided by 176, multiplied by the regional adjustment factor, and multiplied by the rate adjustment factor", and rounded to the nearest \$0.10. No operating cost, markup, overhead or profit will be added.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciating, storage, insurance and all incidentals.

When special equipment has been ordered in connection with force account work, travel time and transportation to the project will be measured as hereinafter outlined. For the use of special equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the rental rates as determined above and the cost of transporting the equipment to the location of the work and its return to its original location will be paid, all according to the following provisions:

- (a) The original location of the equipment to be hauled to the location of the work will be agreed to in advance.
- (b) The City will pay the costs of loading and unloading such equipment.
- (c) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.
- (d) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the Construction Manager directs the Contractor to discontinue the use of such equipment.
- (e) Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation by the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.
- (f) Payment for transporting and loading and unloading equipment as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis. \_

To the preceding costs, there shall be added the following fees as the combined overhead and profit for the Contractor:

- a. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item a, labor, above.
- b. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item b, materials, above.
- 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 <a href="www.adr.org">www.adr.org</a>) 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 (3<sup>rd</sup>) 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. <u>Temporary Enclosures</u>

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:

<u>Allowable Daytime Noise Levels</u> 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.

<u>Allowable Nighttime Noise Levels</u> 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, preapproved by the Construction Manager, to all such residents and businesses and must be available and able to answer their questions. Copies of notices to all properties other than single family residences provided to the Construction Manager shall include a name and signature of the person accepting the notice for those properties. The Contractor shall make every effort to provide alternate access to the property during such closure, if at all possible. The Contractor shall replace or repair any damage done to driveways or sidewalks and shall provide temporary relief in the form of steel plates and supports of adequate strength over the excavation. Access to properties must be restored during all non-working hours.

Direct access shall be provided at all times to fire stations, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.

No streets or roads shall be blocked or made inaccessible, due to the Contractor's work, without approval of the City. No open excavations shall be allowed during non-working hours. Excavations shall be backfilled to grade and, if in a pavement area, temporarily paved level with adjacent pavement or, with the prior approval of the Construction Manager, covered with steel plates during non-working hours. If temporary paving and/or maintenance of temporary paving of all disturbed streets, driveways and sidewalks is not completed prior to the end of each work day, the Construction Manager may suspend the Work on the entire project, without any additional costs to the City, until the temporary paving is completed and/or properly maintained. The Construction Manager shall be the judge of proper maintenance of the temporary paving.

If needed, the City will provide the Contractor with "Temporary No Parking" signs to be posted in the construction area by the Contractor to accommodate each day's work. The Contractor must post the "Temporary No Parking" signs in the construction area no less than seventy-two (72) hours prior to the effective start of such parking restrictions. Temporary No Parking hours are to conform to the Contractor's Working hours, but in no instance shall they exceed the Working Hours as specified in GC 7.3.5 or as amended in the Special Conditions. Contractor must keep a log of day, date, time and location that the signs are posted. If, when work starts, vehicles are parked in violation of the posted restrictions, the Contractor shall call the Carson City Sheriff's Office Dispatch Center at 887-2008 to request that the violating vehicle(s) be towed. Contractor shall identify expected no parking areas on the Traffic Control Plan and shall notify the Construction Manager at least one (1) week prior to the need for the "Temporary No Parking" signs.

#### 7.4.1 HAUL ROUTES

Prior to hauling, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the Project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall adhere to approved routes only.

#### 7.4.2 TRAFFIC CONTROL

During construction within traffic roadways the Contractor shall maintain no less than one (1) lane of traffic during working hours and two (2) lanes at all other times. When one-way traffic is in effect, the Contractor shall employ no less than two (2) flaggers to facilitate the safe flow of traffic. No streets or roads shall be blocked, closed or made inaccessible due to the Contractor's work, without the prior approval of the Construction Manager.

The Contractor shall provide and maintain traffic control devices such as signs, warning lights, reflectors, barriers, fences, flaggers, steel plates, barricades, light signs and other necessary safety devices and measures on all sides of the construction zone, the number, size, message and spacing of which shall be governed by the Traffic Control Plans, local ordinance, or permit requirements. Traffic control shall be in accordance with the MUTCD. Any Traffic Control for work within NDOT right-of-way shall be in accordance with the NDOT permit requirements. The Contractor shall submit for approval by the City and any other applicable agency, its traffic control plans at least two (2) weeks prior to beginning work on public streets in accordance with GC 4.0, SHOP DRAWINGS AND QUALITY CONTROL.

The Contractor shall designate a Traffic Control Supervisor who shall be responsible for preparing and signing all Traffic Control Plans, and for installing and maintaining all traffic control devices as shown on the approved Traffic Control Plans. Said Traffic Control Plans must be per the provisions of the MUTCD and any Special Conditions. The Traffic Control Supervisor shall be available to be contacted by the Construction Manager twenty-four (24) hours per day for the duration of the Contract. The Traffic Control supervisor must be certified as a worksite traffic supervisor by ATSSA. As a minimum, the Traffic Control Supervisor shall check all traffic control devices at the start, mid-day, and end of each work day and at least once on every non-working day.

In addition to the flaggers required above, the Contractor shall employ flaggers at places designated by the Construction Manager for the safe movement of the public through the Work area. Flaggers shall possess a valid flagger card attesting that they have satisfactorily completed an instructional course in flagger procedures conducted by NDOT or some other approved course given by another entity of government within the State of Nevada.

No material or equipment shall be stored or parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all materials, equipment and other obstructions from the public right-of-way. With the prior approval of the Construction Manager, the Contractor may shield the public traffic from materials or equipment within the public right-of-way by the use of temporary concrete or water filled barrier rails.

The Contractor shall notify the Carson City Fire Department and Sheriff Department dispatch center at (775) 887-2008 at least twenty-four (24) hours in advance of rerouting public traffic when traffic patterns

are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

Should the Contractor appear to be negligent in furnishing or maintaining warning and protective measures, as above provided, the Construction Manager may direct attention to the existence of the hazard, and the necessary warning and protective measures shall be immediately furnished and installed by the Contractor at its expense. Failure to do so will be cause to suspend the Work until the deficiency is corrected. If the Contractor does not correct a Traffic Control deficiency by the end of the work day and the Construction Manager determines that the public safety is endangered, then the Construction Manager may take the necessary action to correct the deficiency pursuant to GC 2.5.4, City's Right to Carry Out the Work.

#### 7.4.3 TRAFFIC DETOURS

Detouring traffic to private streets shall not be allowed. Advance warning/detour signs shall be used to direct through-traffic, and shall be placed to notify traffic to avoid all possible situations that require individual motorists to turn around to avoid the closure. The advanced warning signs shall be placed in accordance with the approved Traffic Control Plan. No detour or street closure signing shall be placed on any street prior to the start of Work hours and shall be removed prior to the end of Work hours unless otherwise provided in the approved Traffic Control Plan.

#### 7.4.4 PEDESTRIAN AND BICYCLE DETOURS

Advanced warning/detour signs shall be placed to notify pedestrian and bicycle traffic of any closure and to avoid all possible situations that may require individuals to turn around to avoid the closure.

#### GC 7.5 PROJECT SIGNS

If required by Contract Special Conditions, the Contractor shall provide, install and maintain for the duration of the Project, Project sign(s). Two (2) signs shall be required for pipeline projects. The sign(s) shall be installed within fifteen (15) days of the Notice to Proceed and shall be installed where directed by the Construction Manager. The Project Sign(s) shall conform to the requirements listed in the Special Conditions.

#### GC 7.6 PROJECT OFFICE

Unless the Contractor has an office in the Carson City/Reno/Sparks area, the Contractor shall maintain a suitable office on the Project site. The Contractor shall maintain at the Project site copies of the Contract Documents, record drawings, Project schedule, submittals, permits, Material Safety Data Sheets, approved Traffic Control Plans, and other relevant documents which shall be accessible to the Construction Manager and other City representatives during normal working hours. Said site office shall be the headquarters of the Contractor's representative authorized to receive Drawings, instructions, or other communications or articles from the City or its agents unless the Contractor notifies the City otherwise per GC 2.6.1, Office.

#### GC 7.7 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When required by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces and covered.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced if necessary to protect the public or the material.

Locations and arrangements for storage sites for materials and equipment outside the limits of work, shall be selected and maintained by the Contractor at the Contractor's expense. Prior to occupying a storage site on private property, the Contractor shall submit a letter or agreement signed by the private property owner that authorizes the Contractor to occupy the private property. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted upon the approval of the Construction Manager.

#### GC 7.8 HAZARDOUS MATERIALS

The storage and handling of potential pollution-causing and hazardous materials, including but not necessarily limited to: gasoline, oil, and paint shall be in accordance with all local, state, and federal requirements. All hazardous materials shall be stored and handled in accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets shall be submitted to the Construction Manager prior to the delivery of materials to the Project site. Copies of the Material Safety Data Sheets shall be maintained at the Project Site in a readily accessible location.

#### GC 7.9 SYSTEM TESTING

The Contractor shall test the facilities as specified in the Technical Specifications. The Contractor shall provide all other necessary facilities for conducting the tests including but not limited to: personnel, power, water, equipment, and chemicals. The Contractor shall provide a minimum of forty-eight (48) hours notice to the Construction Manager of its readiness and intent prior to each test.

#### GC 7.10 COORDINATION/COOPERATION WITH UTILITIES

Within the construction limits of this Project may be various utility systems including water, reclaimed water, sanitary sewers, storm drains, gas, telephone, cable television, and electric power. The approximate location of known main line utilities, as taken from existing records, is shown on the Drawings. The service connections to these facilities may not be shown on the Drawings, however, the Contractor shall field locate and protect all service connections from damage during the course of the Work. The full costs for locating and protecting such service connections shall be included in the various items of work and no additional compensation shall be allowed. Where underground main utility distribution lines are shown on the plans or marked in the field, the Contractor shall assume that every property parcel is served by service connections for each type of utility. The City and Engineer do not guarantee that all existing utilities and facilities are shown on the Drawings or that they are shown in their actual position. The Contractor shall consider it normal and expected that the elevation and alignment of said utilities may vary from that shown on the Drawings, and also that utilities may be encountered that are not shown on the Drawings. Also consider it normal and expected that utilities will prove to be an impediment to the operations and that use of other than the usual equipment and construction methods in accomplishing the necessary work over, around or under such utility installations may be necessary. Should a discrepancy be found on the Drawings, it shall not be construed to relieve the Contractor from his/her responsibility to protect any such utility or facility.

The City has notified all utility companies, all pipeline owners, or other parties known to be affected by the Project and has endeavored to have all necessary adjustments of their facilities and other appurtenances made as soon as possible to eliminate conflicts within or adjacent to the limits of construction. The Contractor shall be responsible to protect and/or support all utilities which do not have to be relocated, but which do affect the Work. Where the City has made arrangements with utility owners to relocate or adjust their facilities, the City's responsibility for such adjustments are shown on and called out at the specific locations on the plans.

Any delays to the Contractor's operations performing the current critical item(s) of work on the latest favorably reviewed Construction Schedules as a direct result of utility or other facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate Contractor's construction operations) will be considered excusable delays within the meaning of GC 3.12.2, Excusable Delays.

It shall be the Contractor's full responsibility to call Underground Service Alert (USA) at (1-800-227-2600) not less than two (2) working days, but not more than fourteen (14) calendar days, prior to performing any excavation, for location mark-out of any underground utilities and obtaining an inquiry identification number. Contractor must comply with all instructions received from USA.

Note: Per NRS 455.082, the approximate location of a subsurface installation marked in response to a notice to USA means a strip of land not more than twenty-four (24) inches on either side of the exterior surface of a subsurface installation.

If a private underground utility such as gas, electric, telephone or cable television facility must be located or adjusted for construction operations and its location differs by more than twenty-four (24) inches on either side of the exterior surface of the subsurface facility from that shown on the plans or marked in the field, the City shall

reimburse the Contractor, as extra work, for the difference between the costs incurred in finding the actual location of the facility and the costs of finding the reputed location of the facility.

Contractor shall pothole all indicated, shown, or marked utilities and points of connection to verify their exact location. The Contractor shall have the proposed Work laid out in the filed by a Nevada Licensed Professional Land Surveyor or the Surveyor's subordinates prior to commencing with the potholing. The Contractor shall then pothole prior to performing any other Work including saw cutting for the work. The Contractor shall obtain date (on a form provided by the Construction Manager) to include type, size, and dimensions, material, location and elevation of the underground utilities, referenced to the Surveyor's lay out stakes for each pothole. The Contractor shall provide to the Construction Manager, all data, and shall identify to the Construction Manager any facilities which conflict with the Work on the day the pothole is performed. Carson City will not be responsible for any damages, delays or standby time caused by the Contractor's failure to perform potholing prior to commencement of the Work, failure to provide the data or identify the conflicts when specified, or failure to locate services, laterals or points of connections.

Carson City will be responsible for repairs, damages and standby time caused the Contractor due to non-marking, mis-marking or mis-locating, as defined in NRS 455.082, of the City's main line water mains, reclaimed water mains, sanitary sewer main lines and storm drains. Compensation to the Contractor for such repairs, damages or standby time shall be calculated on the basis of GC 6.4.3, Force Account Payment. NOTE: This provision does not apply to service laterals/connections unless the Contractor can show he/she used diligence in trying to locate each service.

The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner. All valves, switches, manholes, vaults, and meters shall be maintained readily accessible for emergency shutoff or access. In case it should be necessary to move or temporarily maintain the property of any utility, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all time required and all expenses incidental to the removal or temporary maintenance of such property in a manner satisfactory to the owner thereof. The work necessary to the raising, lowering, or relocating of a utility may be done by the owner of the utility or by the Contractor, at the option of the utility owner. All work shall be in accordance with the utility owner's standards, and shall be at the Contractor's time and expense unless otherwise expressly provided for in the Special Conditions.

The Contractor shall repair or replace all utilities damaged or destroyed due to his/her operations, even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The Contractor shall resolve all crossing and clearance problems with the utility company concerned and the Construction Manager. The right is reserved to the State, County, City, and owners of private utilities and franchises to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

In cases where water or sewer mains, or service connections thereto, are accidentally broken or, with the prior approval of the Construction Manager, are intentionally cut by the Contractor, they shall be fully repaired to City specifications and returned to service within four (4) hours, or sooner if deemed necessary by the Construction Manager. The Contractor is to make these repairs a priority over other portions of the Work.

At all times allow the Fire Department access to fire hydrants. Do not place materials or other obstructions closer to a fire hydrant than permitted by ordinance, rules, or regulations or within fifteen (15) feet of the fire hydrant in the absence of such ordinances, rules, or regulations.

#### GC 7.11 CONTAMINATED GROUNDWATER and/or SOIL

Contaminated groundwater and/or soil may exist anywhere within the Project limits. If contaminated groundwater and/or soil are encountered during construction, the Contractor must act in accordance with all applicable Federal, State, and local laws and Nevada Administrative Code 445A.347, which requires the Nevada Department of Environmental Protection be notified within twenty-four (24) hours of the encounter at (775) 687-4670.

#### GC 7.12 DUST CONTROL

The Contractor is responsible for the control of dust originating from any and all of the Contractor's construction operations either within or outside of the Work Area at all times in accordance with Federal, State and local laws, at the Contractor's expense. In areas where fugitive dust is a nuisance, the Contractor shall, as often as necessary, wet down the area to prevent dusty conditions. This includes weekends and holidays. The Contractor shall contact NDEP to determine if a Ground Disturbance Permit is required.

#### GC 7.13 BY-PASS PUMPING OF SANITARY SEWER

The Contractor shall prepare and submit to the Construction Manager a plan for by-pass pumping of sanitary sewers which will provide for adequate size pumps and hoses to carry the flows from one manhole to another. Hoses must be rated for traffic if traffic is allowed on the roadway where the hose is placed. Provide a backup pump, replacement hose sections and a backup power source at the work site prior to commencing any by-pass pumping operations. Contractor must test the by-pass pumping system, including the backup pump, in the presence of the Construction Manager or his/her representative prior to effecting the flow in the existing sanitary sewer to be diverted. Contractor must identify and have available during pumping operations a person capable and qualified to make emergency repairs in case of a failure of any part of the by-pass pumping operation. The Contractor shall ensure that no spillage of raw sewage will occur on or in the ground. The by-pass pumping plan shall also address how an accidental spill of raw sewage would be contained and mitigated.

#### **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.

## **WARRANTY FORM**

Warranty For					
(Projec	t/Component)				
	(Location)				
	that we have constructed for a period of ial Completion of the Work set by Carson City.				
The following items are excluded from the provisions of this warranty:					
or improper operation, if any pipe or appurtenances sho occurs, or should any portion of the Work fail to fulfill an	If fail due to any reason other than improper maintenance uld develop leakage, or if any settlement of fill or backfill y of the requirements of the Contract Documents, we will, efects, commence to repair or replace the same together d in so doing.				
	rs or replacements to be made before we can be notified on City, to proceed to have the defect repaired and made				
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.					
Contra	ctor:				
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**

These Special Conditions amend or supplement the Standard Terms and Conditions and General Conditions of the Contract and add other Special Conditions to the contract document as indicated below, and amend or supplement the Technical Specifications. All provisions of the Contract which are not so amended or supplemented remain in full force and effect.

#### SC.1 SCOPE OF WORK

The Wastewater Reclamation Plant Sodium Hypochlorite Tank Replacement project consists of removing and replacing two existing sodium hypochlorite tanks as well as replacing all plumbing and constructing a containment basin around the new tanks. The project also consists of installing two new emergency eyewash/shower stations, upgrading the buildings electrical and controls, and installing a new sodium hypochlorite line to the RAS.

#### SC.2 AMENDMENTS TO CONTRACT AWARD

#### **CA. 1 Notice to Contractors**

Add the following:

The CONTRACTOR shall complete a Wage Comparison Worksheet (see SRF Requirements Section) and submit it along with the Agreement, Bonds and Insurance after the Notice of Award is issued.

#### **CA. 9 Notice to Proceed**

Replace entire paragraph with the following:

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

#### **CA. 10 Time: Completion of Project**

A. Time

Change "calendar days" to "working days"

B. Liquidated Damages

Change "calendar days" to "working days"

#### SC.3 AMENDMENTS TO GENERAL CONDITIONS

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

#### **SECTION 1.0 INTENT, DEFINITIONS, ABBREVIATIONS**

#### GC 1.3 Governing Order of Bidding and Contract Documents

Add the following to the end of the ninth order of precedence (standard specifications):

Revision No. 6 dated 2-29-2012.

#### **GC 1.5 Definitions**

Revise "Contract Time" as follows:

Replace "calendar days" with "working days".

Revise "Standard Specifications" to add the following revision date:

Revision No. 6 dates 2-29-2012.

Revise "Working Day" to add the following revision date:

Replace the entire paragraph with the following:

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 Friday, 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 working days.

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

#### GC 2.6.9 Permits

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

#### GC 2.6.9 Contractor's Responsibility for the Work and Materials

Add the following:

The Contractor shall be responsible for marking in the field upon receipt of a USA Call Before You Dig request from the City, the location of the underground facilities installed by the Contractor, until such time as the City accepts in writing, the responsibility for marking the facilities installed by the Contractor. The City shall not be responsible for any damage to the facilities due to Contractor's failure to properly mark the facilities.

#### GC 2.6.11.A Certified Payrolls - If Prevailing Wage Rates Are Required

Add the following

Both State and Federal Prevailing wage rate requirements are required for this project. The CONTRACTOR shall prepare and submit Certified Payroll Reports weekly and provide all information as requested by the Owner. The CONTRACTOR may utilize Form WH-347 (See SRF Requirements Section for forms and guidance) or a similar form that at a minimum contains the same information.

#### SECTION 3.0 PROGRESS OF WORK, MEETINGS, SCHEDULES

#### GC 3.5 Time of Completion

Add the following:

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the City, shall commence the Work to be performed under the Contract on the date set by the City in the written Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work by and within **48 working days**.

#### **GC 3.11 Construction Schedules**

A Type "A" Construction Schedule is required for this project.

#### GC 3.11.1 Construction Schedule (A)

A. General

Replace entire paragraph with the following:

The schedule shall be submitted as a part of the contract documents before the Pre-construction meeting and must be favorably reviewed by the Construction Manager and the City before the Notice to Proceed is issued. NOTE: The Construction Schedule must include and account for the total contract time specified in the Contract Documents.

#### GC 3.12.4 Weather Delays

Add the following:

In order to be granted a time extension for a weather delay, the Contractor must show critical path activities on the project schedule.

#### GC 3.13, Liquidated Damages

Revise the first paragraph as follows:

Replace every instance of the word "calendar" with "working".

Add the following:

In case of failure on the part of the Contractor to complete the Work within the limits in subsection 3.5, time of Completion, above, or within such additional time(s) as may be granted by formal action of the City, or the Contractor fails to prosecute the Work or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the Contract or any extensions thereof, the Contractor shall pay to the City, as liquidated damages, the sum of \$1000 for each working day of delay until such reasonable time as may be required for final completion of the Work, together with any increased costs incurred by the City in completing the Work.

Time stated for completion shall not include the final cleanup and demobilization or work items not critical to the safe function of the project except as otherwise provided in the Special Conditions.

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

#### SECTION 4.0 SHOP DRAWINGS AND QUALITY CONTROL/INSPECTIONS

Add the following Subsection:

#### **GC 4.6 Required Submittals**

The following items, (included but not limited to) are required submittals:

#### General

Construction Schedule
Schedule of Values
Permits
Federal and State Labor Reporting Requirements
Material Certificate Compliance

Disposal Plan, Permits and Permissions Certified Payroll Reports, Weekly Record Drawings Warranties Buy America Certifications

Access Control Readers and Equipment

#### **Materials**

Concrete Mix Design and Rebar **Expansion Joint Material** Aggregate Base Material Asphalt Concrete Mix Design **Backfill Material** Fiberglass Grating Vinyl Ester Coating Link-type Seals Pipe, Fittings, and Valves Tanks, ladders, level gauges **Pumps Pull Boxes Emergency Eyewash and Showers** Door Hardware Electrical conduit, Wire, and Boxes Network Cabinet, Displays Floats, Level Monitors, Flow Monitors, and other monitoring equipment

#### **SECTION 5.0 PAYMENT**

#### GC 5.1 General

Add the following:

Prior to the City processing the pay estimate, the Contractor shall submit to the City a copy of its CONTRACTOR'S MONTHLY REPORT OF PAYMENT TO SUBCONTRACTORS for all payments made to subcontractors within the pay estimate period. Please see attached SRF Requirements Section.

#### **GC 5.5 Partial Payments**

Add the following paragraph following the 1<sup>st</sup> paragraph:

A Schedule of Values shall be submitted to the Construction Manager for approval, for all bid items for which the Contractor intends to submit a payment request when the Work included in that bid item is less than 100% complete. The Schedule of Values shall detail the costs for all the items included in the Description of Bid Items and Basis for Payment for the respective bid item. Incomplete or incorrect weekly payroll reports will cause pay requests to be returned.

#### GC 5.5.1 Partial Payments - Inclusion of Materials on Hand

Add the following:

The following materials are eligible for partial payments: NaClO Tanks

#### SECTION 7.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### **GC 7.3.5 Working Hours**

The Normal Working Hours for the project will be from (7:00) AM to (5:30) PM, Monday thru Thursday.

#### **GC 7.3.7 Construction Cleaning**

Add the following to the end of the paragraph:

The contractor shall be responsible for maintaining the integrity of all transportation surfaces, both asphalt and dirt, access roads, bike lanes, sidewalks, pathways, gates, etc. Dust, dirt, mud, gravel, etc. carried onto the transportation surface shall be cleaned off on a regular basis (at least once a day or as requested by City personnel). Failure to comply may result in the City having the area cleaned and the cost for the clean-up billed to the contractor.

#### GC 7.3.8 Disposal of Material

Add the following to the end of the 1<sup>st</sup> paragraph:

When disposing of construction waste material outside the City limits, the Contractor shall contact the appropriate local government departments concerning such codes and permits.

#### **GC 7.5 Project Signs**

The Contractor shall provide, install and maintain for the duration of the project one (1) project sign. The sign 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 shall conform to the requirements shown in the "SRF Requirements Section." Payment for the project sign shall be included in Mobilization, Demobilization and Cleanup (BP.1).

#### **SC.4.0 NOTIFICATIONS**

#### SC. 4.1 Fire Department and Sheriff

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 (approved by CM) 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).

#### SC.5.0 American Iron and Steel Requirements

Iron and Steel products to be permanently incorporated into the work of this federally funded project are subject to the requirements set forth in section 436 of P.L 113-76, Consolidated Appropriations Act, 2014.

Products made primarily of iron and steel shall be produced in the United States (US, unless the participant has requested and obtained a waiver from the Environmental Protection Agency. Products made primarily of iron and steel must be made of greater than 50% iron or steel, measured by material cost. Produced in the US means all manufacturing processes, including application of coatings, must take place in the US, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes include melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes a foreign source material. Iron and steel products include: lined of unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.

To ensure compliance with the AIS requirement, each handler (supplier, fabricator, manufacturer, processor, etc.) shall provide a Certificate of Compliance that certifies that their step in the process was domestically performed. This step process shall include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not it headquarters), a description of the product or item being delivered and a signature by the manufacturer's responsible party. Alternatively, the

final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US.

A memorandum titled "Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014" dated March 20, 2014 is included for reference in the SRF Requirements Section.

#### SC.6 SPECIAL PROVISIONS

#### SC.6.1 Construction Coordination with Waste Water Reclamation Operations

The Contractor shall coordinate with the Construction Manager in order to upgrade the existing facility while still allowing maintenance crews use of the existing bays as often as possible.

The owner will occupy the adjacent areas in the same premises during the entire period of construction twenty-four hours a day for the conduct of his normal operation. The Contractor must coordinate his work with the Owner so that minimum interference occurs and shall give 72 hours advance notice to the Owner with regard to temporarily relocating equipment and of necessary interruptions in utility services. Due to limiting conditions of Owner occupancy, in some cases the Owner may not allow full utility shut down. All coordination and notice of shut down shall be directed to the Construction Manager.

At all times during construction for which the Owner is also occupying any portion of the premises, the Contractor must provide and maintain a safe means of ingress and egress for the Owner, his employees, tenants, and all visitors to the occupied portions of the site.

#### SC.6.2 Description of Bid Items and Basis for Payment

#### SC.6.2.1 General

Payment for the various items of the Proposal Summary shall be as further specified herein.

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

All Work under this Contract shall conform to the requirements of the 2012 edition of the "Standard Specifications for Public Works Construction" (SSPWC), except as modified by these Special Conditions or Technical Specification.

#### SC.6.2.2 Mobilization, Demobilization and Clean-up

- A. Work under this bid item shall consist of mobilization, demobilization, clean-up, permit coordination, and any preparatory Work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site before beginning construction. Work under this item shall also include any other item of Work for which other bid items have not been established in this bid schedule.
- B. Measurement of this item will be per Lump Sum.

Payment Schedule for partial payments for Mobilization/demobilization and cleanup for all Schedules shall be as follows:

When the monthly partial payment estimate of the amount earned for the respective Schedule, not including these items, is 15% or more of the original Schedule contract amount, then 30% of this item will be included for payment in that, one monthly partial payment estimate.

When the monthly partial payment estimate of the amount earned for the respective Schedule, not including these items, is 50% or more of the original Schedule contract amount, then an additional 30% of this item will be included for payment in that, one monthly partial payment estimate.

When the monthly partial payment estimate of the amount earned for the respective Schedule, not including these items, is 75% or more of the original Schedule contract amount, then an additional 30% of this item will be included for payment in that, one monthly partial payment estimate.

The remaining 10% of these items shall be paid under the final payment provisions.

C. Payment for Mobilization/demobilization and Cleanup will be pro rata as stated above based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for preparatory Work, construction staking and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of the Contractor offices, buildings, and other facilities necessary for the Work, and any other incidentals necessary for doing all the Work involved in mobilizing for the Work. Payment for demobilization and cleanup shall constitute full compensation for record drawings, permit close out and removing all equipment, supplies, debris and offices from the project site.

#### SC 6.2.3 Demolition of Existing NaOCI System

- A. Work under this bid item shall consist of demolition of the existing infrastructure and equipment as shown on the plans. This item includes but is not limited to removal of existing tanks, plumbing, electrical, hardware, concrete pedestal and floor, drain line, equipment, fill station, NaOCI feed lines, and controls.
- B. Measurement of this item will be per Lump Sum.
- C. Payment for Demolition of Existing NaOCI System shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

#### **SC 6.2.4** Concrete Containment Basin

- A. Work under this bid item shall consist of constructing the Concrete Containment Basin as shown on the plans. This item includes but is not limited to construction on the concrete basin at the fill station, installation of the drain lines from the fill station and reconnection to the existing sump drain line.
- B. Measurement of this item will be per Lump Sum.
- C. Payment for constructing the Concrete Containment Basin shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

#### **SC 6.2.5** Sodium Hypochlorite Tanks

A. Work under this bid item shall consist of installing the Sodium Hypochlorite Tanks as shown on the plans. This item includes but is not limited to installation of all appurtenances

associated with the tank including ladders, connections, tank level gauges, tank level equipment, access hatch, and anchorage to the pedestal.

- B. Measurement of this item will be per Each.
- C. Payment for installing the Sodium Hypochlorite Tanks shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

#### **SC 6.2.6** Sodium Hypochlorite Plumbing, Electrical, and Controls

- A. Work under this bid item shall consist of installing the Sodium Hypochlorite Plumbing, Electrical, and Controls. This item includes but is not limited to installation of the fill station, all valves, supports, labeling, filters, and pumps, all electrical work. This item also includes alarms, flow switches and other controls upgrades as shown on the plans.
- B. Measurement of this item will be per Lump Sum.
- C. Payment for installing the Sodium Hypochlorite Plumbing shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

#### **SC 6.2.7** Site Infrastructure

- A. Work under this bid item shall consist of installing the Site Infrastructure. This item includes but it not limited to the installation of access/pull boxes and conduit for fiber and FEP NaOCI lines as shown on the site plan. This item excludes the FEP tubing and fiber which are paid under "Sodium Hypochlorite Plumbing, Electrical, and Controls."
- B. Measurement of this item will be per Lump Sum.
- C. Payment for the installation of Site Infrastructure shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

#### SC 6.2.8 Access and Egress Upgrades

- A. Work under this bid item shall consist of completing all Access and Egress Upgrades. This item includes but is not limited to replacing the door hardware and installing card readers.
- B. Measurement of this item will be per Lump Sum.
- C. Payment for the completing the Access and Egress Upgrades shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

#### **SC 6.2.9** Fire Sprinkler System

A. Work under this bid item shall consist of installing a Fire Sprinkler System in the NaOCI building. This item includes but is not limited to designing, submitting the design to the Carson City Building Department, and installing a corrosion resistant fire sprinkler system in the NaOCI building. The contractor shall provide and install the system within the building and stub out the

supply line 5' away from the building where a future connection to the water service will be performed by others.

- B. Measurement of this item will be per Lump Sum.
- C. Payment for the installing a Fire Sprinkler System shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

#### SC 6.2.10 Emergency Eyewash and Shower

- A. Work under this bid item shall consist of installing the Emergency Eyewash and Shower stations. This item includes but is not limited to supplying and installing two Eyewash and Shower stations including, an associated water heater, and all applicable plumbing and other appurtenances.
- B. Measurement of this item will be per Lump Sum.
- C. Payment for the installing the Emergency Eyewash and Shower stations shall be made at the Unit Price named in the bid response, which price shall constitute full compensation for all work, labor, materials and equipment necessary to complete the work as shown on the plans and described in the technical specifications.

# SC.7 CARSON CITY AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2012 (SSPWC):

Revision No. 1 Through Revision No. 6 - 2/29/2012

The Standard Specifications for Public Works Construction are hereby amended by adding, deleting or amending the following;

# SC.7.1 AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

**PART 1 GENERAL PROVISIONS** 

GENERAL PROVISIONS 100.00-1

100.01.15 ENGINEER. 100.00-4

#### Add the following sentences;

For Work performed under a Contract with Carson City, the Engineer shall be the Construction Manager.

For all other Work performed under a Carson City permit, the Engineer shall be the City Engineer.

#### Add the following subsection;

**100.01.36 APPROVED.** When referring to the approved Plans or approved Special Conditions, approved means as approved by the City Engineer.

#### 100.20 BASE LINE, BENCH MARKS AND REFERENCE POINTS

100.00-11

Delete the wording in it's entirety and substitute the following;

for reimbursing Carson City for any and all Work required to repair or replace damaged facilities or utilities. Sewer service laterals are owned, operated and maintained by the property owner, and are not marked as a utility by Carson City.

#### PART 3 CONSTRUCTION METHODS

#### 300.00 CLEARING AND GRUBBING

300.00-1

#### 300.04 PROTECTION OF UTILITIES AND UNDERGROUND FACILITIES.

#### Add the following sentence;

Any damages to Carson City facilities or utilities shall be immediately repaired by the Contractor at his own expense or by City personnel, as directed by the Engineer, and the Contractor shall be responsible for reimbursing Carson City for any and all Work required to repair or replace damaged facilities or utilities.

The Contractor shall retain a Nevada Licensed Professional Land Surveyor, and the Surveyor or his Subordinates shall stake out the horizontal and vertical positions of all the Work. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent Work and shall not take advantage of any errors found on the Plans.

#### 100.33 PROTECTION OF PERSON AND PROPERTY.

100.00-15

#### Add the following sentence;

Any damages to Carson City facilities or utilities shall be immediately repaired by the Contractor at his own expense or by City personnel, as directed by the Engineer, and the Contractor shall be responsible for reimbursing Carson City for any and all Work required to repair or replace damaged facilities or utilities.

#### 100.41 PUBLIC SERVICE EQUIPMENT.

100.00-17

#### Modify the 1<sup>st</sup> paragraph;

Add the words "unless otherwise shown on the approved Plans or specified in the approved Special Conditions" to the end of the 2<sup>nd</sup> sentence.

# Add the following sentences to the end of the 2<sup>nd</sup> paragraph;

Any damages to Carson City facilities or utilities shall be immediately repaired by the Contractor at his own expense or by City personnel, as directed by the Engineer, and the Contractor shall be responsible

#### END OF SPECIAL CONDITIONS

# **TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS INDEX

## SODIUM HYPOCHLORITE TANK REPLACEMENT PROJECT

N	1	140	Fnvi	ironm	ental	<b>Protection</b>	
v		ITU			CIILAI	IIOLEGIIOII	

01660 System Testing, Adjusting, and Balancing

09973 Coatings

11000 Peristaltic Pumps

11050 Snyder Storage Tanks

11345 Hypochlorite System

13206 Fiberglass Grating

15052 Basic Piping Materials and Methods

15062 Preformed Channel Pipe Support

**15141 Pipe Support Systems** 

**15190 Mechanical Identification** 

15430 Emergency Eyewash and Shower

260519 Low-Voltage Electrical Power Conductors and Cables

260523 Control-Voltage Electrical Power Cables

260526 Grounding and Bonding for Electrical Systems

260529 Hangers and Supports for Electrical Systems

260543 Underground Ducts and Raceways for Electrical Systems

260544 Sleeves and Seals for Electrical Raceways and Cabling

260533 Identification for Electrical Systems

# CARSON CITY PURCHASING AND CONTRACTS TECHNICAL SPECIFICATIONS

#### SECTION 11000 PERISTALTIC PUMPS

#### 1. GENERAL

- 1.1. SUMMARY
  - 1.1.1. Section Includes: Peristaltic Pumps
- 1.2. REFERENCES
  - 1.2.1. None
- 1.3. SYSTEM DESCRIPTION
  - 1.3.1. System Requirements:
    - 1.3.1.1. Pumps shall be positive displacement peristaltic type complete with spring-loaded pumphead, self-contained variable speed drive, and flexible extruded tube as specified.
    - 1.3.1.2. Peristaltic pumping action is created by the compression of the flexible tube between the pump head rollers and track, induced forward fluid displacement within the tube by the rotation of the pump rotor, and subsequent vacuum-creating restitution of the tube.
    - 1.3.1.3. Pumps shall be dry self-priming, capable of being run dry without damaging effects to pump or tube, and shall have a maximum suction lift capability of up to 30' vertical water column. Maximum pressure rating: 100 psi.
    - 1.3.1.4. Pump shall not require the use of check valves or diaphragms and shall not require dynamic seals in contact with the pumped fluid. Process fluid shall be contained within pump tubing and shall not directly contact any rotary or metallic components.
    - 1.3.1.5. Flow shall be in the direction of the rotor rotation, which can be reversed and shall be proportional to rotor speed.

#### 1.4. SUBMITTALS

- 1.4.1. Submit the following
  - 1.4.1.1. Certified shop drawings.
  - 1.4.1.2. Characteristic performance curve showing flow rate as a function of RPM and pressure.

- 1.4.1.3. Dimensional drawings.
- 1.4.1.4. Operating, maintenance, programming, and wiring instructions

#### 1.5. DELIVERY, STORAGE, AND HANDLING

# 1.5.1. Shipping

- 1.5.1.1. Ship pump and drive assembled complete. Ship tubing separately for field installation and process line connection by contractor.
- 1.5.1.2. Pack all additional spare parts in containers bearing labels clearly designating contents and pieces of equipment for which intended.
- 1.5.1.3. Deliver spare parts at the same time as pertaining equipment. Deliver to Owner after completion of work.

### 1.5.2. Receiving

- 1.5.2.1. Contractor to inspect and inventory items upon delivery to site.
- 1.5.2.2. Contractor to store and safeguard equipment, material, instructions, and spare parts in accordance with manufacturer's written instructions.

#### 2. PRODUCTS

#### 2.1. PERISTALTIC PUMPS

- 2.1.1. Manufacturers: The following or approved equal:
  - 2.1.1.1. Watson Marlow, Inc.

#### 2.2. Minimum Requirements:

- 2.2.1. Maximum two compressing rollers for two compressions per revolution.
- 2.2.2. Tube wall thickness of 2.4 mm Marprene tubing or approved equal.
- 2.2.3. Large diameter spring-loaded roller set for 2.4mm wall thickness tubing
- 2.2.4. Max base drive speed of 220 RPM for 2.4mm wall thickness tubing.
- 2.2.5. Track geometry of no less than 180 degrees and rotor geometry with roller 180 degrees apart.
- 2.2.6. For quality assurance, all pump elements must be manufactured by the pump manufacturer in accordance with their specifications. Elements not manufactured by the pump manufacturer will not be acceptable.

- 2.2.7. Pump housing shall be pressure cast aluminum with Alocrom pretreatment and exterior grade corrosion resistant polyester powder coat.
- 2.2.8. Pumps to be manufacturer's standard product. Manufacturer of tubing pumps must have at least 20 operating installations in domestic water or wastewater treatment plants located in the United States over a period of at least seven years pumping the same fluid as specified.
- 2.2.9. Drive and pumpheads shall be 24 hr continuous duty rated and have a five-year manufacturer's warranty from date of shipment.
- 2.2.10. Pumps must be manufactured under ISO 9001-2000.
- 2.2.11. Pumps shall meet all applicable CE and C ETL US standards per UL610101A
- 2.2.12. Pumps shall be 100 % integral in design with the pumphead, motor, controls, and pump case being manufactured by the pump manufacturer themselves. All controls, motors, and gear reduction shall be housed in a single chemically resistant pump case. Pumps that require separate base plates, external gear reducers and /or gear motors, and separate controls— even if mounted on a base plate and pre-wired to the motor- are not acceptable.

Pump	Watson Marlow 520 Dun/REL or approved equal
Fluid (Specific Gravity)	12% NaOCI (SG=1.26)
Tubing Material	Marprene II or approved equal
Max Capacity (GPH)	Up to 55.5
Max Pump RPM for Application	220
Tubing ID	9.6mm (520REL Element)
Displacement /Revolution	0.004
(Gallons)	
Min Flow Rate (GPH)	0.024
Max Flow Rate (GPH)	52.8
Max Discharge Pressure (PSI)	30
Power (VAC, Frequency, Phase)	115VAC, 60 Hz, 1 Phase

#### 2.3. PUMP CONSTRUCTION

#### 2.3.1. Pumphead

2.3.1.1. Pumphead shall consist of a fixed track, a hinged guard door, and spring-loaded roller rotor assembly. Pump tubing shall be in contact with the inside diameter of the track through an angle of 180 degrees.

At all times, one roller shall be fully engaged with the tubing providing complete compression and preventing back flow or siphoning. Tube occlusion and spring tension shall be factory set to accommodate 2.4mm wall thickness tubing and shall not require adjustment.

- 2.3.1.2. Pumphead guard shall be transparent for the purpose of viewing direction of rotation. When closed, the pumphead guard shall seal against the pump track for leak containment and controlled waste through the pumphead waste port in the event of a tube failure. For operator and environmental safety, pumps in which the direction of rotation cannot be visually verified and/or do not have a controlled waste port are not acceptable.
  - 2.3.1.2.1. Pumphead Assembly
    - 2.3.1.2.1.1. Pump Track Geometry must have a minimum 96.6mm swept diameter through a minimum track angle of 180 degrees
    - 2.3.1.2.1.2. Provide high corrosion/impact-resistant materials as specified
      - 2.3.1.2.1.2.1. Track Construction: polyphenylene sulfide (PPS)
      - 2.3.1.2.1.2.2. Guard Construction: hinged impact-resistant polycarbonate breakaway guard, tool un-lockable for operator safety.
      - 2.3.1.2.1.2.3. Rotor Construction: polyphenylene sulfide (PPS)
  - 2.3.1.2.2. Rotor Assembly
    - 2.3.1.2.2.1. Provide rotor assembly that ensures gradual tube occlusion and compensates for tube tolerance:
      - 2.3.1.2.2.1.1. Twin spring-loaded roller arms located 180 degrees apart, each fitted with stainless steel helical springs and compressing roller for occlusion of the tube twice per rotor revolution. Compressing Rollers: 316SS with low friction stainless steel bearings and PTFE seals, minimum diameter of 18mm
      - 2.3.1.2.2.1.2. Provide non-compressing guide rollers constructed of corrosion resistant Nylatron
    - 2.3.1.2.2.2. Clutch: Equip rotor with a central handgrip hub and manually activated clutch to disengage the rotor from the drive for manual rotor rotation during tube loading. Clutch

- shall automatically reengage rotor to gearbox upon one complete revolution.
- 2.3.1.2.2.3. Mounting: To prevent slip, the rotor assembly shall be axially secured to the dogged output shaft of the gearmotor via a slotted collet and central retaining screw.
- 2.3.1.2.2.4. Pumpheads requiring disassembly or special tools for tube changing are not acceptable.

#### 2.3.2. Tubing

- 2.3.2.1. Pump shall be supplied with a Load Sure tubing element with molded fittings, which shall be self-locating when fitted into the pump head. Tube element shall be in contact with the inside diameter of the track (housing) through an angle of 180 degrees and be held in place on the suction and discharge by the element fittings. The tubing shall be replaceable without the use of tools and with no disassembly of the pump head. To achieve maximum service life, pump heads with a track angle of less then 180 degrees and/or without tube elements are not acceptable.
- 2.3.2.2. Load Sure Element shall be constructed with either Marprene or Sta-Pure tubing with male PVDF Quick Release Connectors.
- 2.3.2.3. Supply One (1) tube element of the specified size per pump.
- 2.3.2.4. Supply Two (2) one-meter long flexible reinforced PVC hoses for connection of pump to suction and discharge process lines. Flexible hose shall have a PVDF female Quick Release fitting for connection to the Loadsure Element and male Quick Release fitting for connection to NPT adaptor with built in shut off valve for ease of maintenance and connection to process lines.
- 2.3.2.5. Supply Two (2) Quick Release to ½" NPT Adaptors.

#### 2.3.3. Drive

- 2.3.3.1. Rating: Continuous 24 hour operation, 40° C ambient.
- 2.3.3.2. Supply: 110-120V 50/60 Hz and 220-240V 50/60 Hz, 1-Phase field switch able. Supply nine-foot length mains power cord with standard 115V three-prong plug.
- 2.3.3.3. Max drive power consumption: 135VA.
- 2.3.3.4. Enclosure: NEMA 4X

- 2.3.3.5. Housing: Pressure cast aluminum with Alocrom pre-treatment and exterior grade corrosion resistant polyester powder coat. By nature of the environmental conditions, unpainted housings, including 316SS, are not acceptable.
- 2.3.3.6. Drive motor- brushless DC motor with integral gearbox and tachometer feedback.
  - 2.3.3.6.1. Speed Control Range of 2200:1 from 0.1 to 220 rpm +/- 0.1 rpm throughout the range.
  - 2.3.3.6.2. Closed loop microprocessor controlled drive with pulse width modulation at speeds above 35 rpm and synchronous mode with magnetic field rotation control below 35 rpm
  - 2.3.3.6.3. Circuitry complete with temperature and load compensation and protection.
- 2.3.3.7. Leak Detector: Pump manufacturer shall supply float-type leak sensor mounted to the drain port of the pump head for leak detection and pump shut down in the event of a tubing failure
- 2.3.3.8. Mounting: Drive shall be self-supporting and shall not require anchoring.
- 2.3.3.9. Material of Construction: Polypropylene
- 2.3.3.10. Mounting Hardware & Installation to be supplied by the Contractor
- 2.3.4. Manual Interface & Control
  - 2.3.4.1. Pumps must meet the following minimum requirements for operator interface functionality. Pumps not meeting this minimum functionality will not be accepted.
    - 2.3.4.1.1. Backlit graphical LCD capable of up to four lines of text with up to 16 characters per line to display pump speed, running status, flow rate, and programming instructions
    - 2.3.4.1.2. Keypad for start, stop, speed increment, speed decrement, forward/reverse direction, rapid prime, and programming.
    - 2.3.4.1.3. Menu driven on screen programming of manual control, flow, and general programming.
    - 2.3.4.1.4. Programmable "Auto Restart" feature to resume pump status in the event of power outage interruption.

- 2.3.4.1.5. Programmable "Keypad Lock" to allow operator lockout of all keys except emergency start/stop.
- 2.3.4.1.6. Programmable "Maximum Speed" to allow operator to set the maximum speed of the pump within 0.1-220 rpm.
- 2.3.4.2. Supply auto control features to meet the following minimum functionality requirements. Pumps not meeting this minimum functionality will not be accepted.
- 2.3.5. Remote Control Inputs
  - 2.3.5.1. Speed Control:
    - 2.3.5.1.1. Primary Analog 4-20mA speed input, with input signal trim able and speed scaleable over any part of the drive speed range.
    - 2.3.5.1.2. Secondary Analog 4-20mA scaling input, with input signal trim able and programmable scaling factor.
    - 2.3.5.1.3. Provisions for alternative remote accessory potentiometer (if supplied by others)
  - 2.3.5.2. Start/Stop Control: via 5V TTL, 24V industrial logic, dry contact, or powered 110VAC contact as required per the process and instrumentation drawings- Configurable command sense allowing open to equal run or open to equal stopped.
  - 2.3.5.3. Forward/Reverse Control: via 5V TTL, 24V industrial logic, dry contact, or powered 110VAC contact as required per the process and instrumentation drawings.
  - 2.3.5.4. Auto/Man Mode Control: via 5V TTL, 24V industrial logic, dry contact, or powered 110VAC contact as required per the process and instrumentation drawings.
  - 2.3.5.5. Leak Detector Run/Stop Control
- 2.3.6. Status Outputs
  - 2.3.6.1. Four relay contacts rated for 30 VDC with a maximum load of 30W, NO or NC or four relay contacts rated for 130VAC as required by the process and instrumentation drawings software configurable to indicate the following:
    - 2.3.6.1.1. Running/Stopped status
    - 2.3.6.1.2. Forward/Reverse status

- 2.3.6.1.3. Auto/Manual status
- 2.3.6.1.4. General Alarm status
- 2.3.6.1.5. Leak Detected status
- 2.3.6.2. Speed output -
  - 2.3.6.2.1. Analog 4-20mA
- 2.3.6.3. Termination: supply screw down terminals suitable for up to 18 AWG field wire and accessible through four glanded cable entry points on the pump
- 2.3.7. Pumps must meet the following minimum requirements for operator interface functionality. Pumps not meeting this minimum functionality will not be accepted.
  - 2.3.7.1. Backlit graphical LCD capable of up to four lines of text with up to 16 characters per line to display pump speed, running status, flow rate, and programming instructions
  - 2.3.7.2. Keypad for start, stop, speed increment, speed decrement, forward/reverse direction, rapid prime, and programming.
  - 2.3.7.3. Menu driven on screen programming of manual control, flow, and general programming.
  - 2.3.7.4. Programmable "Auto Restart" feature to resume pump status in the event of power outage interruption.
  - 2.3.7.5. Programmable "Keypad Lock" to allow operator lockout of all keys except emergency start/stop.
  - 2.3.7.6. Programmable "Maximum Speed" to allow operator to set the maximum speed of the pump within 0.1-220 rpm.
- 2.3.8. Spares
  - 2.3.8.1. Supply four spare tube elements of the specified size per pump.
  - 2.3.8.2. Supply one spare pumphead assembly and rotor.

#### 3. EXECUTION

## 3.1. Installation (By Contractor)

3.1.1. Contractor shall install items in accordance with manufacturer's printed instructions and as indicated and specified.

3.1.2. Contractor to supply fittings for connection of pump to process.

**END OF SECTION** 

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

#### **SECTION 11050 STORAGE TANK**

#### 1. GENERAL

- 1.1. SUMMARY
  - 1.1.1. Permanently installed tanks for storage of NaOCI
- 1.2. REFERENCES
  - 1.2.1. ASTM (American Society for Testing and Materials) Standards:
    - 1.2.1.1. D618 Conditioning Plastics and Electrical Insulating Materials for Testing
    - 1.2.1.2. D638 Tensile Properties of Plastics
    - 1.2.1.3. D790 Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
    - 1.2.1.4. D883 Definitions of Terms Relating to Plastics
    - 1.2.1.5. D1505 Density of Plastics by the Density-Gradient Technique
    - 1.2.1.6. D1525 Test Method for Vicat Softening Temperature of Plastics
    - 1.2.1.7. D1693 Test Method for Environmental Stress-Cracking of Ethylene Plastics
    - 1.2.1.8. D1998 Standard Specification for Polyethylene Upright Storage Tanks
    - 1.2.1.9. D2765 Degree of Crosslinking in Crosslinked Ethylene Plastics as Determined by Solvent Extraction
    - 1.2.1.10. D2837 Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
    - 1.2.1.11. D3892 Practice for Packaging/Packing of Plastics
    - 1.2.1.12. F412 Definitions of Terms Relating to Plastic Piping Systems
  - 1.2.2. ARM (Association of Rotational Molders) Standards: Low Temperature Impact Resistance (Falling Dart Test Procedure)

- 1.2.3. ANSI Standards: B-16.5 Pipe Flanges and Flanged Fittings
- 1.2.4. OSHA Standards: 29 CFR 1910.106 Occupational Safety and Health Administration, Flammable and Combustible Liquids
- 1.2.5. IBC CODE: International Building Code 2012 Edition

#### 2. SYSTEM DESCRIPTION

- 2.1. Furnish and install two upright, cylindrical, flat bottom, single wall tanks molded in one-piece seamless construction.
- 2.2. Tank to be designed for above-ground, vertical installation and be capable of containing 12.5% NaOCI at atmospheric pressure.

#### 3. SUBMITTALS

- 3.1. Contractor shall submit for review sufficient literature, detailed specifications, and drawings to show dimensions, materials used, design features, internal construction, and weights for review of storage tanks and accessories.
- 3.2. Information to be included with submittals are specified below:
  - 3.2.1. Shop drawings for the tanks shall include as a minimum the following:
    - 3.2.1.1. Service Conditions: Chemical environment and temperature.
    - 3.2.1.2. Statement that fabrication shall be in accordance with ASTM D 1998.
    - 3.2.1.3. Sizing and description of the fittings and accessories for each tank that are to be supplied by the tank manufacturer.
    - 3.2.1.4. Layouts and assembly schedules for each tank identifying the location and elevation from the bottom of the tank for all inlet, outlet and other integrally molded connections and appurtenances supplied by the tank manufacturer.
  - 3.2.2. Resin A copy of the resin data sheet from the resin manufacturer for the tank is to be supplied and the tank manufacturer is to certify that it will be the resin used in the manufacture of the tank. Verification may be required if the resin is to be FDA or NSF 61 listed.

- 3.2.3. Wall thickness Prior to the manufacture of the tank the designed wall thickness audit is to be supplied based upon 600 psi hoop stress (ASTM D 1998) @ 100 degrees F.
- 3.2.4. Tank restraint drawings and calculations for the system are to be supplied. Note: Wet stamped or site specific drawings and calculations will be required.
- 3.3. Technical Manuals: The tank manufacturers Guideline for Use & Installation is to be submitted for review.
- 3.4. Manufacturer's warranty
  - 3.4.1. Manufacturer Qualifications: The manufacturer is to have rotationally molded tanks based upon ASTM D 1998 utilizing Type I and Type II resins for the last 10 years.
  - 3.4.2. Installation certificate: Once installed the installer is to certify that the tank system has been installed according to the tank manufacturer's Guidelines for Use & Installation.
  - 3.4.3. Factory Test Report: Upon completion of the tank the manufacturer's inspection report is to be supplied for each tank.
    - 3.4.3.1. Verification of wall thickness
    - 3.4.3.2. Impact test
    - 3.4.3.3. Hydrostatic test
    - 3.4.3.4. Verification of fitting placement
    - 3.4.3.5. Visual inspection
    - 3.4.3.6. Verification of materials

#### 4. QUALITY ASSURANCE

4.1. All instruments of similar type shall be furnished by a single manufacturer.

- 5. DELIVERY, STORAGE, AND HANDLING
  - 5.1. Installation

5.1.1. Transportation, handling, storage of the tanks, and installation shall be in accordance with the manufacturer's printed instructions.

#### 6. WARRANTY

6.1. The tank shall be warranted for three years in regards to defects in materials and workmanship. The warranty on fittings and accessories supplied by the tank manufacturer will be for one year. Warranties shall be made to the City.

#### 7. PRODUCTS

#### 7.1. EQUIPMENT

# 7.1.1. Tank Requirements:

7.1.1.1. 5,550 Gallon Storage Tank (120" Dia., 132" height) constructed of materials compatible with 12.5% NaOCI (SG of 1.9)

#### 7.1.2. Resin:

- 7.1.2.1. Tank to be constructed with Type II high density linear polyethylene (HDLPE) resin.
- 7.1.2.2. All polyethylene resin material shall contain a minimum of a U.V. 15 stabilizer as compounded by the resin manufacturer.
- 7.1.2.3. The minimum required wall thickness for the cylinder straight shell must be sufficient to support its own weight plus the contents in the tank in an upright position without any external support.
- 7.1.2.4. The top head must be integrally molded with the cylinder shell. The minimum thickness of the top head shall be equal to the top of the straight wall. The top head shall be designed to provide a minimum of 1300 square inches of flat area for fitting locations.
- 7.1.2.5. The tank shall have a minimum of 3 lifting lugs integrally molded into the top head. The lifting lugs shall be designed to allow erection of an empty tank.
- 7.1.2.6. The tank shall be designed to provide a minimum of 4 tie-down lugs integrally molded into the top head. The tie-down lugs shall be designed to allow retention in wind and seismic loading as required by the characteristics of the site.
- 7.1.2.7. The tanks shall be supplied by a manufacturer who has been regularly engaged in the design and manufacturing of rotationally

molded chemical storage tanks using cross-linked and high density linear polyethylene tanks for ten years.

#### 7.1.2.8. Dimensions and Tolerances

- 7.1.2.8.1. The tolerance for the outside diameter, including out of roundness, shall be per ASTM D1998
- 7.1.2.8.2. The tolerance for fitting placements shall be +/- 0.5 in. in elevation and 2 degrees radial at ambient temperature.
- 7.1.2.9. All tank fitting attachments shall be equipped with flexible couplers. Tank piping flexible couplers shall be designed to allow 4% design movement. Movements shall be considered to occur both outward in tank radius and downward in fitting elevation from the neutral tank fitting placement.
- 7.1.2.10. The flexible connection is to be designed with 150 pound flange connections to allow for attachment to the tank and the piping system. The flexible connection is to be attached as close as possible to the tank to reduce stress.

#### 7.1.3. Manufacturers:

- 7.1.3.1. Snyder Industries, or approved equal
- 7.1.4. Tank Fittings and Attachments
  - 7.1.4.1. Tank to be constructed with fittings made of PVC, gaskets made of Viton, and bolts made of titanium.

## 7.1.5. Bulkhead Fittings:

- 7.1.5.1. Bulkhead fittings shall be constructed of PVC. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50% durometer EPDM, 60-70% durometer Viton.
- 7.1.6. Bolted double flange fittings:
  - 7.1.6.1. Bolted double flange fittings shall be constructed with 2 ea. 150 lb. flanges, 2 ea. 150 lb. flange gaskets, and the correct number and size of all-thread bolts for the flange specified by the flange manufacturer. The flanges shall be constructed of PVC Type I, Grade I. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50 durometer

EPDM, 60-70 durometer Viton. There shall be a minimum of 4 ea. full thread bolts. The bolts diameter is to meet ASNI standards based upon the flange size. The bolts may have gasketed flanged metal heads or bolt heads encapsulated in Type II polyethylene material. The encapsulated bolt shall be designed to prevent metal exposure to the liquid in the tank and prevent bolt rotation during installation. The polyethylene encapsulation shall fully encapsulate the bolt head. The polyethylene shall be color coded to distinguish bolt material (white - 316 S.S., yellow - Hastelloy C276, green - Titanium). Each encapsulated bolt shall have a gasket to provide a sealing surface against the inner flange

- 7.1.6.2. Standard orientation of bolted double flange fittings shall have bolt holes straddling the principal centerline of the tank in accordance with ANSI/ASME B-16.5
- 7.1.7. Snyder Unitized Molded Outlet (SUMO) or approved equal
  - 7.1.7.1. The SUMO fitting shall be an integral part of the tank and provide complete drainage of liquid through the sidewall of a flat bottom container without the use of a special support structure or concrete pad.
  - 7.1.7.2. The tank attachment shall be constructed from a PVC schedule 80 male adapter. The fitting orifice shall not be less than schedule 80 interior pipe size per ANSI B36.10-1979. O-rings shall be constructed of 70 +/- 5 durometer Viton or approved equal. The inside diameter of the outlet is to be molded and is not to be drilled out to increase chemical flow.

#### 7.1.8. Vents

7.1.8.1. Each tank must be properly vented for the type of material and flow rates expected. Vents must comply with OSHA 1910.106 (f) (2) (iii) or other accepted standard. All tanks must be vented for atmospheric pressure as well as any pressure created by filling and emptying the tank. Venting equipment should be sized to limit pressure or vacuum in the tank to a maximum of 1/2" of water column (0.02 psi).

7.2. TANKS FITTINGS SCHEDULE	Quantity/Size
Inlet Nozzle	1-2" Flanged
Outlet Nozzle	1-2" Flanged
Drain	1-2" SUMO
Overflow	1-2" Flanged
Vent	1-3" Flanged
Site Level Gauge	2-3/4" Flanged

#### 7.2.1. Tank Accessories:

7.2.1.1. External Fill Pipes shall be prepared per the drawings and specifications. All external fill pipes shall be supported independent of the tank.

#### 7.2.1.2. Level Indication:

- 7.2.1.2.1. Site Level Gauge: The sight level gage shall be constructed of flexible PE tubing to allow for tank contraction and expansion due to loading and temperature changes. The level gage shall be connected to the tank with 2 Ea. appropriate 3/4" fittings. Each fitting shall have a valve installed for isolation purposes. Level Gauge shall have markings every tenth of a foot to indicate fluid level in tanks.
- 7.2.1.2.2. Level transducers shall be Siemens SITRANS Probe LU 7ML5221-2BA11 ½" NPT cable inlet, 20ft ETFE, 2" NPT Taper Process Connection, 4-20mA, HART. Contractor shall supply one handheld programmer.

# 7.2.1.3. Manway

7.2.1.3.1. Tank manway shall be an 18 in. non-vented threaded design. The lid shall be made of polyethylene (bolted sealed manway also available.)

## 7.2.1.4. Ladders

- 7.2.1.4.1. Ladders shall be constructed of FRP
- 7.2.1.4.2. All ladders shall be designed to meet applicable OSHA standards. Reference: OSHA 2206; fixed ladders.
- 7.2.1.4.3. Ladder must be mounted to the tank to allow for tank expansion and contraction due to temperature and loading changes. All top ladder mounts shall be connected to integrally molded in attachment lugs and allow for tank movements due to temperature and loading changes.

# 7.2.1.5. Tie Down Systems

- 7.2.1.5.1. The tie down system shall be designed to meet seismic requirements per IBC 2012 and ASCE 7-10 per project location. Anchor bolts shall be provided by the contractor per the calculations and the base plates for the system. A registered engineer's wet stamped calculations and drawings will be required.
- 7.2.1.5.2. The tie down system is to be 316 stainless steel.

#### 8. EXECUTION

## 8.1. EXAMINATION

# 8.1.1. Workmanship

- 8.1.1.1. The finished tank wall shall be free, as commercially practicable, of visual defects such as foreign inclusions, air bubbles, pinholes, pimples, crazing, cracking and delaminations that will impair the serviceability of the vessel. Fine bubbles are acceptable with Type II tanks to the degree in which they do not interfere with proper fusion of the resin melt.
- 8.1.1.2. All cut edges where openings are cut into the tanks shall be trimmed smooth.

#### 8.2. INSTALLATION

- 8.2.1. All tank fitting attachments shall be equipped with flexible couplers or other movement provisions provided by the tank customer. The tank will deflect based upon tank loading, chemical temperature and storage time duration. Tank piping flexible couplers shall be designed to allow 4 percent design movement. Movement shall be considered to occur both outward in tank radius and downward in fitting elevation from the neutral tank fitting placement.
- 8.2.2. The installer is to certify in writing that the tank system has been installed according to the tank manufacturer's Guidelines for Use & Installation.

**END OF SECTION** 

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

#### **SECTION 11345 HYPOCHLORITE SYSTEM**

#### 1. GENERAL

## 1.1. SUMMARY

- 1.1.1. This specification includes general design criteria for a chemical metering pumps and related components.
- 1.1.2. Furnish all labor, materials, equipment and incidentals required and install complete, ready for operation and field-test new Chemical Feed Pump and appurtenances, as shown on the Drawings and as specified herein. These Technical Specifications are intended to give a general description of what is required, but do not cover all details that will vary in accordance with the requirements of the equipment application. It is, however, intended to cover the furnishing, delivery, complete installation and field testing of all materials, equipment and all appurtenances required to complete the Work of this Section, whether specifically mentioned in these Specifications or not. It is the Bidder's responsibility to comply with all the aspects of these specifications. The Chemical Feed Pump and its components shall comply with all applicable safety and environmental regulations. This specification does not limit the responsibility of the Bidder, who is expected to supply high quality equipment.

# 1.2. References

- 1.2.1. ANSI/AWWA: Standards B300-04
- 1.2.2. National Electrical Manufacturers Association:
  - 1.2.2.1. NEMA 250 Enclosures for Electrical Equipment

#### 1.3. SUBMITTALS

- 1.3.1. The contractor shall provide the following submittals in accordance with Section 4.0 of the General Conditions
  - 1.3.1.1. Manufacturer's data including qualifications, materials of construction, and equipment weight.
  - 1.3.1.2. Shop drawings showing dimensions and cross-sectional views of all equipment and details for construction.
  - 1.3.1.3. Manufacturer's certification that the pumps and piping are fully in conformance with this specification.

## SECTION 11345 HYPOCHLORITE SYSTEM (7/21/2014)

#### 1.4. Closeout Submittals

- 1.4.1. Submit Operation and Maintenance Manuals in accordance with the General Conditions, Supplemental Conditions.
- 1.4.2. Operation and Maintenance Data:
  - 1.4.2.1. Submit maintenance instructions for equipment and accessories.
  - 1.4.2.2. Furnish list of equipment and tools needed to maintain equipment.

# 1.5. Quality Assurance

- 1.5.1. The equipment shall be designed, constructed and installed in accordance with best practices and methods and shall operate satisfactorily when installed.
- 1.5.2. The chemical metering pumps shall be a Watson Marlow 520 Dun/REL or approved equal.
- 1.5.3. The storage tanks shall consist of 2 each 5,500 gallon HDLPE tanks be Snyder Industries or approved equal.

# 1.6. System Requirements

- 1.6.1. Chemical metering pump shall be UL approved.
- 1.6.2. Complete chemical feed system shall be designed to dose sodium hypochlorite.
- 1.6.3. Pump shall include an off-gassing device attached to pump.
- 1.6.4. Foot/back pressure check valves shall be included at the injection point.
- 1.6.5. Discharge piping shall be of adequate strength and size.
- 1.6.6. Pump shall be located in proposed chemical building as indicated on plans.

# 1.7. Delivery, Storage, And Handling

1.7.1. Store products in areas protected from weather, moisture, or possible damage; do not store products directly on ground; handle products to prevent damage to interior or exterior surfaces.

#### 1.8. Extra Materials

1.8.1. Furnish one complete set of manufacturer's recommended spare parts for the pump.

#### 2. PRODUCTS

## 2.1. PUMP

- 2.1.1. The pump drive shall be totally enclosed with no exposed moving parts.
- 2.1.2. Electronics shall be housed in a chemical resistant enclosure.
- 2.1.3. Double ball check valves shall be provided on both suction and discharge to insure accurate repeatable metering.
- 2.1.4. Pump capacity must be adjustable through 100% of range.
- 2.1.5. Pump housing shall have a chemical resistant coating.
- 2.1.6. Output volume shall be adjustable while pump is in operation from zero to maximum.
- 2.1.7. Contractor shall provide all fitting, piping, tubing and manufacturer recommended appurtenances to install system complete.

#### 3. EXECUTION

#### 3.1. Installation

- 3.1.1. Install pumps and accessories where indicated on Drawings and in accordance with manufacturer's instructions.
- 3.1.2. Provide and connect piping, accessories, power and control conduit and wiring to make system operational, ready for startup.
- 3.1.3. Verify layout and orientation of pumps, accessories, and piping connections.
- 3.1.4. Flush piping with clean water before chemical addition.
- 3.1.5. Provide all required electrical and mechanical connections.

# 3.2. Field Quality Control

3.2.1. Start-up and Performance Testing:

## SECTION 11345 HYPOCHLORITE SYSTEM (7/21/2014)

- 3.2.1.1. Operate pump on clear water at design point, under supervision of Engineer or representative.
- 3.2.1.2. Verify pump performance by performing time/draw down test or time/fill test.
- 3.2.1.3. Adjust, repair, modify or replace system components that fail to perform as specified and rerun tests. Make final adjustments to equipment under direction of manufacturer's representative.
- 3.2.1.4. The manufacturer shall be responsible for demonstrating routine maintenance and emergency repair procedures to Owner's personnel minimum of 2 hours.

**END OF SECTION** 

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

# SECTION 13206 FIBERGLASS REINFORCED PLASTIC FABRICATIONS

#### 1. GENERAL

- 1.1. SUMMARY
  - 1.1.1. Section includes: Fiberglass reinforced plastic fabrications including:
    - 1.1.1.1. Grating
  - 1.1.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
  - 1.1.3. It is the CONTRACTOR's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing and of CONTRACTOR's Work.
- 1.2. REFERENCES
  - 1.2.1. None

# 2. PRODUCTS

- 2.1. GRATING
  - 2.1.1. Manufacturers: The following or equal:
    - 2.1.1.1. Grating Pacific, Inc., Tracy, CA, Chemgrate
  - 2.1.2. Materials:
    - 2.1.2.1. Core: Unidirectionally aligned glass fibers.
    - 2.1.2.2. Mat: Submit standard corrosion liner.
    - 2.1.2.3. Veil: Submit standard corrosion liner.
    - 2.1.2.4. Ultraviolet stabilizer: Added to the exterior surfaces in the type and amount recommended by the resin manufacturer.

# SECTION 13206 FIBERGLASS REINFORCED PLASTIC FABRICATIONS (7/15/2014)

- 2.1.3. Resin: Fire retarded premium vinyl ester, antimony trioxide or pentoxide added to meet Class I flame spread rating of ASTM E 84 and self-extinguishing requirements of ASTM D 635.
- 2.1.4. Manufacturer: One of the following or equal as recommended by the resin manufacturer for the specific operating environment:
  - 2.1.4.1. Dow Derkane 510C-350
  - 2.1.4.2. Ashland Hetron 992FR
  - 2.1.4.3. Interplasic VE 8400
  - 2.1.4.4. Reichhold Dion VER 9300FR
- 2.1.5. Color: Grey
- 2.1.6. Anti-slip coating: Permanently bonded grit of selected color.
- 2.1.7. Design criteria and chemical exposure:
  - 2.1.7.1. Deflection and concentrated load: Maximum 0.15 inches at span of 48 inches under concentrated load of 250 pounds.
  - 2.1.7.2. Deflection and uniform distributed load: Capable of carrying uniform distributed load of 100 pounds per square foot on simple span of 43 inches without deflecting more than 0.25 inches.
  - 2.1.7.3. Weight: Maximum 3.3 Pounds per square foot for 1 inch high grating with open area of minimum 50 percent.
- 2.1.8. Suitability: Use grating suitable for use in environments containing 12.5% NaOCI.
- 2.1.9. Components:
  - 2.1.9.1. Bearing Bars: I-bars, 1 inch high, I-bars spaced at 1-3/16 inches on center.
  - 2.1.9.2. Cross bars: 3/8-inch diameter spaced at 6 inches on center.

# SECTION 13206 FIBERGLASS REINFORCED PLASTIC FABRICATIONS (7/15/2014)

- 2.1.9.3. Hold downs, connectors, and accessories: As recommended by grating manufacturer.
- 2.1.10. Fabrication:
  - 2.1.10.1. Produce grating bearing and cross bars by pultrusion process. Do not use hand lay-up construction methods.
  - 2.1.10.2. Coat ends of grating with resin.
  - 2.1.10.3. Fabricate single sections for each span. Do not clamp 2 or more grating sections together within spans.
- 2.1.11. Cutouts:
  - 2.1.11.1. No cutouts required.

# 3. EXECUTION

3.1. Install products where indicated on the Drawings in accordance with manufacturer's printed instructions.

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

## **SECTION 15052 BASIC PIPING MATERIALS AND METHODS**

#### 1. GENERAL

- 1.1. SUMMARY
  - 1.1.1. Section Includes: Basic piping materials and methods.

## 1.2. REFERENCES

- 1.2.1. Carson City Adopted Codes:
- 1.2.2.2012 International Building Code (IBC)
- 1.2.3.2012 Uniform Plumbing Code (UPC)

#### 1.3. DEFINITIONS

- 1.3.1. Aboveground Piping: Piping within buildings, tunnels, or other structures without regard to elevation of piping, or exposed piping outside buildings and structures.
- 1.3.2. Underground Piping: Piping actually buried in soil or cast in concrete.

## 1.4. INTENT OF DRAWINGS AND SPECIFICATIONS

- 1.4.1. Except in details, piping is indicated diagrammatically. Sizes and locations are indicated on the Drawings. Not every offset and fitting, or structural difficulty that may be encountered has been indicated on the Drawings.
- 1.4.2. Perform minor modifications to piping alignment where necessary to avoid structural, mechanical, electrical or other type of obstructions that cannot be removed or changed.
  - 1.4.2.1. Modifications are intended to be of minor scope, not involving a change to the design concept or a change to the Contract Price or Schedule.

#### 1.5. SYSTEM DESCRIPTION

- 1.5.1. Performance Requirements:
  - 1.5.1.1. Venting Piping Under Pressure:

SECTION 15052 BASIC PIPING MATERIALS AND METHODS (7/15/2014)

- 1.5.1.1.1. Lay piping under pressure flat or at a continuous slope without air traps, unless otherwise indicated on the Drawings.
- 1.5.1.1.2. Install plug valves as air bleeder cocks at high points in piping. Provide one-inch plug valves for water lines, and 2-inch plug valves for sewage and sludge lines, unless otherwise indicated on the Drawings.
- 1.5.1.1.3. Provide additional pipe taps with plug cocks and riser pipes along piping as required for venting during initial filling, disinfecting, and sampling.
- 1.5.1.2. Restraining Piping:
  - 1.5.1.2.1. Restrain piping at valves and at fittings where piping changes direction, changes sizes, and at ends.
    - 1.5.1.2.1.1. When piping is underground, use concrete thrust block or mechanical restraints.
    - 1.5.1.2.1.2. When piping is aboveground or under water, use mechanical or structural restraints.
    - 1.5.1.2.1.3. Determine thrust forces by multiplying the nominal cross sectional area of the piping by design test pressure of the piping.
  - 1.5.1.2.2. Provide restraints with ample size to withstand thrust forces resulting from test pressures.
    - 1.5.1.2.2.1. During testing, provide suitable temporary restraints where piping does not require permanent restraints.
- 1.5.1.3. Connections to In-service Piping:
  - 1.5.1.3.1. Where operation and maintenance of existing facilities require that a shutdown be made during hours other than normal working hours, perform the related work in coordination with the hours of actual shutdown.
- 1.5.1.4. Connections Between Ferrous and Nonferrous Metals:
  - 1.5.1.4.1. Connect ferrous and nonferrous metal piping, tubing, and fittings with dielectric couplings especially designed for the prevention of chemical reactions between dissimilar metals.

- 1.5.1.4.2. Nonferrous metals include aluminum, copper, and copper alloys.
- 1.5.1.5. Flanged Connections Between Dissimilar Metals Such as Ductile Iron Pipe and Steel Pipe:
  - 1.5.1.5.1. Provide stainless steel bolts with isolation bushings and washers, and full-face flange gaskets.

#### 2. PRODUCTS

## 2.1. LINK TYPE SEALS

- 2.1.1. Manufacturers One of the following or approved equal:
  - 2.1.1.1. Calpico, Incorporated.
  - 2.1.1.2. Thunderline Corporation, Link Seal.

#### 2.1.2. Characteristics

- 2.1.2.1. Modular mechanical type, consisting of interlocking neoprene or synthetic rubber links shaped to continuously fill the annular space between the pipe and wall opening.
- 2.1.2.2. Assemble links solely with stainless steel bolts and nuts to form a continuous rubber belt around the pipe.
- 2.1.2.3. Provide a stainless steel or glass reinforced nylon pressure plate under each bolt head and nut. Isolate pressure plate from contact with wall sleeve

#### 2.2. GASKETS

- 2.2.1. Gaskets for Flanged Joints in Polyvinyl Chloride and Polyethylene Piping:
  - 2.2.1.1. Suitable for pressures equal and less than 150 pounds per square inch gauge, with low flange bolt loadings, temperatures equal and less than 120 degrees Fahrenheit, polymer, chlorine, caustic solutions, and other chemicals, except chemicals which liberate free fluorine including fluorochemicals and gaseous fluorine.
  - 2.2.1.2. Material: Viton Rubber; 0.125-inch thick.
  - 2.2.1.3. Manufacturers: One of the following or equal:

- 2.2.1.3.1. Garlock.
- 2.2.1.3.2. John Crane, similar product.

#### 3. INSTALLATION

## 3.1. GENERAL

- 3.1.1. Piping Drawings:
  - 3.1.1.1. Except in details, piping is indicated diagrammatically. Not every offset and fitting, or structural difficulty that may be encountered has been indicated on the Drawings. Sizes and locations are indicated on the Drawings.
  - 3.1.1.2. Perform minor modifications to piping alignment where necessary to avoid structural, mechanical, or other type of obstructions that cannot be removed or changed. Modifications are intended to be of minor scope, not involving a change to the design concept or a change to the Contract Price or Contract Times.

# 3.1.2. Piping Alternatives:

- 3.1.2.1. Provide piping as specified in this Section, unless indicated on the Drawings or specified otherwise.
- 3.1.2.2. Alternative Pipe Ratings: Piping with greater pressure rating than specified may be substituted in lieu of specified piping without changes to the Contract Price. Piping of different material may not be substituted in lieu of specified piping.
- 3.1.2.3. Valves in Piping Sections: Capable of withstanding specified test pressures for piping sections and fabricated with ends to fit piping.
- 3.1.2.4. Alternative Joint Types: Ductile iron piping with mechanical joints or push-on joints may be substituted in lieu of bell and spigot joints.
- 3.1.2.5. For flanged joints, where one of the joining flanges is raised face type, provide a matching raised face type flange for the other joining flange.
- 3.1.3. Reducing fittings shall be used where changes in size occur in piping. The use of bushings will not be permitted unless called for on the contract drawings or approved prior to the placement of the pipe order by the Engineer.

- 3.1.4. Before installation, uncoated steel pipe shall be placed on an end and hammered to remove scale. Before assembly, all dirt and chips shall be removed from inside the pipe and fittings and from the threads. After being cut to final lengths, the ends of steel pipe and copper tubing shall be reamed to remove burrs.
- 3.1.5. Threads of all screwed joints shall be clean-cut and of long taper. Screwed joints shall be made up with an approved pipe joint compound applied to the male threads only. Joints which are required to be backed off shall be entirely disjointed, the threads of both the pipe and fittings wiped clean, new joint compound applied and the connection reassembled.
- 3.1.6. All pipe connected to recessed drainage fittings shall be screwed against the shoulder of the fittings. Isolation valves shall be provided in all branches, sub-branches and equipment of fixture connections, whether or not indicated on the drawings. Fixture stops shall be finished like the pipe they serve. No close nipples will be allowed.
- 3.1.7. Solder joints for copper tubing shall be prepared by cleaning the ends of the tubing and the inner surfaces of the fittings with steel wool until they are bright. The cleaned surfaces shall be given a thin coating of approved soldering flux, and the tubing end inserted into the fitting as far as possible. Heating and finishing of the joint shall be done in accordance with the recommendations of the manufacturer of the fittings, using solid or wire solder composed of 50 percent tin and 50 percent lead inside, and 95 percent tin and 5 percent antimony underground. The use of the cored solder will not be permitted.
- 3.1.8. Flared joints for copper tubing shall be cut and burred after which the sleeve nut shall be slipped on the tubing and the end flared with a flaring tool. Care shall be taken in flaring not to crack or split the flared portion, but if inspection reveals such damage, the flare shall be cut off and a new flare made. The flared end shall be squarely seated on the fitting and the nut tightened.
- 3.1.9. Dielectric Bushings or Unions: Where ferrous pipes join nonferrous pipes carrying liquid, dielectric bushings or unions shall be used.
- 3.1.10. A sufficient number of unions shall be used to allow for the dismantling of all water pipe, valves, and equipment. Unions shall be 250 WSP and shall be made of brass or bronze for joining nonferrous pipe and malleable iron or steel with brass or bronze seats for joining ferrous pipe. In vent piping, Tucker connections shall be used instead of unions.

3.1.11. Temporary Plugs: At all times when pipe laying is not actually in progress, the open ends of pipe shall be closed by temporary watertight plugs or by other approved means. If water is in the trench when work is resumed, the plug shall not be removed until all danger of water entering the pipe has passed.

# 3.2. Soil Pipe Connections

- 3.2.1. All soil and waste pipes shall be carried out full size through roof or connected to a common vent above the fixtures.
- 3.2.2. Soil pipe joints shall be extra heavy compression gasketed joints. Joints made with extra heavy compression gaskets shall conform to "Tentative Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings", ASTM Designation: C 564.
- 3.2.3. Joints between soil pipe and steel pipe or ductile iron pipe shall be made with transition couplings specifically manufactured for this purpose.

#### 3.3. Wall and Slab Penetrations

- 3.3.1. Provide sleeves for piping penetrations through above ground masonry and concrete walls, floors, ceilings, roofs, unless specified or otherwise indicated on the Drawings.
- 3.3.2. For piping 1 inch in nominal diameter and larger, provide sleeves with minimum inside diameters of 1 inch plus outside diameter of piping. For piping smaller than 1 inch in nominal diameter, provide sleeve of minimum twice the outside diameter of piping.
  - 3.3.2.1. Arrange sleeves and adjacent joints so piping can be pulled out of sleeves and replaced without disturbing the structure.
  - 3.3.2.2. Cut ends of sleeves flush with surfaces of concrete, masonry, or plaster.
  - 3.3.2.3. Conceal ends of sleeves with escutcheons where piping runs through floors, walls, or ceilings of finished spaces within buildings.
  - 3.3.2.4. Seal spaces between pipes and sleeves with link-type seals when not otherwise specified or indicated on the Drawings.
- 3.3.3. Provide flexibility in piping connecting to structures to accommodate movement due to soil settlement and earthquakes. Provide flexibility using details indicated on the Drawings.

# 3.4. Exposed Piping

- 3.4.1. Install exposed piping in straight runs parallel to the axes of structures, unless otherwise indicated on the Drawings. Install piping runs plumb and level, unless otherwise indicated on the Drawings. Slope plumbing drain piping with a minimum of 1/4 inch per foot downward in the direction of flow.
- 3.4.2. Install exposed piping after installing equipment and after piping and fitting locations have been determined. Support Piping: Do not transfer pipe loads and strain to equipment.
- 3.4.3. In addition to the joints indicated on the Drawings, provide unions, flexible couplings, flanged joints, flanged coupling adapters, and other types of joints or means which are compatible with and suitable for the piping system, and necessary to allow ready assembly and disassembly of the piping.
- 3.4.4. Assemble piping without distortion or stresses caused by misalignment.
  - 3.4.4.1. Match and properly orient flanges, unions, flexible couplings, and other connections.
  - 3.4.4.2. Do not subject piping to bending or other undue stresses when fitting piping. Do not correct defective orientation or alignment by distorting flanged joints or subjecting flange bolts to bending or other undue stresses.
  - 3.4.4.3. Flange bolts, union halves, flexible connectors, and other connection elements shall slip freely into place.
  - 3.4.4.4. Alter piping assembly to fit, when proper fit is not obtained.
  - 3.4.4.5. Install eccentric reducers or increasers with the top horizontal for pump suction piping.

# 3.5. Buried Piping

- 3.5.1. Bury piping with minimum 3-foot cover without air traps, unless otherwise indicated on the Drawings.
- 3.5.2. Where 2 similar services run parallel to each other, piping for such services may be laid in the same trench. Lay piping with sufficient room for assembly and disassembly of joints, for thrust blocks, for other structures, and to meet separation requirements of public health authorities having jurisdiction.
- 3.5.3. Laying Piping:

- 3.5.3.1. Lay piping in finished trenches free from water or debris. Begin at the lowest point with bell ends up slope.
- 3.5.3.2. Place piping with top or bottom markings with markings in proper position.
- 3.5.3.3. Lay piping on an unyielding foundation with uniform bearing under the full length of barrels.
- 3.5.3.4. Where joints require external grouting, banding, or pointing, provide space under and immediately in front of the bell end of each section laid with sufficient shape and size for grouting, banding, or pointing of joints.
- 3.5.3.5. At the end of each day's construction, any openings in unfinished piping or appurtenances must be sealed at the end of each working day in such a manner as to prevent the entry of birds and other animals, dirt, trench water and other sources of pollution or contamination.

# 3.6. Venting Piping Under Pressure

- 3.6.1. Lay piping under pressure flat or at a continuous slope without air traps, unless otherwise indicated on the Drawings.
- 3.6.2. Provide additional pipe taps with plug cocks and riser pipes along piping as required for venting during initial filling, disinfecting, and sampling.
- 3.6.3. Before piping is placed into service, close plug valves and install plugs. Protect plugs and plug valves from corrosion.

# 3.7. Restraining Piping

- 3.7.1. Restrain piping at valves and at fittings where piping changes direction, changes sizes, and at ends.
  - 3.7.1.1. When piping is underground, use concrete thrust block or mechanical restraints.
  - 3.7.1.2. When piping is aboveground or underwater, use mechanical or structural restraints.
  - 3.7.1.3. Determine thrust forces by multiplying the nominal cross sectional area of the piping by design test pressure of the piping.
- 3.7.2. Provide underground mechanical restraints to withstand thrust forces resulting from test pressures in accordance with the restraint table on the

- plans. During testing, provide suitable temporary restraints where piping does not require permanent restraints.
- 3.7.3. Place concrete thrust blocks against undisturbed soil. Place concrete so piping joints, fittings, and other appurtenances are accessible for assembly and disassembly.
- 3.7.4. Provide underground mechanical restraints where specified in the Piping Schedule.

# 3.8. Connections to Existing Piping

- 3.8.1. Expose existing piping to which connections are to be made with sufficient time to permit, where necessary, field adjustments in line, grade, or fittings. Protect domestic water/potable water supplies from contamination.
  - 3.8.1.1. Make connections between domestic water supply and other water systems in accordance with requirements of public health authorities.
  - 3.8.1.2. Provide devices approved by OWNER of domestic water supply system to prevent flow from other sources into the domestic supply system.
- 3.8.2. Make connections to existing piping and valves after sections of new piping to be connected have been tested and found satisfactory.
- 3.8.3. Provide sleeves, flanges, nipples, couplings, adapters, and other fittings needed to install or attach new fittings to existing piping and to make connections to existing piping.
- 3.8.4. For flanged connections, provide stainless steel bolts with isolation bushings and washers, and full-face flange gaskets.

# 3.9. Connections to In-Service Piping

- 3.9.1. Shutdown of in-service piping: Establish procedures and timing in a conference attended by CONTRACTOR, ENGINEER, and OWNER of the in-service piping.
- 3.9.2. Where operation and maintenance of existing facilities require that a shutdown be made during hours other than normal working hours, perform the related work in coordination with the hours of actual shutdown.
- 3.10. Connections Between Ferrous and Nonferrous Metals.

- 3.10.1. Connect ferrous and nonferrous metal piping, tubing, and fittings with dielectric couplings especially designed for the prevention of chemical reactions between dissimilar metals.
- 3.10.2. Nonferrous metals include aluminum, copper, and copper alloys.
- 3.11. Flanged Connections Between Dissimilar Metals Such as Ductile Iron Pipe and Steel Pipe: Provide stainless steel bolts with isolation bushings and washers, and full-face flange gaskets.

# 3.12. EXAMINATION

- 3.12.1. Verification of Existing Conditions:
  - 3.12.1.1. Locate and expose existing structures, piping, conduits, and other facilities and obstructions that may affect construction of underground piping before starting excavation for new underground piping and appurtenances.
  - 3.12.1.2. Verify sizes, elevations, locations, and other relevant features of existing facilities and obstructions. Determine conflicts for the construction of the new underground piping and appurtenances.
  - 3.12.1.3. Make piping location and grade adjustments to resolve conflicts between new piping and existing facilities and obstructions.

## 4. WALL AND SLAB PENETRATIONS

4.1. Link seal are to be used at all located with piping penetrates walls or slabs. Coordinate the inside diameter of the wall sleeve with the size of the seal to provide watertight sealing.

#### 5. EXPOSED PIPING

- 5.1. Install exposed piping in straight runs parallel to the axes of structures, unless indicated otherwise.
- 5.2. Install piping runs plumb and level, unless otherwise indicated on the Drawings. Slope plumbing drain piping with 1/4 inch per foot downward in the direction of flow.
- 5.3. Install exposed piping after installing equipment and after piping and fitting locations have been determined.
- 5.4. Do not transfer pipe loads and strain to equipment.

- 5.5. In addition to the joints indicated on the Drawings, provide unions, flexible couplings, flanged joints, flanged coupling adapters, and other types of joints or means which are compatible with and suitable for the piping system, and necessary to allow ready assembly and disassembly of the piping.
- 5.6. Assemble piping without distortion or stresses caused by misalignment.
- 5.7. Match and properly orient flanges, unions, flexible couplings, and other connections.
- 5.8. Do not subject piping to bending or other undue stresses when fitting piping. Do not correct defective orientation or alignment by distorting flanged joints or subjecting flange bolts to bending or other undue stresses.
- 5.9. Flange bolts, union halves, flexible connectors, and other connection elements shall slip freely into place.
- 5.10. Alter piping assembly to fit when proper fit is not obtained.
- 5.11. Install eccentric reducers or increasers with the top horizontal for pump suction piping.

## 6. PIPING ALTERNATIVES

- 6.1. Provide piping in accordance with this Section, unless indicated on the Drawings or specified otherwise.
- 6.2. Alternative Pipe Ratings: Piping with greater pressure rating than specified may be substituted in lieu of specified piping without changes to the Contract Price. Piping of different material may not be substituted in lieu of specified piping.
- 6.3. For flanged joints, where one of the joining flanges is raised face type, provide a matching raised face type flange for the other joining flange.

#### 7. CLEANING

- 7.1. Piping Cleaning:
  - 7.1.1. Upon completion of installation, clean piping interior of foreign matter and debris. Perform special cleaning when required by the Contract Documents.

**END OF SECTION** 

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

#### SECTION 15062 PREFORMED CHANNEL PIPE SUPPORT SYSTEM

#### 1. GENERAL

## 1.1. SUMMARY

1.1.1. Section Includes: Preformed channel pipe support system consisting of preformed channels, fittings, straps, and fasteners engineered to support piping.

## 1.2. REFERENCES

- 1.2.1. American Institute of Steel Construction (AISC).
- 1.2.2. American Iron and Steel Institute (AISI).
- 1.2.3. American National Standard Institute/Manufacturer's Standardization Society (ANSI/MSS):
  - 1.2.3.1. SP-58 Pipe Hangers and Supports Materials, Design, and Manufacture.
  - 1.2.3.2. SP-69 Pipe Hangers and Supports Selection and Application.

# 1.3. SYSTEM DESCRIPTION

- 1.3.1. Design Responsibility:
  - 1.3.1.1. The manufacturer of the preformed channel pipe support system shall be considered the designer of the support system.
  - 1.3.1.2. Prepare design calculations utilizing the design criteria included in these Specifications.
  - 1.3.1.3. Prepare detailed Shop Drawings illustrating the layout of the support system and identifying the components of the support system.

# 1.3.2. Design Criteria:

- 1.3.2.1. Include live, dead, and seismic loads associated with piping, valves, and appurtenances. Consider the content of the pipes in load calculations.
- 1.3.2.2. Minimum Gauge Thickness: 12 gauge.

- 1.3.3. Allowable Stress of Channels:
  - 1.3.3.1. Steel Channels: The lesser of 25,000 pounds per square inch, or 0.66 times yield stress of steel.
  - 1.3.3.2. Stainless Steel Channels: 0.66 times the yield stress of the stainless steel alloy.
- 1.3.4. Maximum Deflection: 1/240 of span.
- 1.3.5. Allowable Column Loads: As recommended by manufacturer in published instruction for column's unsupported height and "K" value for calculating effective column length of not less than 1.0.
- 1.3.6. Future Loads:
  - 1.3.6.1. Support systems indicated on the Drawings may include spaces intended to accommodate future pipes.
  - 1.3.6.2. Assume such spaces are occupied by 6-inch diameter ductile iron pipes. Only the number of pipes that would physically fit into the space need be considered.
  - 1.3.6.3. Include the weight of the pipe contents in determining future loads. Assume pipe contents are water.
- 1.3.7. Seismic Design Criteria: As specified by the 2012 IBC and ASCE 7-10 for the location of the project for mechanical equipment.
- 1.3.8. Spacing of Supports: As required to comply with design requirements but not more than 5 feet.
  - 1.3.8.1. Supports submerged and below the Top of Walls of Water Bearing Structures: Use Type 316 stainless steel for support system components.
  - 1.3.8.2. Supports in Other Locations: Use hot-dipped galvanized components unless other materials are specifically indicated on the Drawings.

# 1.4. SUBMITTALS

- 1.4.1. Shop Drawings: Include layout of support system including pipe loads, selected channel size, fittings, and appurtenances.
- 1.4.2. Structural Design Calculations. Detailed calculations stamped and signed by a Professional Engineer registered in the State where the project is located.

## 1.5. QUALITY ASSURANCE

- 1.5.1. Design Preformed Channel Pipe Support System for Loads in Accordance with Applicable Provisions of:
  - 1.5.1.1. AISC Manual of Steel Construction.
  - 1.5.1.2. AISI Cold-Formed Steel Design Manual.
- 1.5.2. Product Standards:
  - 1.5.2.1. Pipe Support Components: Conform to MSS SP-69.
  - 1.5.2.2. Pipe Support Materials: Conform to MSS SP-58.

#### 2. PRODUCTS

## 2.1. MANUFACTURERS

- 2.1.1. Fabricate preformed channel pipe support system using, as a minimum, parts specified below and meeting the requirements specified under Design Criteria.
- 2.1.2. Manufacturers: One of the following or equal:
  - 2.1.2.1.Unistrut, Series P1000 or P1001; P5500 or P5501, as indicated on the Drawings.
  - 2.1.2.2.Allied Support Systems, Power Strut, Figure PS-200 or PS-200 2TS; PS-150 or PS-150 2TS.
  - 2.1.2.3.B-Line Systems, Inc., Channel Type B22 or B22A; B12 or B12A.

#### 2.2. ACCESSORIES

- 2.2.1. Preformed Channel Concrete Inserts: Minimum 12-inches long.
  - 2.2.1.1. Manufacturers: One of the following or equal:

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- 2.2.1.1.1. Unistrut, Series P-3200.
- 2.2.1.1.2. Allied Support Systems, Figure 282.
- 2.2.1.1.3. B-Line Systems, Series B32I.
- 2.2.2. Ninety (90) Degree Angle Fittings:
  - 2.2.2.1. Manufacturers: One of the following or equal:
    - 2.2.2.1.1. Unistrut, P1026.
    - 2.2.2.1.2. Allied Support Systems, Power Strut, P603.
- 2.2.3. Pipe Straps:
  - 2.2.3.1. For Pipes 8 Inches in Diameter and Smaller: Use 2-piece universal strap with slotted hex head screw and nut.
    - 2.2.3.1.1. Manufacturers: One of the following or equal:
      - 2.2.3.1.1.1. Unistrut, Series P1109 through P1126.
      - 2.2.3.1.1.2. Allied Support Systems, PS1100
      - 2.2.3.1.1.3. B-Line Systems, Inc., Series B2000.
  - 2.2.3.2. For Pipes Greater than 8 Inches in Diameter: Unless different material is otherwise indicated on the Drawings use 1-piece 1-inch wide by 1/8-inch thick steel strap, hot-dip galvanized after fabrication.
  - 2.2.3.3. For Stainless Steel Pipes: Use type of strap required for the pipe sizes specified above, but use Type 304 stainless steel materials.
- 2.2.4. Touch-up Paint Galvanized Surfaces:
  - 2.2.4.1. Manufacturers: One of the following or equal:
    - 2.2.4.1.1. Galvinox, Galvo-Weld.
- 2.2.5. Touch-up Paint for Painted Surfaces: Same formulation as factory paint.
- 2.3. FABRICATION

- 2.3.1. Hot-dip galvanize support system components after fabrication to required length and shape.
- 2.3.2. Do not galvanize or paint stainless steel components.

#### 3. EXECUTION

## 3.1. INSTALLATION

- 3.1.1. Install preformed channel concrete inserts for vertical support, quantity based on manufacturer's structural design calculations.
- 3.1.2. Fasten preformed channel pipe supports to existing walls using Z-fittings and concrete anchors as indicated on the Drawings.
- 3.1.3. Fasten preformed channel pipe supports to preformed channel concrete inserts embedded in ceiling using U-shaped fittings.
- 3.1.4. Suspend threaded rods from concrete inserts embedded in ceiling. Support preformed channel pipe supports with threaded rods.
- 3.1.5. Touchup cut or damaged galvanized surfaces.
- 3.1.6. Prevent contact between pipes and support components of dissimilar metals. Utilize rubber coated, plastic coated, or vinyl coated components, stainless steel components, or wrap pipe with PVC or polyethylene tape.
- 3.1.7. Install support as near as possible to concentrated loads.
- 3.1.8. Install support within 2 feet of horizontal and vertical changes in pipe alignment.
- 3.1.9. Adjust supports or install shims to obtain specified slope or elevation.

**END OF SECTION** 

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

## **SECTION 09973 COATINGS**

#### 1. GENERAL

- 1.1. SUMMARY
  - 1.1.1. Section includes: Field applied coatings.
- 1.2. REFERENCES
  - 1.2.1. American Society for Testing and Materials (ASTM):
    - 1.2.1.1. D 4262 Standard Test Method for pH of Chemically or Etched Concrete Surfaces.
    - 1.2.1.2. D 4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
    - 1.2.1.3. D 4285 Standard Test Method for Indicating Oil or Water in Compressed Air.
    - 1.2.1.4. D 4541 Standard Test Method for Pull-off Strength of Coatings Using Portable Adhesion Testers.
  - 1.2.2. NACE International, The Corrosion Society (NACE):
    - 1.2.2.1. RPO188-99 Discontinuity (Holiday) Testing of Protective Coatings.
  - 1.2.3. SSPC Society of Protective Coatings:
    - 1.2.3.1. SSPC SP1 Solvent Cleaning.
    - 1.2.3.2. SSPC SP2 Hand Cleaning.
    - 1.2.3.3. SSPC SP3 Power Tool Cleaning.

- 1.2.3.4. SSPC SP6 Commercial Blast Cleaning.
- 1.2.3.5. SSPC SP7 Brush-Off Blast Cleaning.
- 1.2.3.6. SSPC SP10 Near-White Blast Cleaning.

#### 1.3. DEFINITIONS

- 1.3.1. Submerged Concrete and Masonry Surfaces: Surfaces which are or will be:
  - 1.3.1.1. Underwater
  - 1.3.1.2. In structures which normally contain water
  - 1.3.1.3. Below tops of walls of water containing structures
- 1.3.2. Exposed Surfaces: Any metal or concrete surface, indoors or outdoors that is exposed to view.
- 1.3.3. Dry Film Thickness (DFT): Thickness of fully cured coating, measured in units of 1/1000 inch or mils. Thickness requirements for coating systems are in DFT.
- 1.3.4. Volatile Organic Compound (VOC): Content of air polluting hydrocarbons in uncured coating product measured in units of grams per liter or pounds per gallon, as determined by EPA Method 24.
- 1.3.5. Ferrous: Cast iron, ductile iron, and all steel alloys except stainless steel.
- 1.3.6. Where SSPC surface preparation standards are specified or implied for ductile iron pipe fittings, the equivalent NAPF surface preparation standard shall be substituted for the SSPC standard.

## 1.4. STANDARD REQUIREMENTS

- 1.4.1. Coating materials for concrete and metal surfaces shall be especially adapted for use in wastewater treatment plants.
- 1.4.2. Coating materials used for chemical storage areas and for secondary containment of chemicals shall be suitable to control corrosion based on sustained exposure to the respective chemical and associated fumes.

#### 1.5. SUBMITTALS

- 1.5.1. Shop Drawings: Include schedule of where and for what use coating materials are proposed in accordance with requirements for Product Data.
- 1.5.2. Product Data: Submit as follows:
  - 1.5.2.1. Include certification or proposed coating system suitability for chemical, where applicable.
  - 1.5.2.2. Provide description of physical properties of coatings including solids content and ingredient analysis, VOC content, temperature resistance, typical exposures and limitations, and manufacturer's standard colors.
  - 1.5.2.3. Regulatory Requirements: Submit data concerning the following:
    - 1.5.2.3.1. Volatile organic compound limitations
    - 1.5.2.3.2. Coatings containing lead compounds and PCB's
    - 1.5.2.3.3. Abrasives and abrasive blast cleaning techniques, and disposal.
    - 1.5.2.3.4. NSF or UL certification of coatings for use in potable water supply systems.
- 1.5.3. Provide samples as follows:
  - 1.5.3.1. Provide color board for ENGINEER's approval for all coating systems.
- 1.5.4. Certificates: Submit in accordance with requirements for Product Data.
- 1.5.5. Manufacturer's Instructions: Include the following:
  - 1.5.5.1. Special requirements for transportation and storage
  - 1.5.5.2. Mixing instructions
  - 1.5.5.3. Shelf life
  - 1.5.5.4. Pot life of materials

- 1.5.5.5. Precautions for applications free of defects
- 1.5.5.6. Surface preparation
- 1.5.5.7. Method of application
- 1.5.5.8. Recommended dry film thickness (DFT) of each coat.
- 1.5.5.9. Recommended total dry film thickness (DFT)
- 1.5.5.10. Drying time of each coat, including prime coat
- 1.5.5.11. Required prime coat
- 1.5.5.12. Compatible and non-compatible prime coats
- 1.5.5.13. Recommended thinners, when recommended
- 1.5.5.14. Limits of ambient conditions during and after application
- 1.5.5.15. Time allowed between coats (minimum and maximum)
- 1.5.5.16. Required protection from sun, wind, and other conditions
- 1.5.5.17. Touch-up requirements and limitations
- 1.5.6. Manufacturer's Representative's Field Reports: Submit to ENGINEER for record.
- 1.5.7. Operations and Maintenance Data:
  - 1.5.7.1. Reports on visits to project site to view and approve surface preparation of structure to be coated.
  - 1.5.7.2. Reports on visits to project site to observe and approve coating application procedures.
- 1.5.8. Quality Control Submittals:
  - 1.5.8.1. Quality Control plan
  - 1.5.8.2. Qualifications of coating applicator including List of Similar Projects
- 1.6. QUALITY CONTROL
  - 1.6.1. Single Source Responsibility: Obtain primary resinous lining materials including primers, resins, hardening agents, finish or sealing coats from a single manufacturer with not less than 10 years' experience in manufacturing and installing principal materials described in this section.
  - 1.6.2. Applicator Qualifications:

- 1.6.2.1. Minimum of 5 years of experience applying specified type or types of coatings under conditions similar to those of the Work:
  - 1.6.2.1.1. Provide qualifications of applicator and references listing 5 similar projects completed in the past 2 years.
- 1.6.2.2. Manufacturer approved applicator when manufacturer has approved applicator program.
- 1.6.2.3. Approved and licensed by manufacturer to apply Vinyl ester coating system.
- 1.6.3. Regulatory Requirements: Satisfy requirements for the following:
  - 1.6.3.1. Volatile organic compound limitations
  - 1.6.3.2. Coatings containing lead compounds
  - 1.6.3.3. Abrasives and abrasive blast cleaning techniques as well as disposal
- 1.6.4. Certification: Certify that applicable pigments are resistant to discoloration of deterioration when exposed to corrosive environments.
- 1.6.5. Field Samples: Prepare and coat a minimum 100 square foot area between corners or limit such as control or construction joints of each system. Approved field sample may be part of Work.
- 1.6.6. Pre-installation Conference: Conduct a minimum of 5 days prior to field coating.
- 1.6.7. Compatibility of Coatings: Use products by same manufacturer for prime coats, intermediate coats, and finish coats on same surface, unless specified otherwise.
- 1.6.8. Services of Coating Manufacturers Representative: Arrange for coating manufacturer's representative to attend pre-installation conferences. Make periodic visits to the project site to provide consultation and inspection services during surface preparation and application of coatings, and to make

visits to coating plants to observe and approve surface preparation procedures and coating application of items to be "shop primed and coated".

# 1.7. PRODUCT DELIVERY, STORAGE, AND HANDLING

- 1.7.1. Deliver, store, and handle products in accordance with manufacturer's recommendations.
- 1.7.2. Deliver containers with labels identifying the manufacturer's name, brand name, product type, batch number, date of manufacturer, expiration date or shelf life, color, and mixing and reducing instructions.
- 1.7.3. Store coatings in well ventilated facility that provides protection from the sun, weather, and fire hazards. Maintain ambient storage temperature between 45 and 90 degrees Fahrenheit, unless otherwise recommended by the manufacturer
- 1.7.4. Take precautions to prevent fire and spontaneous combustion.

## 1.8. PROJECT CONDITIONS

- 1.8.1 Surface Moisture Contents: Do not coat surfaces that exceed manufacturer specified moisture contents, or when not specified by the manufacturer, the following moisture contents:
  - 1.8.1.1 Masonry, Concrete and Concrete Block: 12 percent.
  - 1.8.1.2 Interior Located Wood: 15 percent.
  - 1.8.1.3 Concrete Floors: 7 percent.

# 1.8.2 Do Not Apply Coatings:

- 1.8.2.1 Under dusty conditions, unless tenting, covers, or other such protection is provided for structures to be coated.
- 1.8.2.2 When light on surfaces measures less than 15 foot-candles.
- 1.8.2.3 When ambient or surface temperature is less than 50 degrees Fahrenheit unless manufacturer allows a lower temperature.

- 1.8.2.4 When relative humidity is higher than 85 percent.
- 1.8.2.5 When surface temperature is less than 5 degrees Fahrenheit above dew point.
- 1.8.2.6 When surface temperature exceeds the manufacturer's recommendation.
- 1.8.2.7 When ambient temperature exceeds 90 degrees Fahrenheit, unless manufacturer allows a higher temperature.
- 1.8.2.8 Apply clear finishes at minimum 65 degrees Fahrenheit.
- 1.8.3 Provide fans, heating devices, dehumidifiers, or other means recommended by coating manufacturer to prevent formation of condensate or dew on surface of substrate, coating between coats and within curing time following application of last coat.
- 1.8.4 Provide adequate continuous ventilation and sufficient heating facilities to maintain minimum 50 degrees Fahrenheit for 24 hours before, during and 48 hours after application of finishes.

#### 2. PRODUCTS

#### 2.1. MANUFACTURERS

- 2.1.1. Special Coatings: One of the following or equal:
  - 2.1.1.1. Carboline: Carboline, St. Louis, MO.
  - 2.1.1.2. Devoe: Devoe Coatings, Louisville, KY.
  - 2.1.1.3. Tnemec: Tnemec Co., Kansas City, MO.

## 2.2. PREPARATION AND PRE-TREATMENT MATERIALS

- 2.2.1. Metal Pretreatment: As manufactured by one of the following or equal:
  - 2.2.1.1. Ameron: Galvaprep.
  - 2.2.1.2. Carboline: Rustbond Penetrating Sealer.
  - 2.2.1.3. Tnemec: Series N69 Hi-Build Epoxoline II. SECTION 09973 COATINGS (5/13/2014)

- 2.2.2. Surface Cleaner and Degreaser: As manufactured by one of the following or equal:
  - 2.2.2.1. Carboline Surface Cleaner NO.3.
  - 2.2.2.2. Devoe: Devprep 88.

## 2.3. COATING MATERIALS

- 2.3.1. Vinyl Ester Coating: Glassmat reinforced, total system 125 mils DFT. As manufactured by one of the following or equal:
  - 2.3.1.1. Carboline: Semstone 870.
  - 2.3.1.2. Ceilcote: 664 Ceilcrete.
  - 2.3.1.3. Dudick: Protecto-Line 800.

#### 2.4. MIXES

2.5. Mix epoxy parts in accordance with manufacturer's instructions.

#### 3. EXECUTION

# 3.1. GENERAL PROTECTION

- 3.1.1. Protect adjacent surfaces from coatings and damage. Repair damage resulting from inadequate or unsuitable protection.
- 3.1.2. Protect adjacent surfaces not to be coated from spatter and droppings with drop cloths and other coverings:
  - 3.1.2.1. Mask off surfaces of items not to be coated or remove items from area.
- 3.1.3. Furnish sufficient drop cloths, shields and protective equipment to prevent spray or droppings from fouling surfaces not being coated and in particular, surfaces within storage and preparation area.
- 3.1.4. Place cotton waste, cloths and material which may constitute fire hazard in closed metal containers and remove daily from site.
- 3.1.5. Remove electrical plates, surface hardware, fittings and fastenings, prior to application of coating operations. Carefully store, clean and replace on

completion of coating in each area. Do not use solvent or degreasers to clean hardware that may remove permanent lacquer finish.

#### 3.2. GENERAL PREPARATION

- 3.2.1. Prepare surfaces in accordance with coating manufacturer's instructions, unless more stringent requirements are specified herein.
- 3.2.2. Protect installed equipment, mechanical drives, and adjacent coated equipment from abrasive blasting to prevent damage caused by entering sand or dust.

#### 3.2.3. Concrete:

- 3.2.3.1. Allow new concrete to cure for minimum of 28 days before coating.
- 3.2.3.2. Clean concrete surfaces of dust, mortar, fins, loose concrete particles, form release materials, oil, and grease. Fill voids so that surface is smooth. Etch or brush off-blast clean in accordance with SSPC SP-7 to provide surface profile similar to 60-grit sandpaper, or as recommended by coating manufacturer.

## 3.3. GENERAL APPLICATION REQUIREMENTS

- 3.3.1. Apply coatings in accordance with manufacturer's instructions.
- 3.3.2. Allow surfaces to dry, except where coating manufacturer requires surface wetting before coating.
- 3.3.3. Wash coat and prime sherardized, aluminum, copper, and bronze surfaces, or prime with manufacturers recommended special primer.
- 3.3.4. Apply minimum number of specified coats.
- 3.3.5. Apply coats to thicknesses specified, especially at edges and corners.
- 3.3.6. Apply additional coats when necessary to achieve specified thicknesses.
- 3.3.7. Coat surfaces without drops, ridges, waves, holidays, laps, or brush marks.
- 3.3.8. Remove spatter and droppings after completion of coating.
- 3.3.9. When multiple coats of same material are specified, tint prime coat and intermediate coats with suitable pigment to distinguish each coat.

- 3.3.10. Dust coatings between coats. Lightly sand and dust surfaces to receive high gloss finishes, unless instructed otherwise by coating manufacturer.
- 3.3.11. Apply coating by brush, roller, trowel, or spray, unless particular method of application is required by coating manufacturer's instructions or these Specifications.

# 3.3.12. Spray Application:

- 3.3.12.1.1. Stripe coat edges by brush before beginning spray application, as necessary, to ensure specified coating thickness along edges.
- 3.3.12.1.2. When using spray application, apply coating to thickness not greater than that recommended in coating manufacturer's instructions for brush coat application.
- 3.3.12.1.3. Use airless spray method, unless air spray method is required by coating manufacturer's instruction or these Specifications.
- 3.3.12.1.4. Conduct spray coating under controlled conditions. Protect adjacent construction and property from coating mist or spray.

# 3.3.13. Drying and Recoating:

- 3.3.13.1.1. Provide fans, heating devices, or other means recommended by coating manufacturer to prevent formation of condensate or dew on surface of substrate, coating between coats and within curing time following application of last coat.
- 3.3.13.1.2. Limit drying time to that required by these Specifications or coating manufacturer's instructions.
- 3.3.13.1.3. Do not allow excessive drying time or exposure which may impair bond between coats.
- 3.3.13.1.4. Recoat epoxies within time limits recommended by coating manufacturer.
- 3.3.13.1.5. When time limits are exceeded, abrasive blast clean prior to applying another coat.
- 3.3.13.1.6. When limitation on time between abrasive blasting and coating cannot be met before attachment of components to

- surfaces which cannot be abrasive blasted, coat components before attachment.
- 3.3.13.1.7. Ensure primer and intermediate coats of coating are unscarred and completely integral at time of application of each succeeding coat.
- 3.3.13.1.8. Touch up suction spots between coats and apply additional coats where required to produce finished surface of solid, even color, free of defects.
- 3.3.13.1.9. Leave no holidays.
- 3.3.13.1.10. Sand and recoat scratched, contaminated, or otherwise damaged coating surfaces so damages are invisible to naked eye.

# 3.3.14. Concrete:

3.3.14.1.1. Apply first coat (primer) only when surface temperature of concrete is decreasing in order to eliminate effects of off-gassing on coating.

#### 3.4. VINYL ESTER

- 3.4.1. Delivery, Storage, and Handling:
  - 3.4.1.1. Material shall be delivered to job site and checked by lining contractor for completeness and shipping damage prior to job start.
  - 3.4.1.2. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on site mixing errors. No on site weighing or volumetric measurements allowed.
  - 3.4.1.3. Material shall be stored in a dry, enclosed area protected from exposure to moisture. Temperature of storage area shall be maintained between 60 and 90 degrees Fahrenheit (16 and 32 degrees Celsius).
  - 3.4.1.4. All materials must have adequate shell life and be installed within 60 days after delivery at job site.

# 3.4.2. Project Conditions:

3.4.2.1. Concrete substrate shall be dense, free of voids, fins, honeycombs and other imperfections. Horizontal surfaces shall have a "once over" steel trowel finish (wood float, broom or machine trowel finishes are

unacceptable). Finish concrete to the required grade, less allowance for overlayment thickness. A vapor barrier shall be present for concrete on or below grade to prevent osmotic pressure forces from affecting adhesion of overlayment. Cure concrete 30 days minimum and conduct the following tests prior to application of overlayment:

- 3.4.2.1.1. Test for "bird baths", if complete drainage is critical, by flooding horizontal surfaces with water and marking unacceptable areas. Unacceptable areas are to be corrected prior to application of overlayment.
- 3.4.2.1.2. Test for unacceptable moisture content in concrete by the "plastic sheet" method (Ref. ASTM 0-4263). The number of test sites shall be representative for the scope of work.
- 3.4.2.1.3. Test for acceptable concrete surface tensile strength of 200 psi minimum by using a "pull-out test" (Ref. ASTM 0-4541) in which a 0.8 inch diameter dolly is bonded to the concrete with polymer adhesive and a 1.0 inch diameter hole is cut through excess adhesive into concrete. The number of test sites shall be representative for the scope of the work. Care shall be taken to avoid excess concentrations around the circumference of the dolly.
- 3.4.2.1.4. All patching and repair materials must be compatible with the overlayment and must be tested for acceptable surface tensile strength of 200 psi minimum by using "pull-out test" (Ref. 1.c. above). The number of test sites shall be representative for the scope of the work.
- 3.4.2.1.5. Test for substrate temperature by using a surface dial thermometer or equal. Temperature shall be equal to or greater than the minimum temperature recommended by the overlayment material manufacturer. Generally, ideal temperature range is between 60 degrees Fahrenheit and 80 degrees Fahrenheit.
- 3.4.2.1.6. Inspect for contamination, such as oil, grease, or chemical spills. Contamination must be removed prior to application of overlayment.
- 3.4.2.2. Utilities, including electric, water, heat (air temperature between 60 and 90 degrees Fahrenheit/16 and 32 degrees Celsius) and finished lighting to be supplied by General Contractor.
- 3.4.2.3. Job area to be free of other trades during, and for a period of 24 hours, after lining installation.

- 3.4.2.4. Protection of finished lining from damage by subsequent trades shall be the responsibility of the CONTRACTOR.
- 3.4.3. Engineering Details:
  - 3.4.3.1. Points of Termination
    - 3.4.3.1.1. Edges shall be chased to "lock" the lining into the concrete.
    - 3.4.3.1.2. Tank perimeters shall be treated by one of three methods as follows:
      - 3.4.3.1.2.1. Lining shall terminate at tank perimeter without sealing perimeter edge, to allow detection of leaks that may occur under the tank.
      - 3.4.3.1.2.2. Lining shall terminate at tank perimeter with a compatible elastomer sealing the interface between the lining and the tank.
      - 3.4.3.1.2.3. Lining shall lap and seal onto the perimeter of the tank by bridging over compatible elastomer at the tank/slab interface to compensate for possible movement.
    - 3.4.3.1.3. Equipment support legs shall be treated by one of the two methods described previously in b(2) or b(3).
    - 3.4.3.1.4. Trench Drains shall be treated by one of three described as follows:
      - 3.4.3.1.4.1. Steel Angle Trench Lip must be anchored to prevent movement between the steel and concrete. Lining shall be chased to "lock" the lining where it terminates at the angle. Steel angle will be coated with material compatible with the lining material or will remain uncoated at owner's option.
      - 3.4.3.1.4.2. Prefabricated polymer or alloy trenches must be anchored to prevent movement between the concrete and trench. Lining shall be chased to "lock" the lining where it terminates at the trench.
      - 3.4.3.1.4.3. Concrete trench will be lined to maintain monolithic protection. "Cold Joint" will be treated by lining manufacturer to assure bridging of potential cracks.

- 3.4.3.1.5. Pipe drains shall be treated by chasing the lining to "lock" in place at point of termination. Pipe drain must be anchored to prevent movement between concrete and trench.
- 3.4.3.1.6. Pipe chases shall be treated by having the lining lap and seal onto the perimeter of the pipe chase.

#### 3.4.3.2. Joints and Cracks:

- 3.4.3.2.1. Control joints shall be treated by lining manufacturer to assure bridging of potential cracks and to maintain monolithic protection.
- 3.4.3.2.2. Cold joints or construction joints shall be treated by lining manufacturers to assure bridging potential cracks and to maintain monolithic protection on horizontal and vertical surfaces as well as horizontal and vertical interfaces.
- 3.4.3.2.3. Vertical and horizontal expansion/contraction joints shall be honored by installing backer rod and compatible sealant after lining is installed. Sealant shall be sufficient to handle traffic conditions and chemical exposures in area.
- 3.4.3.2.4. Cracks in vertical or horizontal concrete substrates shall be treated by lining manufacturer to assure bridging of cracks and to maintain monolithic protection.

#### 3.4.3.3. Preparation:

3.4.3.3.1. Substrate: Concrete preparation shall be by mechanical means and include use of a scabbier, scarifier or shot blast machine for removal of bond inhibiting materials such as curing compounds or laitance.

# 3.4.3.4. Application:

- 3.4.3.4.1. General: Apply each component of resinous lining system in compliance with manufacturer's directions to produce a uniform monolithic wearing surface of thickness indicated, uninterrupted except at divider strips, sawn joints or other types of joints (if any), indicated or required.
- 3.4.3.4.2. Primer: Mix and apply primer over properly prepared substrate with strict adherence to manufacturer's installation procedures and coverage rates.

- 3.4.3.4.3. Basecoat: Mix basecoat material according to manufacturer's recommended procedures. Uniformly spread material over substrate using a notched squeegee as specified by manufacturer.
- 3.4.3.4.4. Engineering Fabric: Embed fiberglass fabric into base coat material with strict adherence to manufacturer's installation procedures.
- 3.4.3.4.5. Saturant: Uniformly roll the saturant into the fiberglass fabric as recommended in manufacturer's application procedures.
- 3.4.3.4.6. Mortarcoat: Mix mortarcoat according to manufacturer's recommended procedures. Apply mixed material over surface with strict adherence to manufacturer's installation procedures.
- 3.4.3.4.7. Topcoat: Remove any surface irregularities. Mix and apply mineral composite topcoat with strict adherence to manufacturer's installation procedures.

#### 3.5. FIELD QUALITY CONTROL

- 3.5.1. Each coat will be inspected. Strip and remove defective coats, prepare surfaces and recoat. When approved, apply next coat.
- 3.5.2. Control and check dry film thicknesses and integrity of coatings.
- 3.5.3. Measure dry film thickness with calibrated thickness gauge.
- 3.5.4. Dry film thicknesses on ferrous-based substrates may be checked with Elcometer Tye 1 Magnetic Pull-Off Gauge or Positector 6000.
- 3.5.5. Verify coat integrity for submerged and chemical secondary containment areas with low-voltage holiday detector. Allow ENGINEER to use detector for additional checking.
- 3.5.6. All concrete surfaces and all ferrous metal surfaces possessing a coating system in excess of 20 mils shall be high voltage holiday tested in accordance with NACE RPO 188-90, using a Tinker-Rasor AP-W Detector.
- 3.5.7. Provide Independent Laboratory for additional detector testing when requested by the ENGINEER.
- 3.5.8. Arrange for services of coating manufacturer's field representative to provide periodic field consultation and inspection services to ensure proper

- surface preparation of facilities and items to be coated, and to ensure proper application and curing:
- 3.5.8.1. Notify ENGINEER 24 hours in advance of each visit by coating manufacturer's representative.
- 3.5.8.2. Provide ENGINEER with a written report by coating manufacturer's representative within 48 hours following each visit.

#### 3.6. SCHEDULE OF ITEMS NOT REQUIRING COATING

- 3.6.1. General: Unless specified otherwise, the following items do not require coating:
  - 3.6.1.1. Items that have received final coat at factory and not listed to receive coating in field.
  - 3.6.1.2. Aluminum, brass, bronze, copper, plastic (except PVC pipe), rubber, stainless steel, chrome, Everdur, or lead.
  - 3.6.1.3. Buried or encased piping or conduit.
  - 3.6.1.4. Exterior Concrete with the exception of surfaces associated with chemical delivery as indicated on the drawings.
    - 3.6.1.4.1. Areas on galvanized items or parts where galvanizing has been damaged during handling or construction shall be repaired as follows:
      - 3.6.1.4.1.1. Clean damaged areas by SSPC SP-1, SP-2, SP-3, or SP-7 as required.
      - 3.6.1.4.1.2. Apply 2 coats of a cold galvanizing zinc compound such as ZRC World Wide Inovatie Zinc Technologies of Marshfield, MA or accepted equal, in strict accordance with manufacturer's instructions.
  - 3.6.1.5. Grease fittings.
  - 3.6.1.6. Steel to be encased in concrete or masonry.
  - 3.6.1.7. FRP Flush Doors.
- 3.7. SCHEDULE OF SURFACES TO BE COATED IN THE FIELD

- 3.7.1. In general, apply coatings to steel, iron, galvanized surfaces, and wood surfaces unless specified or otherwise indicated on the Drawings. Coat concrete surfaces and anodized aluminum only when specified or indicated on the Drawings. Color coat all piping per Section 15075.
- 3.7.2. Following schedule is incomplete. Coat unlisted surfaces with same coating system as similar listed surfaces. Verify questionable surfaces.
- 3.7.3. Concrete:
  - 3.7.3.1. Vinyl Ester:
    - 3.7.3.1.1. Chemical Unloading Area: All exterior concrete surfaces associated with chemical delivery and unloading areas.
    - 3.7.3.1.2. Chemical Containment Area: All surfaces including top of containment walls.

# 3.8. **FORMS**

- 3.8.1. CONTRACTOR's applicator shall complete the Applicator's Certified Daily Report and Coating Thickness forms provided at the end of this section for each type of coating system.
- 3.8.2. Provide copies of all forms to the ENGINEER.

**END OF SECTION** 

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

#### **SECTION 01140 ENVIRONMENTAL PROTECTION**

#### 1. GENERAL

#### 1.1.SCOPE

1.1.1. During the progress of the work, keep the work areas occupied by the CONTRACTOR in a neat and clean condition and protect the environment both onsite and offsite, throughout and upon completion of the construction project.

#### 1.2. MITIGATION OF CONSTRUCTION IMPACTS

- 1.2.1. Requirements: All operations shall comply with all federal, state and local regulations pertaining to water, air, solid waste and noise pollution.
- 1.2.2. Definitions of Contaminants
  - 1.2.2.1. Sediment: Soil and other debris that have been eroded and transported by runoff water.
  - 1.2.2.2. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, leaves and tree trimmings.
  - 1.2.2.3. Chemical Waste: Includes petroleum products, bituminous materials; salts, acids, alkalies, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."
  - 1.2.2.4. Sanitary Wastes:
    - 1.2.2.4.1. Sewage: That which is considered as domestic sanitary sewage:
    - 1.2.2.4.2. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.

SECTION 01140 ENVIRONMENTAL PROTECTION (7/21/2014)

1.2.2.5. Hazardous Materials: As defined by applicable laws and regulations, undisclosed hazardous material contamination, if encountered will constitute a changed site condition. The OWNER may retain a separate CONTRACTOR to dispose of undisclosed hazardous material encountered.

# 1.2.3. Protection of Natural Resources

- 1.2.3.1. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the Drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed. Maintain natural drainage patterns. Conduct construction activities to avoid ponding stagnant water conducive to mosquito breeding.
- 1.2.3.2. Land Resources: Do not remove, cut, deface, injure or destroy trees or shrubs outside the work area limits. Do not remove, deface, injure or destroy trees within the work area without permission from the ENGINEER.
  - 1.2.3.2.1. Protection: Protect trees that are located near the limits of the CONTRACTOR's work areas which may possibly be defaced, bruised or injured or otherwise damaged by the CONTRACTOR's operations. No ropes, cables or guys shall be fastened to or attached to any existing nearby trees or shrubs for anchorages unless specifically authorized. Where such special emergency use is permitted, the CONTRACTOR shall be responsible for any damage resulting from such use.
  - 1.2.3.2.2. Trimming: Trim and seal tree limbs overhanging the line of the work and in danger of being damaged by the CONTRACTOR's operations in accordance with recognized standards for such work. Remove other tree limbs under the direction of the ENGINEER, so that the tree will present a balanced appearance.

- 1.2.3.2.3. Treatment of Roots: Do not cut roots unnecessarily during excavating or trenching operations. Expose major roots encountered in the course of excavation and do not sever. Wrap them in burlap as a protective measure while exposed. Neatly trim all other roots larger than 1- inch in diameter that are severed in the course of excavation at the edge of the excavation or trench and paint them with a heavy coat of an approved tree seal.
- 1.2.3.2.4. Repair or Restoration: Repair or replace any trees or other landscape features scarred or damaged by equipment or construction operations as specified below. The repair and/or restoration plan shall be favorably reviewed prior to its initiation.
- 1.2.3.2.5. Temporary Construction: Obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the ENGINEER. Level all temporary roads, parking areas and any other areas that have become compacted or shaped. Any unpaved areas where vehicles are operated shall receive a suitable surface treatment or shall be periodically wetted down to prevent construction operations from producing dust damage and nuisance to persons and property, at no additional cost to the OWNER. Keep haul roads clear at all times of any object that creates an unsafe condition. Promptly remove any contaminants or construction material dropped from Construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances as necessary.
- 1.2.4. Water Resources: Investigate and comply with all applicable federal, state and local regulations concerning the discharge (directly or indirectly) of pollutants to the underground and natural waters. Perform all work under this Contract in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the ENGINEER and regulatory agencies. Refer to the paragraph on control of water in Section 02301 Earthwork Part 3.05, for "dewatering" water disposal requirements.
  - 1.2.4.1. Oily Substances: At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the

ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the area. Any soil or water that is contaminated with oily substances due to the CONTRACTOR's operations shall be disposed of in accordance with applicable regulations.

- 1.2.4.2. Chlorinated Water: Take special measures to prevent chlorinated water from entering the ground or surface waters. Dechlorinate chlorinated water prior to discharge.
- 1.2.5. Fish and Wildlife Resources: Perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The CONTRACTOR will not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.
- 1.2.6. Noise Control: The following noise control procedures shall be employed:
  - 1.2.6.1. Maximum Noise Levels within 1,000 Feet of any Residence, Business, or Other
  - 1.2.6.2. Populated Area: Noise levels for trenchers, pavers, graders and trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 85 dBA at 50 feet.
  - 1.2.6.3. Equipment: Jack hammers shall be equipped with exhaust mufflers and steel muffling sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor.
  - 1.2.6.4. Operations: Keep noisy equipment as far as possible from noise-sensitive site boundaries. Machines should not be left idling. Use electric power in lieu of internal combustion engine power wherever possible. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers, or other sources. All engines shall have mufflers.
  - 1.2.6.5. Scheduling: Schedule noisy operations so as to minimize their duration at any given location.

- 1.2.6.6. Monitoring: To determine whether the above noise limits are being met and whether noise barriers are needed, the CONTRACTOR shall use a portable sound level meter meeting the requirements of American National Standards Institute Specification S1.4 for Type 2 sound level meters: If non-complying noise levels are found, the CONTRACTOR shall be responsible for monitoring and correction of excessive noise levels.
- 1.2.7. Dust Control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors.
  - 1.2.7.1. Unpaved areas where vehicles are operated shall be periodically wetted down or given an equivalent form of treatment, to eliminate dust formation.
  - 1.2.7.2. Store all volatile liquids, including fuels or solvents in closed containers.
  - 1.2.7.3. No open burning of lumber or other scrap will be permitted.
  - 1.2.7.4. Properly maintain equipment to reduce gaseous pollutant emissions.
- 1.2.8. Construction Storage Areas: Storage of construction equipment and materials shall be limited to the designated CONTRACTOR's storage area. Store and service equipment at the designated CONTRACTOR's storage area where oil wastes shall be collected in containers. Oil wastes shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the construction site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, resins and other environmentally deleterious substances. No dumping of surplus concrete or grout on the site will be permitted.
- 1.2.9. Sanitation: During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews, and visitors to the site. Facilities shall be regularly maintained at the expense of the CONTRACTOR.

- 1.2.10. Fire Prevention: Take steps to prevent fires including, but not limited to the following:
  - 1.2.10.1. Provide spark arrestors on all internal combustion engines.
  - 1.2.10.2. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.
  - 1.2.10.3. Provide fire extinguishers at hazardous locations or operations, such as welding.
- 1.2.11. Erosion and Sediment Transport Control:
  - 1.2.11.1. Discharge construction runoff into small drainages at frequent intervals to avoid buildup of large potentially erosive flows.
  - 1.2.11.2. Prevent runoff from flowing over unprotected slopes.
  - 1.2.11.3. Keep disturbed areas to the minimum necessary for construction.
  - 1.2.11.4. Keep runoff away from disturbed areas during construction.
  - 1.2.11.5. Direct flows over vegetated areas prior to discharge into public storm drainage systems.
  - 1.2.11.6. Trap sediment before it leaves the site, using such techniques as check dams, sediment ponds, or siltation fences.
  - 1.2.11.7. Remove and dispose of all project construction-generated siltation that occurs in offsite retention ponds.
  - 1.2.11.8. Stabilize disturbed areas as quickly as possible.

#### 1.3. DISPOSAL OPERATIONS

- 1.3.1. Solid Waste Management
  - 1.3.1.1. Supply solid waste transfer containers. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter.

Take care to prevent trash and papers from blowing onto adjacent property. Encourage personnel to use refuse containers.

- 1.3.1.2. Washing of concrete containers where wastewater may reach adjacent property or natural watercourses will not be permitted.
- 1.3.2. Chemical Waste and Hazardous Materials Management: Furnish containers for storage of spent chemicals used during construction operations. Dispose of chemicals and hazardous materials in accordance with applicable regulations.
- 1.3.3. Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable regulations.

# 1.3.4. Excavated Materials

1.3.4.1. Native soil complying with the requirements of Section 02222, Excavation, Backfill and Compaction for Utility Systems and the Standard Specifications for Public Works Construction, may be used for backfill, fill and embankments as allowed by that section.

# 1.3.4.2. Spoil Material:

- 1.3.4.2.1. Remove all material which is excavated in excess of that required for backfill, and such excavated material which is unsuitable for backfill, from the site and dispose of offsite in accordance with applicable regulations at the disposal site indicated in the Environmental Protection Plan. No additional compensation will be paid to the CONTRACTOR for such disposal. Include all such costs in the lump sum prices bid for the project.
- 1.3.4.2.2. Rubbish shall consist of all materials not classified as suitable materials or rubble and shall include shrubbery, trees, timber, trash and garbage.

#### 1.3.5. Permitting and Disposal Costs

1.3.6. CONTRACTOR shall be responsible for all costs associated with and shall secure all permits and disposal or waste sites which may be required for

excavating, transporting, placing, compacting, and site reclamation for offsite disposal of any surplus or unsuitable materials and for disposal of any and all construction Waste material generated on this project.

- 2. PRODUCTS
  - 2.1. Not Used
- 3. EXECUTION
  - 3.1. Not Used.

**END OF SECTION** 

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

#### **SECTION 15141 PIPE SUPPORT SYSTEMS**

#### 1. GENERAL

- 1.1. Description of Work:
- 1.2. General
  - 1.2.1. Furnish all labor, materials, tools, equipment and services for all pipe support and anchor systems, in accord with provisions of Contract Documents.
  - 1.2.2. Completely coordinate with work of all other trades.
  - 1.2.3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
  - 1.2.4. The layout of pipe supports is the responsibility of the Contractor, and must take into consideration pipe material, joint type, location, and other requirements of these specifications.
- 1.3. Quality Assurance:
  - 1.3.1. Reference Standards:
    - 1.3.1.1. American National Standards Institute (ANSI).
    - 1.3.1.2. American Society of Mechanical Engineers (ASME).
    - 1.3.1.3. American Society for Testing and Materials (ASTM).
    - 1.3.1.4. ASTM A575 Merchant Quality Hot-Rolled Carbon Steel Bars.
    - 1.3.1.5. American Welding Society (AWS).
    - 1.3.1.6. Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS).

- 1.3.1.7. MSS SP-58-67 Pipe Hangers and Supports Materials and Design.
- 1.3.1.8. MSS SP-69-66 Pipe Hangers and Supports Selection and Application.
- 1.3.1.9. National Bureau of Standards (NBS)
- 1.3.1.10. NBS Handbook H-28.
- 1.3.2. Submittals:
- 1.3.2.1. See Section 01330 Submittal Procedures.
- 1.3.2.2. Submit itemized list of wall sleeves, anchors, support devices and all other items related to pipe support system.
- 1.3.2.3. Submit scale drawings showing guides, hangers, supports, anchors, structural members and appurtenances to describe the pipe support system.

# 2. PRODUCTS

#### 2.1. Materials:

2.1.1. All angles, rods, channels, special devices integral to pipe support systems shall be coated by or constructed of non-corrosive material including polymer, epoxy, or fiberglass. Stainless Steel pipe support will also be acceptable. Locate supports and accessories to support pipe system at concentrated loads and in accordance with minimum suggested by MSS SP-69-66.

# 2.2. Pipe Saddles:

2.2.1. Provide pipe support saddles for pipe supported from the floor, unless otherwise indicated on the drawings.

#### 2.3. Wall Brackets:

2.3.1. Provide wall bracket supports for pipe located near walls and 8-feet or more above floor elevation or as indicated on the drawings. Provide wall brackets as shown on drawings.

#### 3. EXECUTION

#### 3.1.Installation:

- 3.1.1. Install supports capable of supporting the pipe for all service and testing conditions. Allow free expansion and contraction of the piping to prevent excessive stress resulting from service and testing conditions or from weight transferred from the piping or attached equipment.
- 3.1.2. Install pipe support system in accordance with highest industry practices, and in full accordance with manufacturer's recommendations. Adjust supports and hangers to allow for proper pitch of pipes.
- 3.1.3. Ensure design, materials of construction, and installation of pipe hangers, supports, guides, restraints, and anchors for chemical and waste piping are in accordance with ANSI B31.3, and MSS Standard SP-58 and SP-69, except where modified by this specification.
- 3.1.4. Check all physical clearances between piping, support system, and structure. Provide for vertical adjustment after erection.
- 3.1.5. Provide piping system exhibiting pulsation, vibration, swaying, or impact with suitable constraints to correct the condition. Movements from trap discharge, water hammer, and similar internal forces are included in this requirement. No system will be accepted until the adequacy and safety of the system is assured under all anticipated conditions of operation.
- Weld supports in accordance with the requirements of AWS Code D1.1 Structural Welding.
- 3.1.7. Locate piping and pipe supports as to not interfere with open accesses, walkways, platforms, and with maintenance or disassembly of equipment.
- 3.1.8. After erection of piping systems, and prior to pipe testing and flushing, inspect for adequacy of clearance for piping and supports.

- 3.1.9. Support pipes for lateral movement with clamps or brackets.
- 3.1.10. Provide 20-gauge galvanized steel pipe saddle for fiberglass and plastic support points to insure minimum contact width of 4-inches.

# 3.2. Support Spacing:

- 3.2.1. General: Locate pipe supports at maximum spacing scheduled unless indicated otherwise on the drawings. Provide at least one support for each length of pipe, at each change of direction and at each valve.
- 3.2.2. Steel, stainless steel, cast-iron, and ductile iron support schedule:

Pipe Sizes - In.	<u> Max Span – Ft.</u>
1.5 and less	5
2 thru 4	10
5 thru 8	15
10 and greater	20

3.2.3. Schedule 80 PVC support schedule:

Pipe Sizes - In.	<u>Max Span – Ft.</u>
1.5 and less	4.5
2 thru 4	6
5 thru 8	9
10 and greater	10

# 3.3. Welding:

- 3.3.1. Identify welding rods clearly identified meeting the requirements of ASTM and American Welding Society Standards.
- 3.3.2. Integral attachments include welded-on ears, shoes, plates, and angle clips. Ensure material for integral attachments is of good weld-able quality. Have preheating, welding, and post heat treating in accordance with Chapter V of ANSI B31 .3.

#### **END OF SECTION**

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

#### **SECTION 15190 MECHANICAL IDENTIFICATION**

#### 1. GENERAL

- 1.1. Related Documents
  - 1.1.1. Drawings and general provisions of Contract, including General and Supplementary Conditions and Specification sections, apply to work of this section.
- 1.2. Description of Work
  - 1.2.1. Extent of mechanical identification work required by this section is indicated on drawings and/or specified in other Division-15 sections.
  - 1.2.2. Types of identification devices specified in this section include the following:
    - 1.2.2.1. Painted Identification Materials.
    - 1.2.2.2. Plastic Pipe Markers.
    - 1.2.2.3. Plastic Tape.
    - 1.2.2.4. Plastic Duct Markers.
    - 1.2.2.5. Valve Tags.
    - 1.2.2.6. Valve Schedule Frames.
    - 1.2.2.7. Engraved Plastic-Laminate Signs.
    - 1.2.2.8. Plastic Equipment Markers.
    - 1.2.2.9. Plasticized Tags.
  - 1.2.3. Mechanical identification furnished as part of factory-fabricated equipment, is specified as part of equipment assembly in other Division-15 sections. Refer to other Division-15 sections for identification requirements at central-station mechanical control center; not work of this section.
- 1.3. Quality Assurance

- 1.3.1. Manufacturer's Qualifications: Firms regularly engaged in manufacturer of identification devices of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- 1.3.2. Codes and Standards:
  - 1.3.2.1. ANSI Standards: Comply with ANSI A 13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

#### 1.4. SUBMITIALS

- 1.4.1. Product Data: Submit manufacturer's technical product data and installation instructions for each identification material and device required.
- 1.4.2. Samples: Submit samples of each color, lettering style and other graphic representation required for each identification material or system.
- 1.4.3. Schedules: Submit valve schedule for each piping system, typewritten and reproduced on 8-1/2" x 11" bond paper. Tabulate valve number, piping system, system abbreviation (as shown on tag), location of valve (room or space), and variations for identification (if any). Mark valves which are intended for emergency shut-off and similar special uses, by special "flags", in margin of schedule.

#### 2. PRODUCTS

- 2.1. Acceptable Manufacturers
  - 2.1.1. Manufacturer: Subject to compliance with requirements, provide mechanical identification
  - 2.1.2. materials of one of the following:
    - 2.1.2.1. Allen Systems, Inc.
    - 2.1.2.2. Brady (W.H.) Co.; Signmark Div.
    - 2.1.2.3. Industrial Safety Supply Co., Inc.
    - 2.1.2.4. Seton Name Plate Corp.

#### 2.2. Mechanical Identification Materials

2.2.1. General: Provide manufacturer's standard products of categories and types required for each application as referenced in other Division-15 sections. Where more than single type is specified for application,

# SECTION 15190 MECHANICAL IDENTIFICATION (7/21/2014)

selection is Installer's option, but provides single selection for each product category.

# 2.3. Plastic Pipe Markers

- 2.3.1. Pressure-Sensitive Type: Provide manufacturer's standard pre-printed, permanent adhesive, color-coded, pressure-sensitive vinyl pipe markers, complying with ANSI A 13.1
- 2.3.2. Insulation: Furnish 1" thick molded fiberglass insulation with jacket for each plastic pipe marker to be installed on uninsulated pipes subjected to fluid temperatures of 125 degrees F (52 degrees C) or greater. Cut length to extend 2" beyond each end of plastic pipe marker.
- 2.3.3. Small Pipes: For external diameters less than 6"(including insulation if any), provide full-band pipe markers, extending 360 degrees around pipe at each location, fastened by one of the following methods:
  - 2.3.3.1. Snap-on application of pre-tensioned semi-rigid plastic pipe marker.
  - 2.3.3.2. Adhesive lap joint in pipe marker overlap.
  - 2.3.3.3. Laminated or bonded application of pipe marker to pipe (or insulation).
  - 2.3.3.4. Taped to pipe (or insulation) with color-coded plastic adhesive tape, not less than 3/4" wide; full circle at both ends of pipe marker, tape lapped 1-1/2".
- 2.3.4. Large Pipes: For external diameters of 6" and larger (including insulation if any), provide either full-band or strip-type pipe markers, but not narrower than 3 times letter height (and of required length), fastened by one of the following methods:
  - 2.3.4.1. Laminated or bonded application of pipe marker to pipe (or insulation).
  - 2.3.4.2. Taped to pipe (or insulation) with color-coded plastic adhesive tape, not less than 1-1/2" wide; full circle at both ends of pipe marker, tape lapped 3".
  - 2.3.4.3. Strapped-to-pipe (or insulation) application of semi-rigid type, with manufacturer's standard stainless steel bands.

- 2.3.5. Lettering: Manufacturer's standard pre-printed nomenclature which best describes piping system in each instance, as selected by Architect/Engineer in cases of variance with names as shown or specified.
- 2.3.6. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering (to accommodate both directions), or as a separate unit of plastic.

# 2.4. Plastic Tape

- 2.4.1. General: Provide manufacturer's standard color-coded pressure-sensitive (self-adhesive) vinyl tape, not less than 3 mils thick.
- 2.4.2. Width: Provide 1-1/2" wide tape markers on pipes with outside diameters (including insulation, if any) of less than 6", 2-1/2" wide tape for larger pipes.
- 2.4.3. Color: Comply with ANSI A 13.1, except where another color selection is indicated.

### 2.5. Valve Tags

- 2.5.1. Brass Valve Tags: Provide manufacturer's standard 2" diameter brass valve tags with printed enamel lettering, with piping system abbreviation in approximately 3/16" high letters and sequenced valve numbers approximately 3/8" high, and with 5/32" hole for fastener.
- 2.5.2. Valve Tag Fasteners: Provide manufacturer's standard solid brass chain (wire link or beaded type), or solid brass S- hooks of the sizes required for proper attachment of tags to valves, and manufactured specifically for that purpose.
- 2.5.3. Access Panel Markers: Provide manufacturer's standard 1/16" thick engraved plastic laminate access panel markers, with abbreviations and numbers corresponding to concealed valve. Include 1/8" center hole to allow attachment.

#### 2.6. Valve Schedule Frames

2.6.1. General: For each page of valve schedule, provide rigid plastic display frame, with screws for removable mounting on masonry walls. Provide frames of finished hardwood or extruded aluminum.

#### 2.7. Engraved Plastic-Laminate Signs

- 2.7.1. General: Provide engraving stock melamine plastic laminate, complying with FS L-P-387, in the sizes and thicknesses indicated, engraved with engraver's standard letter style of the sizes and wording indicated, black with white core (letter color) except as otherwise indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
- 2.7.2. Thickness: 1/16" for units up to 20 sq. in. or 8" length; 1/8" for larger units.
- 2.7.3. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate the substrate.

# 2.8. Lettering And Graphics

- 2.8.1. General: Coordinate names, abbreviations and other designations used in mechanical identification work, with corresponding designations shown, specified or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers or as required for proper identification and operation/maintenance of mechanical systems and equipment.
- 2.8.2. Multiple Systems: Where multiple systems of same generic name are shown and specified, provide identification which indicates individual system number as well as service (as examples; Boiler No.3, Air Supply No. 1H, Standpipe F12)

### 3. EXECUTION

- 3.1. General Installation Requirements
  - 3.1.1. Coordination: Where identification is to be applied to surfaces which require insulation, painting or other covering or finish, including valve tags in finished mechanical spaces, install identification after completion of covering and painting. Install identification prior to installation of acoustical ceilings and similar removable concealment.

# 3.2. Pipe System Identification

- 3.2.1. General: Install pipe markers of one of the following types on each system indicated to receive identification, and include arrows to show normal direction of flow:
  - 3.2.1.1. Plastic pipe markers, with application system as indicated under "Materials" in this section. Install on pipe insulation segment where required for hot non-insulated pipes.

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- 3.2.2. Locate pipe markers and color bands as follows wherever piping is exposed to view in occupied spaces, machine rooms, accessible maintenance spaces (shafts, tunnels, plenums) and exterior nonconcealed locations.
  - 3.2.2.1. Near each valve and control device.
  - 3.2.2.2. Near each branch, excluding short take-ofts for fixtures and terminal units; mark each pipe at branch, where there could be question of flow pattern.
  - 3.2.2.3. Near locations where pipes pass through walls or floors/ceilings, or enter non-accessible enclosures.
  - 3.2.2.4. At access doors, manholes and similar access points which permit view of concealed piping.
  - 3.2.2.5. Near major equipment items and other points of origination and termination.
  - 3.2.2.6. Spaced intermediately at maximum spacing of 25' along each piping run.
  - 3.2.2.7. On piping above removable acoustical ceilings.

#### 3.3. Valve Identification

- 3.3.1. General: Provide valve tag on every valve, cock and control device in each piping system; exclude check valves, valves within factory-fabricated equipment units, plumbing fixture faucets, convenience and lawn-watering hose bibs, and shut- off valves at plumbing fixtures, HVAC terminal devices and similar rough-in connections of end-use fixtures and units. List each tagged valve in valve schedule for each piping system.
  - 3.3.1.1. Tagging Schedule: Comply with requirements of "Valve Tagging Schedule" at end of this section.
  - 3.3.2. Mount valve schedule frames and schedules in machine rooms where indicated or, if not otherwise indicated, where directed by Architect/Engineer.
  - 3.3.2.1. Where more than one major machine room is shown for project, install mounted valve schedule in each major machine room, and repeat only main valves which are to be operated in conjunction with operations of more than single machine room.

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# 3.4. Mechanical Equipment Identification

- 3.4.1. General: Install engraved plastic laminate sign or plastic equipment marker on or near each major item of mechanical equipment and each operational device, as specified herein if not otherwise specified for each item or device. Provide signs for the following general categories of equipment and operational devices:
  - 3.4.1.1. Heaters.
  - 3.4.1.2. Pumps, compressors, blowers, and similar motor-driven units.
  - 3.4.1.3. Fans & blowers.
  - 3.4.1.4. Tanks and pressure vessels.
  - 3.4.1.5. Filters, treatment systems and similar equipment.

# 3.5. Adjusting And Cleaning

- 3.5.1. Adjusting: Relocate any mechanical identification device which has become visually blocked by work of this division or other divisions.
- 3.5.2. Cleaning: Clean face of identification devices, and glass frames of valve charts.

# **END OF SECTION**

# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

# SECTION 01660 SYSTEMS TESTING, ADJUSTING AND BALANCING

#### 1. GENERAL

#### 1.1. DESCRIPTION OF REQUIREMENTS

- 1.1.1. The CONTRACTOR shall be responsible for the testing, adjusting and balancing of all systems prior to placing them in service.
- 1.1.2. The operation, testing, adjustment and balancing shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified.

### 1.2. TESTING PRIOR TO SHIPMENT

1.2.1. Where individual sections require certain items of equipment to be tested prior to shipment from the manufacturer's plant, these items shall be operated to the extent necessary to generate certified performance data over the entire operating range of the equipment. The testing shall be conducted on the units, which will be shipped to and installed at the construction site.

#### 1.3. SERVICES OF MANUFACTURER'S REPRESENTATIVE

- 1.3.1. The CONTRACTOR shall arrange for a qualified service representative from each company manufacturing or supplying certain equipment, as listed on the Drawings, or in the Specifications, to perform the duties described.
- 1.3.2. After installation of the listed equipment has been completed and the equipment is presumably ready for operation, but before others operate it, the representative shall inspect, operate, test, adjust and balance the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:
  - 1.3.2.1. Soundness (without cracked or otherwise damaged parts).
  - 1.3.2.2. Completeness in all details, as specified.
  - 1.3.2.3. Correctness of setting, alignment, and relative arrangement of various parts.
  - 1.3.2.4. Adequacy and correctness of packing, sealing and lubricants.
- 1.3.3. On completion of his work, the manufacturer's or supplier's representative shall submit in triplicate to the ENGINEER a complete signed report of the result of his inspection, operation, adjustments, and tests. The report shall include detailed descriptions of the points inspected, tests and adjustments

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- made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance.
- 1.3.4. The report also shall include a certificate that the equipment conforms to the requirements of the Contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.
- 1.3.5. After the ENGINEER has reviewed the reports from the manufacturer's representatives, the CONTRACTOR shall make arrangements to have the manufacturer's representatives present when the field acceptance tests are made.
- 1.3.6. The manufacturer's representative shall remain on the job to instruct the OWNER's personnel in proper operation and maintenance and shall remain until the equipment is operating in a satisfactory manner.

# 2. PRODUCTS

Not Used

### 3. EXECUTION

#### 3.1. PRESSURE AND LEAKAGE TESTS

- 3.1.1. Tests shall be conducted in the presence of and to the satisfaction of the ENGINEER and of authorities having jurisdiction over the work. Not less than three days' notice shall be given prior to start of test.
- 3.1.2. Field pressure and leakage tests shall be conducted on the following:
  - 3.1.2.1. Process, instrumentation, sampling, chemical and vacuum piping
  - 3.1.2.2. Valves
- 3.1.3. Valves. Prior to applying the test pressure, the valves shall be opened and closed a minimum of six (6) times. Valves shall be tested by applying the test pressure upstream of the closed valve with the downstream at zero pressure. The test pressure shall hold for a period of two hours after the source of pressure has been removed.

#### 3.2. ENGINEER'S RIGHT TO RETESTING

3.2.1. Should the CONTRACTOR refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the ENGINEER may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.

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3.2.2. The costs for such tests shall be deducted from amounts owing to the CONTRACTOR and shall not be borne by the OWNER.
END OF SECTION
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# CARSON CITY PURCHASING & CONTRACTS ATTACHMENT B TECHNICAL SPECIFICATIONS

#### **SECTION 15430 EMERGENCY EYEWASH AND SHOWER**

# 1. GENERAL

- 1.1. Description of Work
  - 1.1.1. This section includes the furnishing and installing emergency eyewash and shower units with all the required appurtenances.
  - 1.1.2. The Contractor shall provide all labor, equipment, materials, tools, incidentals, and supervision to construct the emergency eyewash and shower units, including, but not limited to, the basic unit, piping and attachments, valves, and tests required to furnish complete and operable emergency eyewash system.

#### 1.2. Submittals

- 1.2.1. Contractor shall submit the following for each unit:
  - 1.2.1.1. Product Data
  - 1.2.1.2. Dimensional Drawing
  - 1.2.1.3. Parts List
  - 1.2.1.4. Operations and Maintenance Information

# 1.3. Warranty

- 1.3.1. Units shall be warranted free of defects for a minimum period of five (5) years. Any defects discovered in that period of time shall be repaired without cost to the Owner
- 1.4. Referenced Standards
  - 1.4.1. ANSI Z358.1 Standard for Emergency Eyewash and Shower Equipment

# 2. PRODUCTS

- 2.1. Corrosion Resistant Emergency Eyewash and Shower
  - 2.1.1. Configuration: Contractor shall provide a combination shower and eye/face wash featuring a 10-5/8" diameter ABS showerhead and an ABS eyewash receptor with twin ABS plastic wash heads. A pull rod shall activate the shower. A ball valve with flag shall activate the eye/face wash.

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#### 2.1.2. Fabrication:

- 2.1.2.1. Eyewash and shower shall be corrosion resistant PVC plastic.
- 2.1.2.2. Eye/face wash head shall feature inverted directional laminar flow control and shall have dust covers.
- 2.1.2.3. Unit shall include stainless steel shower and eyewash ball valves equipped with stainless steel ball and stem, green epoxy finish, schedule 80 PVC 2-1/2" floor flange, schedule 80 PVC plastic vertical piping, universal sign, 1-1/4" IPS supply, and 1-1/2" slip waste.
- 2.1.2.4. Shower Head: Model SP829 green ABS plastic 10-5/8" diameter showerhead with integral 20 gpm flow control.
- 2.1.2.5. Shower Valve: Model SP265 Type 316 stainless steel stay-open ball valve, equipped with a stainless steel ball and stem. Full flow occurs with pull-on lever. 1" FIPS.
- 2.1.2.6. Pull Rod: Model SP200, 28" long stainless steel pull rod with triangular handle.
- 2.1.2.7. The combined emergency eyewash and shower unit shall be a Model 8336 as manufactured by HAWS Corporation or approved equal.

#### 2.2. Freeze Protection Emergency Eyewash and Shower

2.2.1. Configuration: Contractor shall provide a combination shower and eye/face wash featuring a 10-5/8" diameter ABS showerhead and stainless steel 11" round bowl. Push plates shall activate the shower and eye/face wash.

#### 2.2.2. Fabrication:

- 2.2.2.1. Eyewash and shower shall be freeze protected by using self-draining bury valves or other approved equivalent method.
- 2.2.2.2. Eye/face wash shall feature anti-surge heads, integral flow control, and shall have dust covers.
- 2.2.2.3. Shower Head: Model SP829 green ABS plastic 10-5/8" diameter showerhead with integral 20 gpm flow control.

2.2.3. The combined emergency eyewash and shower unit shall be a Model 8300FP as manufactured by HAWS Corporation or approved equal.

# 3. EXECUTION

- 3.1. Installation
  - 3.1.1. Install equipment in conformance with the Manufacturer's instructions.
  - 3.1.2. Test the eyewash and shower to confirm proper operation.

# **END OF SECTION**

#### SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Building wires and cables rated 600 V and less.
- 2. Connectors, splices, and terminations rated 600 V and less.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type XHHW-2.
- C. Multiconductor Cable: Not allowed.
- D. VFC Cable:
  - 1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
  - 2. Type TC-ER with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, and sunlight- and oil-resistant outer PVC jacket.

#### 2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

#### 2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

#### PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

# 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Branch Circuits Exposed, Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

#### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Surface mount cables on finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables.

# 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

#### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and.
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

#### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

#### 3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

# 3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Test and Inspection Reports: Prepare a written report to record the following:
  - 1. Procedures used.
  - 2. Results that comply with requirements.
  - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.
- D. Replace cables which are considered defective.

END OF SECTION 260519

# SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Optical-fiber cabling.
- 2. UTP cabling.
- 3. RS-485 cabling.
- 4. Low-voltage control cabling.
- 5. Control-circuit conductors.
- 6. Identification products.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

#### 2.2 OPTICAL-FIBER CABLE

- A. Description: Multimode, laser-optimized, 12-fiber, tight-buffer, optical-fiber cable.
  - 1. Comply with ICEA S-83-596 for mechanical properties.
  - 2. Comply with TIA-568-C.3 for performance specifications.
  - 3. Comply with TIA-492AAAA-B for detailed specifications.
  - 4. Maximum Attenuation: 3.5 dB/km at 850 nm; 1.5 dB/km at 1300 nm.
  - 5. Minimum Modal Bandwidth: 160 MHz-km at 850 nm; 500 MHz-km at 1300 nm.

#### B. Jacket:

- 1. Jacket Color: Orange.
- 2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-C.
- 3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).

#### 2.3 OPTICAL-FIBER CABLE HARDWARE

- A. Patch Panels: Modular panels housing multiple-numbered, duplex cable connectors.
  - 1. Number of Connectors per Field: One for each fiber of cable or cables assigned to field, plus spares and blank positions adequate to suit specified expansion criteria.
- B. Patch Cords: Factory-made, dual-fiber cables in 36-inch (900-mm) lengths.
- C. Cable Connecting Hardware:
  - 1. Comply with Optical-Fiber Connector Intermateability Standards (FOCIS) specifications of TIA-604-2-B, TIA-604-3-B, and TIA/EIA-604-12. Comply with TIA-568-C.3.
  - 2. Quick-connect, simplex and duplex, Type SC connectors. Insertion loss of not more than 0.75 dB.
  - 3. Type SFF connectors may be used in termination racks, panels, and equipment packages.

# 2.4 UTP CABLE

- A. Description: 100-ohm, four-pair UTP.
  - 1. Comply with ICEA S-90-661 for mechanical properties of Category 5e cables.
  - 2. Comply with ICEA S-102-700 for mechanical properties of Category 6 cables.
  - 3. Comply with TIA-568-C.1 for performance specifications.
  - 4. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with NFPA 70 for the following types:
    - a. Communications, General Purpose: Type CM in metallic conduit installed per NFPA 70.

#### 2.5 UTP CABLE HARDWARE

- A. General Requirements for Cable Connecting Hardware: Comply with TIA/EIA-568-C.2, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.
- B. Jacks and Jack Assemblies: 100-ohm, balanced, twisted-pair connector; four-pair, eight-position modular. Comply with TIA/EIA-568-C.1.
- C. Patch Cords: Factory-made, four-pair cables in 36-inch (900-mm) lengths; terminated with eight-position modular plug at each end.
  - 1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure Category 6 performance. Patch cords shall have latch guards to protect against snagging.
  - 2. Patch cords shall have color-coded boots for circuit identification.

# D. Legend:

1. Factory labeled by silk-screening or engraving.

#### 2.6 RS-485 CABLE

- A. Plenum-Rated Cable: NFPA 70, Type CMP.
  - 1. Paired, No. 22 AWG, stranded (7x30) tinned-copper conductors.
  - 2. Fluorinated ethylene propylene insulation.
  - 3. Unshielded.
  - 4. Fluorinated ethylene propylene jacket.
  - 5. Flame Resistance: NFPA 262.

#### 2.7 LOW-VOLTAGE CONTROL CABLE

- A. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.
  - 1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
  - 2. PVC insulation.
  - 3. Unshielded.
  - 4. PVC jacket.
  - 5. Flame Resistance: Comply with NFPA 262.

#### 2.8 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type XHHW-2, in raceway.
- B. Class 2 Control Circuits: Stranded copper, Type XHHW-2, in raceway.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type XHHW-2, in raceway.

# 2.9 SOURCE QUALITY CONTROL

- A. Factory test UTP cables according to TIA-568-C.2.
- B. Factory test optical-fiber cables according to TIA-568-C.3.
- C. Cable will be considered defective if it does not pass tests and inspections.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Test cables on receipt at Project site.
  - 1. Test optical-fiber cable to determine the continuity of the strand end to end. Use optical loss test set.
  - 2. Test each pair of UTP cable for open and short circuits.

- B. Comply with TIA-569-B for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.

#### 3.2 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1 and NFPA 70.
- B. General Requirements for Cabling:
  - 1. Comply with TIA-568-C Series of standards.
  - 2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems."
  - 3. Terminate all conductors and optical fibers; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and patch panels.
  - 4. Cables may not be spliced.
  - 5. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
  - 6. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Install lacing bars and distribution spools.
  - 7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  - 8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
  - 9. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Monitor cable pull tensions.
  - 10. Support: Do not allow cables to lie on removable ceiling tiles.
  - 11. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.

#### C. UTP Cable Installation:

- 1. Comply with TIA-568-C.2.
- 2. Install termination hardware unless otherwise indicated.
- 3. Do not untwist UTP cables more than 1/2 inch (12 mm) at the point of termination to maintain cable geometry.

# D. Optical-Fiber Cable Installation:

- 1. Comply with TIA-568-C.3.
- 2. Terminate cable on connecting hardware that is rack or cabinet mounted.

#### 3.3 REMOVAL OF CONDUCTORS AND CABLES

A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified for future use with a tag.

#### 3.4 CONTROL-CIRCUIT CONDUCTORS

#### A. Minimum Conductor Sizes:

- 1. Class 1 remote-control and signal circuits; No 14 AWG.
- 2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
- 3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

#### 3.5 FIRESTOPPING

- A. Comply with TIA-569-B, Annex A, "Firestopping."
- B. Comply with BICSI TDMM, "Firestopping" Chapter.

#### 3.6 GROUNDING

A. For data communication wiring, comply with ANSI-J-STD-607-A and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.

#### 3.7 IDENTIFICATION

A. Identify data and communications system components, wiring, and cabling according to TIA-606-A; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.

#### 3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Visually inspect UTP and optical-fiber cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
  - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
  - 3. Test UTP cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not after cross-connection.
    - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified

in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

- 4. Optical-Fiber Cable Tests:
  - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.0. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
  - b. Link End-to-End Attenuation Tests:
    - 1) Multimode Link Measurements: Test at 850 or 1300 nm in one direction according to TIA/EIA-526-14-A, Method B, One Reference Jumper.
    - 2) Attenuation test results for links shall be less than 2.0 dB.
- B. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- D. Replace all cabling which is considered defective.
- E. Prepare test and inspection reports.

END OF SECTION 260523

#### SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

#### PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### 2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

#### 2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

#### PART 3 - EXECUTION

#### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 12 AWG minimum.
  - 1. Bury at least 24 inches (600 mm) below grade.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.

#### 3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Single-phase motor and appliance branch circuits.
  - 5. Three-phase motor and appliance branch circuits.
  - 6. Flexible raceway runs.
  - 7. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- C. Water Heater Cables: Install a separate insulated equipment grounding conductor to each electric water heater cable. Bond conductor to heater units, piping, connected equipment, and components.

#### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

# 3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

END OF SECTION 260526

#### SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Hangers and supports for electrical equipment and systems.
- 2. Construction requirements for concrete bases.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Hangers and supports shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the supported equipment and systems will remain in place without separation of any parts when subjected to the seismic forces specified.
  - 2. Component Importance Factor: 1.0.

### 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 1. Material: Stainless Steel, Grade 304.
  - 2. Channel Width: 1-5/8 inches (41.25 mm).
  - 3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  - 4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  - 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  - 6. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
  - 7. Channel Dimensions: Selected for applicable load criteria.
- B. Conduit and Cable Support Devices: Stainless-steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  - 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  - 4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  - 5. Toggle Bolts: Stainless-steel springhead type.
  - 6. Hanger Rods: Threaded steel.

#### 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

## PART 3 - EXECUTION

# 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems unless requirements in this Section are stricter.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs, IMCs, and RMCs as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

#### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

#### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

#### 3.4 PAINTING

A. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

#### END OF SECTION 260529

#### SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Direct-buried conduit, ducts, and duct accessories.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For ducts and conduits and their accessories.

## 1.3 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

#### 1.4 FIELD CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted by Construction Manager, and then only after arranging to provide temporary electrical service.
- B. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

### PART 2 - PRODUCTS

# 2.1 GENERAL REQUIREMENTS FOR DUCTS AND RACEWAYS

A. Comply with ANSI C2.

#### 2.2 CONDUIT

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.
- B. RNC: NEMA TC 2, Type EPC-80-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

#### **PART 3 - EXECUTION**

#### 3.1 UNDERGROUND DUCT APPLICATION

A. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-80-PVC, in direct-buried duct bank unless otherwise indicated.

#### 3.2 DUCT INSTALLATION

- A. Install ducts according to NEMA TCB 2.
- B. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes, to drain in both directions.
- C. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches (1200 mm), both horizontally and vertically, at other locations unless otherwise indicated.
- D. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- E. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet (3 m) outside the building wall, without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition.
- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.
- G. Pulling Cord: Install 100-lbf- (450-N-) test nylon cord in empty ducts.

#### H. Direct-Buried Duct Banks:

- 1. Excavate trench bottom to provide firm and uniform support for duct bank.
- 2. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
- 3. Space separators close enough to prevent sagging and deforming of ducts, with not less than four spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches (150 mm) between tiers.
- 4. Depth: Install top of duct bank at least 24 inches (900 mm) below finished grade unless otherwise indicated.
- 5. Set elevation of bottom of duct bank below frost line.
- 6. Install ducts with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and signal ducts.

- 7. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
  - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
- 8. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches (100 mm) over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction.
  - a. Place minimum 3 inches (75 mm) of sand as a bed for duct bank. Place sand to a minimum of 6 inches (150 mm) above top level of duct bank.
- I. Warning Tape: Bury warning tape approximately 12 inches (300 mm) above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

### 3.3 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

### END OF SECTION 260543

# SECTION 260544 - SLEEVES AND SEALS FOR ELECTRICAL RACEWAYS AND CABLING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
- 2. Sleeve-seal systems.
- 3. Sleeve-seal fittings.
- 4. Grout.
- 5. Silicone sealants.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### PART 2 - PRODUCTS

#### 2.1 SLEEVES

#### A. Wall Sleeves:

- 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
- 2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. Sleeves for Rectangular Openings:
  - 1. Material: Galvanized sheet steel.
  - 2. Minimum Metal Thickness:
    - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
    - b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

#### 2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  - 1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
  - 2. Pressure Plates: Stainless steel.
  - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

## 2.3 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

#### 2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

## 2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
  - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
  - 2. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

#### **PART 3 - EXECUTION**

#### 3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
  - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
  - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
  - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

#### 3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

#### 3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

#### SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Identification for raceways.
- 2. Identification of power and control cables.
- 3. Identification for conductors.
- 4. Underground-line warning tape.
- 5. Warning labels and signs.
- 6. Instruction signs.
- 7. Equipment identification labels.
- 8. Miscellaneous identification products.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1[ and IEEE C2].
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

## 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage.
- B. Warning labels and signs shall include, but are not limited to, the following legends:

- 1. Multiple Power Source Warning: "DANGER ELECTRICAL SHOCK HAZARD EOUIPMENT HAS MULTIPLE POWER SOURCES."
- 2. Workspace Clearance Warning: "WARNING OSHA REGULATION AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

#### 2.3 LABELS

A. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

#### B. Self-Adhesive Labels:

- 1. Preprinted, 3-mil- (0.08-mm-) thick, polyester flexible label with acrylic pressure-sensitive adhesive.
- 2. Polyester, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
  - a. Nominal Size: 3.5-by-5-inch (76-by-127-mm).

#### 2.4 TAPES AND STENCILS:

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
- C. Underground-Line Warning Tape
  - 1. Tape:
    - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
    - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
    - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

## 2. Color and Printing:

- a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
- b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE"
- c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".
- 3. Tag: Type ID:

- a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, compounded for direct-burial service.
- b. Width: 3 inches (75-mm).
- c. Overall Thickness: 5 mils (0.125 mm).
- d. Foil Core Thickness: 0.35 mil (0.00889 mm).
- e. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
- f. Tensile according to ASTM D 882: 70 lbf (311.3 N) and 4600 psi (31.7 MPa).

# 2.5 Tags

- A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- B. Nonmetallic Preprinted Tags: Polyethylene tags, 0.015 inch (0.38 mm) thick, color-coded for phase and voltage level, with factory printed permanent designations; punched for use with self-locking cable tie fastener.

# 2.6 Signs

- A. Laminated Acrylic or Melamine Plastic Signs:
  - 1. Engraved legend.
  - 2. Thickness:
    - a. For signs up to 20 sq. inches (129 sq. cm), minimum 1/16-inch- (1.6-mm-).
    - b. For signs larger than 20 sq. inches (129 sq. cm), 1/8 inch (3.2 mm) thick.
    - c. Engraved legend with white letters on a black background.
    - d. Punched or drilled for mechanical fasteners.
    - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

#### 2.7 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 deg F (23 deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
  - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  - 4. Color: Black, except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch (5 mm).

- 2. Tensile Strength at 73 deg F (23 deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
- 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
- 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, self-locking.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 deg F (23 deg C) according to ASTM D 638: 7000 psi (48.2 MPa).
  - 3. UL 94 Flame Rating: 94V-0.
  - 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
  - 5. Color: Black.

#### 2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- D. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- E. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.
- F. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.

#### 3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m) maximum intervals.

- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use industry standard colors for ungrounded branch-circuit conductors.
    - a. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive, self-laminating polyester labels with the conductor or cable designation, origin, and destination.
- D. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with the conductor designation.
- E. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- F. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker-tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- G. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
  - 1. Limit use of underground-line warning tape to direct-buried cables.
  - 2. Install underground-line warning tape for direct-buried cables and cables in raceways.
- H. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
  - 1. Comply with 29 CFR 1910.145.
  - 2. Identify system voltage with black letters on an orange background.
  - 3. Apply to exterior of door, cover, or other access.
  - 4. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
    - a. Power-transfer switches.

- b. Controls with external control power connections.
- J. Arc Flash Warning Labeling: Self-adhesive thermal transfer vinyl labels.
  - 1. Comply with NFPA 70E and ANSI Z535.4.
- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  - 1. Labeling Instructions:
    - a. Indoor Equipment: Self-adhesive label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless labels are provided with self-adhesive means of attachment, fasten them with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

END OF SECTION 260553



# 2014 PREVAILING WAGE RATES CARSON CITY

**DATE OF DETERMINATION: October 1, 2013** 

# APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014\*

\*Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As <u>Amendments/Addenda</u> are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

AIR BALANCE TECHNICIAN

**ALARM INSTALLER** 

**BOILERMAKER** 

BRICKLAYER

**CARPENTER** 

**CEMENT MASON** 

ELECTRICIAN-COMMUNICATION TECH.

**ELECTRICIAN-LINE** 

**ELECTRICIAN-NEON SIGN** 

**ELECTRICIAN-WIREMAN** 

**ELEVATOR CONSTRUCTOR** 

FENCE ERECTOR

**FLAGPERSON** 

FLOOR COVERER

**GLAZIER** 

**HIGHWAY STRIPER** 

HOD CARRIER-BRICK MASON

HOD CARRIER-PLASTERER TENDER

**IRON WORKER** 

**LABORER** 

MECHANICAL INSULATOR

**MILLWRIGHT** 

**OPERATING ENGINEER** 

OPERATING ENG. STEEL FABRICATOR/ERECTOR

**OPERATING ENGINEER-PILEDRIVER** 

**PAINTER** 

PILEDRIVER (NON-EQUIPMENT)

**PLASTERER** 

PLUMBER/PIPEFITTER

**REFRIGERATION** 

**ROOFER** (Does not include sheet metal roofs)

SHEET METAL WORKER

**SPRINKLER FITTER** 

**SURVEYOR** (NON-LICENSED)

**TAPER** 

TILE /TERRAZZO WORKER/MARBLE MASON

TRAFFIC BARRIER ERECTOR

TRUCK DRIVER

WELL DRILLER

LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)

SOIL TESTER (CERTIFIED)

SOILS AND MATERIALS TESTER

# PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

# NRS 338.010(21) "Wages" means:

- (a) The basic hourly rate of pay; and
- (b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

2013-2014 Prevailing Wage Rates - Carson City County

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CRAFT	RATE
AIR BALANCE TECHNICIAN	ADD SHEET METAL ZONE RATE

Air Balance-Journeyman51.24Air Balance-Foreman54.10Air Balance-General Foreman56.97

**ALARM INSTALLER** 

Alarm Installer-Journeyman 31.37

**BOILERMAKER** 

Boilermaker 65.94

BRICKLAYER <u>ADD ZONE RATE</u>

Bricklayer-Journeyman 34.78 Bricklayer-Foreman 36.03 Bricklayer-General Foreman 37.78

CARPENTER ADD ZONE RATE

Carpenter-Journeyman 39.55 Carpenter-Foreman 42.30

CEMENT MASON ADD ZONE RATE

Cement Mason-Journeyman 35.40 Cement Mason-Foreman 37.65

ELECTRICIAN COMMUNICATION
TECHNICIAN

ADD ZONE RATE

Communication Technician-Installer31.37Communication Technician34.68Communication-Senior Technician37.25

**ELECTRICIAN-LINE** 

Electrician-Groundman 43.95

Electrician-Lineman	65.03
Electrician-Foreman	70.71
Electrician-General Foreman	76.44
Heavy Equipment Operator	53.75

### **ELECTRICIAN-NEON SIGN**

Electrician-Neon Sign 47.28

ELECTRICIAN-WIREMAN	ADD ZONE RATE	
Wireman	51.62	
Cable Splicer	55.43	

Wireman-Foreman 55.43 Wireman-General Foreman 59.24

# **ELEVATOR CONSTRUCTOR**

Elevator Constructor-Journeyman Mechanic 87.91 Elevator Constructor-Mechanic in Charge 95.74

## FENCE ERECTOR

Fence Erector 42.57

# FLAGPERSON ADD LABORER ZONE RATE

Flagperson 28.70

# FLOOR COVERER

Floor Coverer-Journeyman 36.89 Floor Coverer-Foreman 39.43

**GLAZIER** 

Glazier 19.50

# HIGHWAY STRIPER ADD LABORER ZONE RATE

Highway Striper 34.32

HOD CARRIER-BRICK MASON TENDER	ADD ZONE RATE
Brick Mason-Journeyman	30.47
Brick Mason-Foreman	30.97
HOD CARRIER-PLASTER TENDER	ADD ZONE RATE
Plasterer Tender-Journeyman	35.01
Plasterer-Gun Tender	36.01
Plasterer Tender-Foreman	36.37
IRON WORKER	
Ironworker-Journeyman	59.30
Ironworker-Foreman	62.60
Ironworker-General Foreman	66.23
LABORER SEE GROUP CLASSIFICATIONS	ADD ZONE RATE
Landscaper	26.41
Furniture Mover	27.91
Group 1	31.57
Group 1A	28.70
Group 2	31.67
Group 3	31.82
Group 4	32.07
Group 4A	33.32
Group 5	32.37
Group 6	
Nozzlemen, Rodmen	32.37
Gunmen, Materialmen	32.07
Reboundmen	31.72
Gunite Foremen	32.77
MECHANICAL INSULATOR	ADD ZONE RATE
Mechanical Insulator-Mechanic	58.43
Mechanical Insulator-Foreman	61.71

2013-2014 Prevailing Wage Rates – Carson City County

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Mechanical Insulator-General Foreman 64.99

# MILLWRIGHT ADD ZONE RATE

Millwright 53.26

# OPERATING ENGINEER SEE CROUP CLASSIFICATIONS ADD ZONE RATE

SEE GROUP CLASSIFICATIONS	HDD ZONE KITE
Group 1	44.74
Group 1A	47.50
Group 2	48.03
Group 3	48.30
Group 4	49.04
Group 5	49.34
Group 6	49.51
Group 7	49.76
Group 8	50.35
Group 9	50.67
Group 10	51.02
Group 10A	51.21
Group 11	51.47
Group 11A	53.09
Group 11B	53.90
Foreman	
A 1 1 70/ + 1	

Add 7% to base rate for "Second" Shift Add 12.5% to base rate for "Special" shift

# OPERATING ENGINEER-STEEL

FABRICATOR & ERECTOR	ADD ZONE RATI
SEE GROUP CLASSIFICATIONS	
Group 1	60.04
Group 1 Truck Crane Oiler	53.87
Group 1 Oiler	51.91
Group 2	58.53
Group 2 Truck Crane Oiler	53.62

Group 2 Oiler	51.70
Group 3	57.29
Group 3 Truck Crane Oiler	53.40
Group 3 Oiler	51.48
Group 3 Hydraulic	53.07
Group 4	55.56
Group 5	54.46
Add 7% to base rate for "Second" Shift	
Add 12.5% to base rate for "Special" Shift	

OPERATING ENGINEER -PILEDRIVER SEE GROUP CLASSIFICATIONS	ADD ZONE RATE
Group 1	59.51
Group 1 Truck Crane Oiler	54.05
Group 1 Oiler	52.13
Group 2	57.97
Group 2 Truck Crane Oiler	53.84
Group 2 Oiler	51.93
Group 3	56.52
Group 3 Truck Crane Oiler	53.62
Group 3 Oiler	51.70
Group 4	55.01
Group 5	53.90
Group 6	52.79
Group 7	51.83
Group 8	50.87
Add 7% to base for "Second" Shift	
Add 12.5% to base for "Special" Shift	

# **PAINTER**

Brush/Roller Painter	33.49
Spray Painter/Paperhanger	34.34
Sandblaster	34.84

Structural Steel & Steeplejack	35.34
Swing Stage	36.34
Special Coating Application-Brush	34.84
Special Coating Application-Spray	35.34
Special Coating Application-Spray Steel	35.59
Foreman	\$1.00 above highest Journeyman

## **PILEDRIVER**

Piledriver-Journeyman	50.80
Piledriver-Foreman	40.30

# PLASTERER ADD ZONE RATE

Plasterer-Journeyman	36.37
Plasterer-Foreman	38.62

## PLUMBER/PIPEFITTER

Plumber-Journeyman	45.20
Plumber-Foreman	48.16
Plumber-General Foreman	51.11

# REFRIGERATION

Refrigeration-Journeyman 34.89

# **ROOFER** (Does not include sheet metal roofs)

Roofer 20.45

# SHEET METAL WORKER ADD ZONE RATE

Sheet Metal-Journeyman	51.24
Sheet Metal-Foreman	54.10
Sheet Metal-General Foreman	56.97

## **SPRINKLER FITTER**

Sprinkler Fitter-Journeyman 58.42

Sprinkler Fitter-Foreman 60.97 Sprinkler Fitter-General Foreman 63.42

**SURVEYOR ADD ZONE RATE** 

48.36 Surveyor

**TAPER** 

**Taper** 38.16

TILE SETTER/TERRAZZO **WORKER/MARBLE MASON-FINISHER** 

Tile, Terrazzo and Marble Finisher 26.37

TILE SETTER/TERRAZZO **ADD ZONE RATE** WORKER/MARBLE MASON

Tile Setter-Journeyman 34.67 Tile Setter-Foreman 35.92 Tile Setter-General Foreman 37.67 36.17 Terrazzo/Marble Mason-Journeyman Terrazzo/Marble Mason-Foreman 37.42

Terrazzo/Marble Mason-General Foreman 39.17

TRAFFIC BARRIER ERECTOR **ADD LABORER ZONE RATE** 

**Traffic Barrier Erector** 31.57

TRUCK DRIVER

Truck Driver 20.80

WELL DRILLER

Well Driller 30.82

LUBRICATION AND SERVICE ENGINEER ADD OPERATING ENG. ZONE RATE (MOBILE AND GREASE RACK)

Lubrication and Service Engineer (mobile and 49.51

grease rack)

# **SOIL TESTER (CERTIFIED)**

Soil Tester (Certified) 60.59

# SOILS AND MATERIALS TESTER

Soils and Materials Tester 60.59

# Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

- 1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
- 2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
- 3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
- 4. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
- 5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
  - Amendments to the prevailing wage determinations;
  - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

## **AIR BALANCE TECHNICIAN**, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

## **ALARM INSTALLER**, includes but is not limited to:

- 1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
- 2. Installing of wiring and signaling units;
- 3. Repairing electrical protective signaling systems
- 4. Starting up, programming and documenting systems;

### **BOILERMAKER**, includes but is not limited to:

- 1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
- 2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
- 3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces:
- 4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

#### **BRICKLAYER**, includes but is not limited to:

- 1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
- 2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
- 3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
- 4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
- 5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

#### **CARPENTER**, includes but is not limited to:

- 1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
- 2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
- 3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
- 4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
- 5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;

- 6. Constructing all wood panel forms and frame wall;
- 7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
- 8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
- 9. Shaping, cutting and planing by any means if done by hand or machine.

## **CEMENT MASON**, includes but is not limited to:

- 1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
- 2. Patching holes with fresh concrete or an epoxy compound;
- 3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
- 4. Setting of curb and gutter forms one board high;

#### **ELECTRONIC COMMUNICATION TECHNICIAN**, includes but is not limited to:

- 1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
- 2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
- 3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
- 4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
- 5. Disassembling equipment to adjust, repair or replace parts using hand tools;
- 6. Starting up, programming and documenting systems;
- 7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

## **ELECTRICIAN LINEMAN**, includes but is not limited to:

- 1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
- 2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
- 3. Climbing erected poles or towers and installing equipment such as transformers

4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

#### **ELECTRICIAN GROUNDMAN**, includes but is not limited to:

- 1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
- 2. Loading and unloading of materials and equipment used by electrician lineman.
- 3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

#### **ELECTRICIAN-NEON SIGN**, includes but is not limited to:

- 1. Installing, servicing and repairing plastic, neon and illuminated signs;
- 2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
- 3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
- 4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

#### **ELECTRICIAN WIREMAN**, includes but is not limited to:

- 1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
- 2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
- 3. Pulling wiring through conduit;
- 4. Splicing wires;
- 5. Connecting wiring to lighting fixtures and power equipment;
- 6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
- 7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
- 8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
- 9. As necessary, cutting and welding steel structural members;

#### **ELEVATOR CONSTRUCTOR**, includes but is not limited to:

- 1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
- 2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
- 3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

#### **FENCE ERECTOR**, includes but is not limited to:

- 1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
- 2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
- 3. Digging post holes with a spade, post hole digger or power driven auger;
- 4. Aligning posts through the use of lines or by sighting;
- 5. Verifying vertical alignment of posts with a plumb bob or spirit level;

#### **FLAG PERSON**, includes but is not limited to:

- 1. Directing movement of vehicular traffic through construction projects;
- 2. Distributing traffic control signs and markers along site in designated pattern;
- 3. Informing drivers of detour routes through construction sites;

#### **FLOOR COVERER**, includes but is not limited to:

- 1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
- 2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
- 3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
- 4. Rolling finished floors to smooth the floor and press cement into base and covering;
- 5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

#### **GLAZIER**, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;

- 2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
- 3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
- 4. Loading and arranging of glass on trucks at the site of the public work;

#### **HIGHWAY STRIPER**, includes but is not limited to:

- 1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
- 2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

#### **HOD CARRIER-BRICK MASON TENDER**, includes but is not limited to:

- 1. Tending to or assisting brick masons, bricklayers and stonemasons;
- 2. Mixing, packing, wheeling and tempering mortar and fire clay;
- 3. Mixing, supplying and holding materials or tools;
- 4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
- 5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
- 6. Hanging cables and placing putlogs;
- 7. Carrying bricks and mortar in a hod;
- 8. Cleaning work area and equipment of bricklayers and stone masons

#### **HOD CARRIER-PLASTERER TENDER**, includes but is not limited to:

- 1. Serving Plasterers in any capacity;
- 2. Handling materials after the materials are delivered as used by a Plasterer;
- 3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
- 4. Building mortar boxes, mortar boards and stands.

#### **IRONWORKER**, includes but is not limited to:

- 1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
- 2. Setting up hoisting equipment for raising and placing structural steel members;
- 3. Fastening steel members to cable of hoist, using chains, cable or rope;
- 4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;

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- 5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
- 6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
- 7. Cutting and welding steel members;
- 8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
- 9. Installing corrugated sheets when attached to steel frames;
- 10. Stud welding of all iron, steel and metal to structural steel;
- 11. Handling and setting of steel and metal joists;
- 12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
- 13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction:

#### **LABORER**, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

#### MARBLE MASON, includes but is not limited to:

- 1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
- 2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
- 3. Drilling holes in marble slabs and attaching brackets;
- 4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
- 5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire:
- 6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
- 7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
- 8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
- 9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

#### **MECHANICAL INSULATOR,** includes but is not limited to:

- 1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
- 2. Installing blown-on insulation on pipe and machinery;
- 3. Lining of mechanical room surfaces and air handling shafts;
- 4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
- 5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
- 6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
- 7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
- 8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

#### MILLWRIGHT, includes but is not limited to:

- 1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
- 2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
- 3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
- 4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
- 5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
- 6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

#### **OPERATING ENGINEER**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

**PAINTER**, includes but is not limited to:

- 1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
- 2. Application of wall coverings/wall paper;
- 3. Removing old paint to prepare surfaces before painting the surface;
- 4. Mixing colors or oils to obtain desired color or consistency;
- 5. Sanding surfaces between coats and polishing final coat to a specified finish;
- 6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
- 7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
- 8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

#### PILEDRIVER, includes but is not limited to:

- 1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
- 2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
- 3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures:

#### **PIPEFITTER**, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

#### **PLASTERER**, includes but is not limited to:

- 1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction:
- 2. Creating decorative textures in finish coat by using sand, pebbles or stones;

- 3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco:
- 4. Applying weatherproof, decorative covering to exterior surfaces of a building;
- 5. Molding and installing ornamental plaster pieces, panels and trim;
- 6. Directing workers to mix plaster to a desired consistency;
- 7. Assembly of EFIS panels;
- 8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
- 9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
- 10. All plaster or synthetic finishes applied to Foam Architectural Elements

#### **PLUMBER**, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

#### **REFRIGERATION MECHANIC**, includes but is not limited to:

- 1. Installing and repairing industrial and commercial refrigeration systems;
- 2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
- 3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
- 4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
- 5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
- 6. Fabricating and assembling components and structural portions of a refrigeration system;

#### **ROOFER**, includes but is not limited to:

- 1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
- 2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
- 3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
- 4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
- 5. All types of preformed panels used in waterproofing;
- 6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
- 7. The tear-off and/or removal of roofing and roofing materials;

#### SHEET METAL WORKER, includes but is not limited to:

- 1. Fabricating, assembling, dismantling, installing or repairing:
  - Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
  - Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
  - o Air-veyor and air-handling systems, regardless of materials used;
- 2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
- 3. Shaping metal over anvils, blocks or forms using a hammer;
- 4. Operating soldering and welding equipment to join sheet metal parts;
- 5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
- 6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

#### **SPRINKLER FITTER.** includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

**SURVEYOR**, includes but is not limited to:

- 1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
- 2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
- 3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
- 4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

#### **TAPER**, includes but is not limited to:

- 1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
- 2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
- 3. Filling cracks and holes in walls and ceilings with sealing compound;
- 4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;
- 5. Coating of joint compound or taping mud;

#### **TERRAZZO WORKER**, includes but is not limited to:

- 1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
- 2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
- 3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
- 4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
- 5. Pre-casting terrazzo blocks in wooden forms

#### **TILE SETTER.** includes but is not limited to:

- 1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;
- 2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
- 3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
- 4. Leveling and plumbing tiles to a specified grade

#### TILE, TERRAZZO AND MARBLE FINISHER, includes but is not limited to:

- 1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
- 2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
- 3. Cleaning installed tile, terrazzo and tile surfaces;
- 4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
- 5. Grinding and polishing tile, terrazzo and marble;
- 6. Assisting a tile setter, terrazzo worker or marble setter;

#### **TRAFFIC BARRIER ERECTOR**, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

#### TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

#### **WELL DRILLER**, includes but is not limited to:

- 1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells:
- 2. Extending stabilizing jackscrews to support and level a drilling rig;
- 3. Installing water well pumps;
- 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

#### **GROUP CLASSIFICATIONS**

#### **LABORER**, includes but is not limited to:

#### Group 1

All cleanup work of debris, grounds, and building including windows and tile

Dumpmen or Spotter (other than asphalt)

Handling and Servicing of Flares, Watchmen

General Laborer

Guide Posts and Highway Signs

Guardrail Erection and Dismantling

Limber, Brushloader and Piler

Pavement Marking and Highway Striping

Traffic Control Supervisor

#### Group 2

Choker setter or Rigger (clearing work only) Pittsburgh

Chipper and similar type brush shredders

Concrete worker (wet or dry) all concrete work not listed in Group 3

Crusher or Grizzly Tender

**Greasing Dowels** 

Guinea Chaser (Stakemen)

Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading,

(Carrying and handling of all rods and material for use in reinforcing concrete

Railroad Trackmen (maintenance, repair or builders)

Sloper

Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

#### Group 3

Asphalt Workers (Ironers, Shovelers, Cutting Machine)

Buggymobile

Chainsaw, Faller, Logloader and Bucker

Compactor (all types)

Concrete Mixer under 1/2 yard

Concrete Pan Work (Breadpan type), handling, cleaning\stripping

Concrete Saw, Chipping, Grinding, Sanding, Vibrator

Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer

Curbing or Divider machine

Curb Setter (precast or cut)

Ditching Machine (hand-guided)

Drillers Helper, Chuck Tender

Form Raiser, Slip Forms

Grouting of Concrete Walls, Windows and Door Jams

Headerboardmen

Jackhammer, Pavement Breaker, Air Spade

Mastic Worker (wet or dry)

Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials

All Power Tools (air, gas, or electric), Post Driver

Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry

Rototiller

Rigging and Signaling in connection with Laborers' work

Sandblaster, Potmen, Gunmen or Nozzlemen

Vibra-screed

Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

# Group 4

Burning and Welding in connection with Laborers' work

Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers.

Mechanical Drillers on Multiple Units

High scalers

Concrete pump operator

Heavy Duty Vibrator with Stinger 5" diameter or over

Pipelayer, Caulker and Bander

Pipelayer-waterline, Sewerline, Gasoline, Conduit

Cleaning of Utility Lines

Slip Lining of Utility Lines (including operation of Equipment)

TV Monitoring and Grouting of Utility Lines

Asphalt Rakers

#### Group 4A

#### Foreman

#### Group 5

**Construction Specialists** 

Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing

Asbestos removal

Lead abatement

Hazardous waste

Material removal

#### Group 6

Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

#### **OPERATING ENGINEER**, includes but is not limited to:

#### Group 1

**Engineer Assistant** 

#### Group 1A

Heavy Duty Repairman Helper

Oiler

Parts man

#### Group 2

**Compressor Operator** 

Material Loader and/or Conveyor Operator (handling building materials)

**Pump Operator** 

#### Group 3

Bobcat or similar loader, 1/4 cu. yd. or less

Concrete Curing Machines (streets, highways, airports, canals)

Conveyor Belt Operator (tunnel)

Forklift (under 20)

Engineer Generating Plant (500 K.W.)

Mixer Box Operator (concrete plant)

Motorman

**Rotomist Operator** 

Oiler (truck crane)

#### Group 4

Concrete Mixer Operator, Skip type

**Dinky Operator** 

Forklift (20' or over) or Lumber Stacker

**Ross Carrier** 

Skip Loader Operator (under one (1) cu. yd.)

Tie Spacer

#### Group 5

Concrete Mixers (over one (1) cu. yd.)

Concrete Pumps or Pumpcrete Guns

Elevator and Material Hoist (one (1) drum)

Groundman for Asphalt Milling and similar

#### Group 6

Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.

Boom Truck or Dual Purpose a-Frame Truck

B.L.H. Lima Road Pactor or similar

Chip Box Spreader (Flaherty type or similar)

Concrete Batch Plant (wet or dry)

Concrete Saws (highways, streets, airports, canals)

Locomotives (over thirty (30) tons)

Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)

Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)

Pavement Breaker, Truck Mounted, with compressor combination

Pavement Breaker or Tamper (with or without compressor combination)

Power Jumbo Operator (setting slip-forms, etc., in tunnels)

Roller Operator (except asphalt)

Self-Propelled Tape Machine

Self-Propelled Compactor (single engine)

Self-Propelled Power Sweeper Operator

Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)

**Small Rubber-Tired Tractors** 

Snooper Crane, Paxton-Mitchell or similar

Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

#### Group 7

Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.

Compressor (over 2)

Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply

Concrete Conveyor, Building Site

Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or iack hammers)

Crusher Plant Engineer

Generators

Kolman Loader

Material Hoist (two (2) or more drums)

Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)

Mine or Shaft Hoist

Pipe Bending Machines (pipeline only)

Pipe Cleaning Machines (tractor-propelled and supported)

Pipe Wrapping Machines (tractor-propelled and supported)

Portable Crushing and Screening Plants

Post Driller And/Or Driver

Pumps (over 2)

Roller Operator (asphalt)

Screedman (except asphaltic or concrete paving)

Screedman (Barber-Greene and similar) (asphaltic or concrete paving)

Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)

Slusher Operator

Surface Heater and Planer Operator

Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)

Truck-Type Loader

Welding Machines (gasoline or diesel)

#### Group 8

Asphalt Plant Engineer

Asphalt Milling Machine

Cast-In-Place Pipe-Laying Machine

Combination Slusher and Motor Operator

Concrete Batch Plant (multiple units)

Dozer Operator

**Drill Doctor** 

Elevating Grader Operator

Grooving and Grinding Machine (highways)

Ken Seal Operator

Loader (up to and including two and one-half (2 1/2) cu. yds)

Mechanical Trench Shield

Mixermobile

**Push Cats** 

Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)

Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck"

m.r.c., Euclids, T-Pulls, DW10, 20, 21 and similar)

Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar

Sheepfoot

Small Tractor (with boom)

Soil Stabilizer (P & H or equal)

Timber Skidder (rubber-tired) or similar equipment

Tractor-Drawn Scraper

**Tractor Operator** 

Tractor-Mounted Compressor Drill Combination

Trenching Machine Operator (over three (3) feet depth)

Tri-Batch Paver

Tunnel Badger or Tunnel Boring Machine Operator

Tunnel Mole Boring Machine

Vermeer T-600b Rock Cutter

#### Group 9

Chicago Boom

Combination Backhoe and Loader (up to and including 3/8 cu. yd.)

Combination Mixer and Compressor (gunite)

Heavy Duty Repairman and/or Welder

Lull Hi-Lift (twenty (20) feet or over)

Mucking Machine

Sub-Grader (Gurries or other types)

Tractor (with Boom) (D6 or larger)

Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

#### Group 10

Boom-Type Backfilling Machine

Bridge Crane

Cary-Lift or similar

Chemical Grouting Machine

Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)

Derrick Barges (except excavation work)

Euclid Loader and similar types

Gradesetter, Grade Checker

Heavy Duty Rotary Drill Rigs

Lift-Slab (Vagtborg and similar types)

Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)

Locomotive (over one hundred (100) tons, single or multiple units)

Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)

Pre-Stress Wire Wrapping Machine

Rubber-Tired Scraper, Self-Loading

Single-Engine Scraper (over thirty-five (35) cu. yds.)

Shuttle Car (Reclaim Station)

Train Loading Station

Trenching Machine multi-engine with sloping attachments (Jefco or similar)

Vacuum Cooling Plant

Whirley Crane (up to and including twenty-five (25) tons)

#### Group 10A

Backhoe-Hydraulic (up to and including one (1) cu. yd.)

Backhoe (up to and including one (1) cu. yd.) (Cable)

CMI Dual Lane Auto-Grader SP30 or similar type

Cranes (not over twenty-five (25) tons) (hammerhead and gantry)

Finish Blade

Gradalls (up to and including one (1) cu. yd.)

Motor Patrol Operator

Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)

Rubber-Tired Scraper, Self-Loading (twin engine)

Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

#### Group 11

Automatic Asphalt or Concrete Slip-Form Paver

Automatic Railroad Car Dumper

Canal Trimmer

Cary Lift, Campbell or similar type

Cranes (over twenty-five (25) tons)

Euclid Loader when controlled from the Pullcat

Highline Cableway Operator

Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)

Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)

Multi-Engine Scrapers (when used to Push Pull)

Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)

Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)

Self-Propelled Compactor (with multiple-propulsion power units)

Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper

Slip-Form Paver (concrete or asphalt)

Tandem Cats and Scraper

Tower Crane Mobile (including Rail Mount)

Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)

Universal Liebher and Tower Cranes (and similar types)

Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)

Whirley Cranes (over twenty-five (25) tons)

#### Group 11A

Band Wagons (in conjunction with Wheel Excavators)

Operator of Helicopter )when used in construction work)

Loader (over twelve (12) cu. yds.)

Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)

Power Shovels. Clamshells, Draglines, Backhoes, and Gradalls (over seven 7 cu. yds. m.r.c.)

Remote-Controlled Earth Moving Equipment

Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

#### Group 11B

Holland Loader or similar or Loader (over 18 cu. yds.)

#### OPERATING ENGINEERS - Steel Fabricator & Erector

#### Group 1

Cranes over 100 tons

Derrick over 100 tons

Self-Propelled Boom Type Lifting Devices over 100 tons

#### Group 2

Cranes over 45 tons up to and including 100 tons

Derrick, 100 tons and under

Self Propelled Boom Type Lifting Device, over 45 tons

**Tower Crane** 

#### Group 3

Cranes, 45 tons and under

Self Propelled Boom Type Lifting Device, 45 tons and under

#### Group 4

Chicago Boom

Forklift, 10 tons and over

Heavy Duty Repairman/Welder

#### Group 5

Boom Cat

#### **OPERATING ENGINEER -Piledriver**

#### Group 1

Derrick Barge Pedestal mounted over 100 tons

Clamshells over 7 cu. yds.

Self Propelled Boom Type Lifting Device, over 100 tons

Truck Crane or Crawler, land or barge mounted over 100 tons

#### Group 2

Derrick Barge Pedestal mounted 45 tons up to and including 100 tons

Clamshells up to and including 7 cu. yds.

Self Propelled Boom Type Lifting Device over 45 tons

Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

#### Group 3

Derrick Barge Pedestal mounted under 45 tons

Self Propelled Boom Type Lifting Device 45 tons and under

Skid/Scow Piledriver, any tonnage

Truck Crane or Crawler, land or barge mounted 45 tons and under

#### Group 4

Assistant Operator in lieu of Assistant to Engineer

Forklift, 10 tons and over

Heavy Duty Repairman/Welder

#### Group 5

No current classification

#### Group 6

Deck Engineer

#### Group 7

No current classification

#### Group 8

Deckhand

Fireman

#### **ZONE RATES**

#### BRICKLAYER

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles \$0.00 Zone 2-36-75 Miles \$1.25 Zone 3-Over 75 Miles \$5.37

#### **CARPENTER** (Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the

Washoe County Courthouse:

Zone 1-0 to 50 miles \$0.00 (road miles of either the Carson City Courthouse or the

Washoe County Courthouse)

Zone 2-51-150 miles \$3.00 Zone 3-151-300 miles \$4.00 Zone 4-301 miles and over \$5.00

#### **CEMENT MASON**

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1-0-90 miles \$0.00 Zone 2-91 miles and over \$6.00

#### **ELECTRICIAN**

In addition to Electrician rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles \$0.00 Zone 2-71-90 miles \$8.00 Zone 3 -91 miles and over \$10.00

#### **ELECTRICIAN-COMMUNICATION TECH**

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles \$0.00 Zone 2-71-90 miles \$5.00 Zone 3 -91 miles and over \$7.00

#### HOD CARRIER-BRICK MASON TENDER

In addition to Hod Carrier Brick Mason Tender rates, add the applicable amounts per hour, calculated based on a radius from the Washoe County Courthouse:

Zone 1-35 to 75 miles \$1.25 Zone 2-76 miles and over \$7.50

#### HOD CARRIER-PLASTERER

In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on a radius from So. Virginia St., Reno, Nevada:

Zone 1-70 miles \$0.00 Zone 70 miles and over \$8.00

#### **LABORER** (Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a radius from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles	\$0.00
Zone 2-51 to 150 miles	\$3.00
Zone 3-151 to 300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

#### **LABORER** (Building Construction)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles	\$0.00
Zone 2-51 to 150 miles	\$3.00
Zone 3-151 to 300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

#### MECHANICAL INSULATOR

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Clark County Courthouse:

Zone 1-20-45 miles-	\$3.75
Zone 2-45-75 miles-	\$5.00
Zone 3-75-150 miles-	\$7.50
Zone 4-150 miles and over-	\$8.75

#### **MILLWRIGHT**

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 15 miles \$0.00 Zone 2-15 to 35 miles \$1.50 Zone 3-35 miles and over \$3.25

#### **OPERATING ENGINEER**

In addition to: OPERATING ENGINEER; STEEL FABRICATOR and ERECTOR, PILEDRIVER, SURVEYOR, and LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on a radius from the Washoe County Courthouse:

Zone 1-0 to 75 miles \$0.00 Zone 2-75 to 150 miles \$3.00 Zone 3-151 to 300 miles \$4.00 Zone 4-301 miles and over \$5.00

#### **PLASTERER**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1-0-70 miles \$0.00 Zone 2-70 miles and over \$8.00

#### SHEET METAL WORKER

In addition to AIR BALANCE AND SHEET METAL WORKER rates, add the applicable amounts per hour, calculated based on a radius from the courthouse in Reno, Nevada:

Zone 1-0 to 75 miles \$0.00

(including the City of Fallon and the Fallon Naval Air Base)

Zone 2-over 75 miles \$8.12

#### TILE SETTER/TERRAZZO WORKER/MARBLE MASON

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles \$0.00 Zone 2-35-75 Miles \$1.25 Zone 3-Over 75 Miles \$5.00

# 2013-2014 Prevailing Wage Rates

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#### **Amendment 5 (Clerical)**

- ClassClassification Operating Engineer
   County Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Washoe
   Effective Date November 13, 2013

Operating Engineer Foreman

53.09 ADD ZONE RATE

General Decision Number: NV140003 08/08/2014 NV3

Superseded General Decision Number: NV20130003

State: Nevada

Construction Type: Building

County: Carson City County in Nevada.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification	Number	Publication	Date
0		01/03/2014	
1		02/07/2014	
2		05/09/2014	
3		07/11/2014	
4		08/08/2014	

\* BRNV0013-001 08/01/2014

	Rates	Fringes	
BRICKLAYER	\$ 26.15	6.98	
			-

\* BRNV0013-003 07/01/2014

	Rates	Fringes
MARBLE MASON	\$ 28.08	6.84
TILE FINISHER	\$ 19.78	5.94
TILE SETTER	\$ 26.58	6.84

Rates

Fringes

CARP0971-001 07/01/2014

CARPENTER (Including Drywall	
Hanging, Form Worker, and Metal	
Stud Installation)\$ 27.54	12.73

#### ZONE PAY:

ZONE 1: All work within 50 road miles of either Carson City Courthouse or Washoe County Courthouse shall be considered a Free Zone.

ZONE 2: All work within 50 to 150 road miles of the Washoe County Courthouse shall receive \$3.00 additional per hour.

ZONE 3: All work within 150 to 300 road miles of the Washoe County Courthouse shall receive \$4.00 additional per hour.

ZONE 4: Any work performed in excess of 300 road miles of the Washoe County Courthouse shall receive \$5.00 additional per hour.

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ELEC0401-001 07/01/2013

Rates Fringes
ELECTRICIAN.....\$ 37.00 14.62

ZONE PAY: Shall be measured in air miles from the Washoe County Courthouse

Zone 1 - 0 to 70 miles \$0.00 Per Hour Zone 2 - 72 to 90 miles \$6.00 Per Hour

Zone 3 - 91 miles and over \$8.00 Per Hour

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ENGI0003-006 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment (03)Excavator and Grader (Finishing and Non-		
Finishing)		17.72
and Skid Loader/Bobcat (04)Forklift (20 ft and		17.72
over)(06)Base Roller (Ride Along) and Paver (Incl.	\$ 30.56	17.72
Asphalt)	\$ 31.03	17.72
and Scraper(09)Mechanic		17.72 17.72
(10) Loader (over two and one-half [2-/12] cu. yds. up to and including four	,	_,,_
<pre>[4] cu. yds)(11)Loader (over four [4] cu. yds. up to and including twelve [12] cu.</pre>	\$ 32.54	17.72
yds.)	\$ 32.97	17.72
[12] cu.yds.)	\$ 34.61	17.72

AREA PAY (Free Area and Remote Area Rates)

AREA 1 PAY SCALE: All that area falling within fifty (50) road miles of either the Carson City Courthouse or the Washoe County Courthouse shall be considered a free area for the purpose of this agreement.

AREA 2 PAY SCALE: All work falling between fifty (50) and one hundred and fifty (150) road miles of the Washoe County Courthouse shall be computed at an additional \$2.00 per hour.

AREA 3 PAY SCALE: All work falling between one hundred and fify (150) and three hundred (300) miles of the Washoe County Courthouse shall be computed at an additional \$4.00

per hour.

AREA 4 PAY SCALE: Any work performed in excess of three hundred (300) road miles of the Washoe County Courthouse shall be computed at an additional \$4.00 per hour.

IRON0118-002 01/01/2014

	Rates	Fringes
<pre>IRONWORKER (Ornamental, Reinforcing, and Structural)</pre>	.\$ 33.50	26.80
LABO0169-005 10/01/2013		

Rá	ates	Fringes
LABORER		
<pre>(1) Common or General, Cone Setter\$ (1A) Flagger\$ (3) Asphalt Shoveler, Concrete Saw, Concrete Vibrator, Form Stripping, Jackhammer, Mason Tender - Cement/Concrete, Plaster</pre>		8.67 8.67
Tender, Trencher-hand guided\$ 2	23.15	8.67
(4) Asphalt Dumpman, Pipelayer\$ 2 (5) Asbestos Removal	23.40	8.67
(Floor, Wall, & Ceiling)\$ 2	23.70	8.67

\* PAIN0567-013 07/01/2014

	Rates	Fringes
PAINTER  Drywall Finishing  Paperhanger, Spray  Prep, Brush, Roller	.\$ 24.01	11.23 10.33 10.33
PLAS0797-003 10/01/2010		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 25.98	9.27
PLAS0797-006 07/01/2010		

Rates Fringes

PLASTERER....\$ 22.00 8.63

PLUM0350-004 08/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 34.34	10.91

SHEE0026-001 08/01/2013			
	Rates	Fringes	
SHEET METAL WORKER (Including HVAC Duct Installation and Metal Roof)	.\$ 28.63	19.14	
TEAM0533-003 12/01/2010			
	Rates	Fringes	
TRUCK DRIVER Flatbed	.\$ 28.61	13.64	
SUNV2007-001 08/01/2007			
	Rates	Fringes	
LABORER: Landscape	.\$ 9.85	0.00	
LABORER: Mason Tender - Brick	.\$ 15.96	0.00	
OPERATOR: Backhoe	.\$ 16.67	0.00	
OPERATOR: Trencher, Excluding Hand Guided Trencher	.\$ 27.96	0.00	
PLUMBER, Excludes HVAC Pipe Installation	.\$ 23.31	6.20	
ROOFER, Excludes Installation of Metal Roofs	.\$ 14.23	3.03	
TRUCK DRIVER, Includes Dump Truck	.\$ 16.90	0.00	
TRUCK DRIVER: Water Truck	.\$ 17.22	2.45	
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.			

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

\_\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION

# SRF Requirements Section

- 1. Cross Cutters
- 2. Project Sign
- 3. Implementation of American Iron & Steel Memo Dated 3/20/14 (Guidance Included)
- 4. Wage Rate Requirement's Under the Consolidated & Further Continuing Appropriations Act(2013)
- 5. DBE Guidance to Borrowers & Contractors(Includes Required Forms)
- 6. Wage Comparison Worksheet
- 7. Contractor's Monthly Report of Payments to Subcontractors

**Cost Cutters Informational Sheet** 

#### **Cross-Cutting Federal Authorities**

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

#### **Environmental Authorities**

- o Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Clean Air Act, Pub. L. 95-95, as amended
- o Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended

#### **Economic and Miscellaneous Authorities**

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, & Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o Government Neutrality Toward Contractor's Labor Relations, Executive Order No. 13202, as amended by Executive Order No. 13208
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, & Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

#### <u>Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities</u>

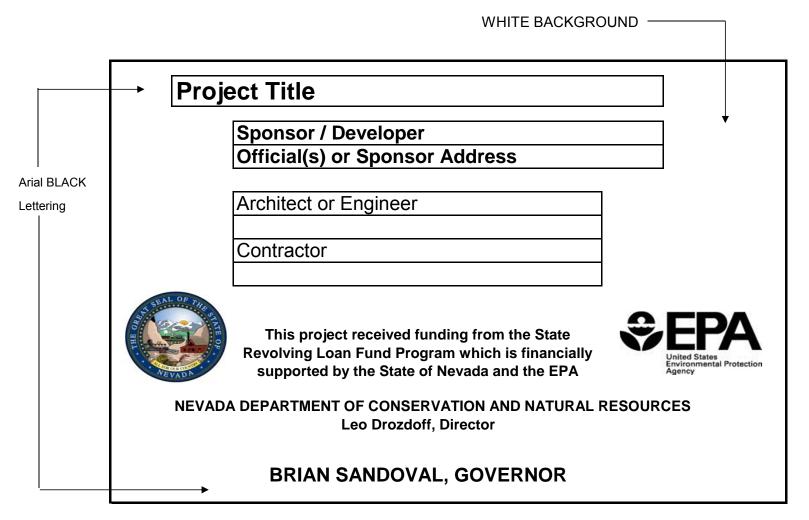
- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

#### <u>Disadvantaged Business Enterprise Authorities</u>

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No.11625, 12138, & 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements

Project Sign

# Construction sign for **STATE SRF** projects:



SIGN DIMENSIONS: 1200mm x 2400mm x 19mm (Approx. 4' x 8' x 3/4" PLYWOOD PANEL (APA RATED A-B GRADE - EXTERIOR)

#### PART ONE - GENERAL

- 1.01 DESCRIPTION:
  - A. Work included: Furnish, install and maintain project identification sign.
- 1.02 QUALITY ASSURANCE:
  - A. Allow no other signs to be displayed.
  - B. Layout of sign to be approved by Construction Manager prior to fabrication.

#### PART TWO - PRODUCTS

- 2.01 PROJECT IDENTIFICATION SIGN:
  - A. Contents:
    - 1. Title of Project
    - Name of Sponser/Developer Sponser/Developer Address
    - 3. Name of Architect or Engineer
    - 4. Prime Contractor
  - B. The graphic design shall be as indicated in the drawing following this section.
  - C. Structure and Framing: May be new or used, 4"x4" posts in sound condition, structurally adequate to work and suitable for specified finish.
- D. Sign Surfaces: 3/4" exterior type, Grade A—B Douglas Fir Plywood; 8 feet wide and 4 feet high.
- E. Finishes: Adequate to resist weathering and fading for the scheduled construction period.

#### PART THREE - EXECUTION

- 3.01 INSTALLATION:
  - A. Install the sign posts utilizing direct burial to a depth adequate to support the sign in a stable condition throughout the construction period (3 feet minimum).
- 3.02 PROTECTION AND CLEANING:
  - A. Maintain the sign and supports in a neat, clean condition. Repair damages to structure, framing or sign as required.
  - B. Remove the signs, framing and supports at the completion of the project. Patch and repair the surrounding conditions as required when the sign is removed.

STATE SRF PROJECT SIGN NOTES

4 of 8

# Implementation of American Iron & Steel Memo Dated 3/20/14 (Guidance Included)



## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, D.C. 20460

#### MAR 2 0 2014

OFFICE OF WATER

#### **MEMORANDUM**

SUBJECT:

Implementation of American Iron and Steel provisions of P.L. 113-76,

Consolidated Appropriations Act, 2014

FROM:

F.C

Andrew D. Sawyers, Director

Office of Wastewater Management (4201M)

Peter C. Grevatt, Director

Office of Ground Water and Drinking Water (4601M)

TO:

Water Management Division Directors

Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

#### **Implementation**

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

- (2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—
  - (1) applying subsection (a) would be inconsistent with the public interest;
  - (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.
- (e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

#### **Project Coverage**

#### 1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

## 2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

#### 8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

#### 9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

# 10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

#### **Covered Iron and Steel Products**

#### 11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;

Manhole Covers;

Municipal Castings (defined in more detail below);

Hydrants:

Tanks:

Flanges:

Pipe clamps and restraints;

Valves;

Structural steel (defined in more detail below);

Reinforced precast concrete; and

Construction materials (defined in more detail below).

#### 12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs

#### 13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

#### 14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

#### 15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

#### 16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

### 17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

## 18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

#### 19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;

Ballast Screen;

Benches (Iron or Steel);

Bollards:

Cast Bases;

Cast Iron Hinged Hatches, Square and Rectangular;

Cast Iron Riser Rings;

Catch Basin Inlet;

Cleanout/Monument Boxes;

Construction Covers and Frames;

Curb and Corner Guards;

Curb Openings;

Detectable Warning Plates;

Downspout Shoes (Boot, Inlet);

Drainage Grates, Frames and Curb Inlets;

Inlets;

Junction Boxes:

Lampposts;

Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

#### 20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

#### 21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

## 22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

## 23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

## 24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

#### Compliance

## 25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

## 26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

## 27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG\_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

## 28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

#### **Waiver Process**

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

#### **Definitions**

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

<u>Reasonably Available Quantity</u>: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

<u>Satisfactory Quality</u>: The quality of iron or steel products, as specified in the project plans and designs.

<u>Assistance Recipient:</u> A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

#### **Step-By-Step Waiver Process**

#### Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

- 1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
- 2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- 3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: <a href="mailto:cwsrfwaiver@epa.gov">cwsrfwaiver@epa.gov</a>. For DWSRF waiver requests, please send the application to: <a href="mailto:dwsrfwaiver@epa.gov">dwsrfwaiver@epa.gov</a>.

#### Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

- 1. Posting After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants\_funding/aisrequirement.cfm
- 2. Evaluation After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver that it is quantitatively and qualitatively sufficient and to determine whether or not to grant the waiver.
- 3. Signature of waiver approval by the Administrator or another agency official with delegated authority As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

#### **Public Interest Waivers**

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

#### **Appendix 1: Information Checklist for Waiver Request**

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

	Items	✓	Notes
General			
•	Waiver request includes the following information:		
	<ul> <li>Description of the foreign and domestic construction materials</li> </ul>		
	<ul> <li>Unit of measure</li> </ul>		
	<ul><li>Quantity</li></ul>		
	<ul><li>Price</li></ul>		
	<ul> <li>Time of delivery or availability</li> </ul>		
	<ul> <li>Location of the construction project</li> </ul>		
	<ul> <li>Name and address of the proposed supplier</li> </ul>		
	<ul> <li>A detailed justification for the use of foreign construction materials</li> </ul>		
	Waiver request was submitted according to the instructions in the memorandum		
	Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in		
	requests for proposals, contracts, and communications with the prime contractor		
	iver Requests		
•	Waiver request includes the following information:		
	<ul> <li>Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and</li> </ul>		
	steel products		
	<ul> <li>Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> </ul>		
	<ul> <li>Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the</li> </ul>		
	process for identifying suppliers and a list of contacted suppliers		
	lity Waiver Requests		
	Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:		
	<ul> <li>Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> </ul>		
	<ul> <li>Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process</li> </ul>		
	for identifying suppliers and a list of contacted suppliers.		
	<ul> <li>Project schedule</li> </ul>		
	<ul> <li>Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul>		
	Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic		
	construction materials for which the waiver is sought		
•	Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

#### **Appendix 2: HQ Review Checklist for Waiver Request**

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

- 1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
- 2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests				
Does the waiver request include the following information?				
<ul> <li>Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and</li> </ul>				
steel products				
<ul> <li>Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> </ul>				
<ul> <li>A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market</li> </ul>				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests				
Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the				
iron and/or steel product for which the waiver is requested?				
<ul> <li>Supplier information or other documentation indicating availability/delivery date for materials</li> <li>Project schedule</li> </ul>				
<ul> <li>Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials</li> </ul>				
Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic				
suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable				
when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested?				
Examples include:				
<ul> <li>Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State</li> </ul>				
<ul> <li>Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States</li> </ul>				
<ul> <li>Correspondence with construction trade associations indicating the non-availability of the materials</li> </ul>				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the				
project plans, specifications, and/or permits?				

#### **Appendix 3: Example Loan Agreement Language**

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

#### **Appendix 4: Sample Construction Contract Language**

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of ("Purchaser") and the (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

#### **Appendix 5: Sample Certifications**

The following information is provided as a sample letter of step certification for AIS
compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1. Xxxx
- 2 Xxxx
- 3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance	e.
Documentation must be provided on company letterhead.	

Date

Company Name

Company Address

City, State Zip

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1. Xxxx
- 2. Xxxx
- 3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Wage Rage Requirement's Under the Consolidated & Further Continuing Appropriations Act (2013)

#### **EXHIBIT D to LOAN CONTRACT**

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013
(P.L. 113-6)

#### **Preamble**

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

## I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

#### 1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

#### 2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor <a href="www.wdol.gov">www.wdol.gov</a> weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor <a href="www.wdol.gov">www.wdol.gov</a> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- **(b)** If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <a href="https://www.wdol.gov">www.wdol.gov</a> into the ordering instrument.
- **(c)** Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

#### 3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)

- (A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - **(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - **(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

- **(C)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- **(D)** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any

laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).
- **(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under  $\S 5.5$  (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under  $\S 5.5$  (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable

wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- **(C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- **(D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of

an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- **(5) Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **(6) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **(7) Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **(8) Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **(9) Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of

its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

#### (10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 4. Contract Provision for Contracts in Excess of \$100,000.
- (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the :same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- **(b)** In addition to the clauses contained in Item *3*, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions *made*, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Nevada Division of Environmental Protection, the US Environmental Protection Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Items (b) and (c) above.

**(e)** Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <a href="http://www.dol.gov/whd/america2.htm">http://www.dol.gov/whd/america2.htm</a>.

DBE Guidance to Borrowers & Contractors (Includes Mandatory Forms)

## State Revolving Fund

# Disadvantaged Business Enterprise Program

# **Guidance to Borrowers** and Contractors

C - 40

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#### **State Revolving Fund**

#### Disadvantaged Business Enterprise Program

#### **Section 1: Overview**

As stipulated by the Environmental Protection Agency (EPA), Nevada State Revolving Fund (SRF) borrowers and their contractors are required to make good faith efforts to utilize businesses classified as Disadvantaged Business Enterprises (DBEs) for goods and services associated with SRF financed projects. A borrower and their contractors should utilize DBEs through prime contracting, subcontracting, joint-ventures, other business relationships, and through the procurement of supplies, materials, and equipment.

#### Section 2: Definition of Disadvantaged Business Enterprise (DBE)

A DBE is a business owned and/or controlled by socially and economically disadvantaged individuals including Minority and Women Business Enterprises.

**Minority Business Enterprise (MBE)** – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are Black, Hispanic, Portuguese, Asian American, American Indian, or groups found to be economically and socially disadvantaged by the U.S. Small Business Administration pursuant to Section 8(a) of the Federal Small Business Act.

**Women Business Enterprise (WBE)** – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are women.

#### Section 3: Disadvantage Business Enterprise (DBE) requirements and contract conditions

The following pages include conditions which must be included in all bidding and contract documents for SRF financed projects including:

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

## Nevada State Revolving Fund Disadvantaged Business Enterprise (DBE) and Contract Conditions

The DBE Solicitation and Contract Conditions must be physically included in all bidding and contract documents for SRF financed projects.

#### DBE Related Laws, Rules, and Regulations

This project is being financed in whole or in part by the Nevada State Revolving Fund (SRF). The borrower is required to comply with the following laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

- 1. Ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap: Title VI of the Civil Rights Act of 1964 (P.L 88-352, Section 504 of the Rehabilitation Act, P.L. 93-112 (87 Stat. 355, 29 U.S.C. Sec. 794), Older Americans Act (P.L. 94-135, 89 Stat. 713, 89 Stat. 728 Sec. 303, 42 U.S.C. 6102).
- 2. Encourages recipients of federal funds to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement: Executive Orders 11625, 12138 and 12432; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 4370d); a 1993 appropriations act ("EPA's 8% statute"); Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute").
- 3. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended: Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000. Information on debarment is available at the following website: <a href="www.sam.gov">www.sam.gov</a>.
- 4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
- 5. Prohibits discrimination by federal contractors and subcontractors for reasons of race, color, religion, sex, and national origin: Equal Employment Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Inclusion of the seven clauses (located below in the <u>Equal Employment</u> section) from Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.

**Equal Employment** (must be included in all contracts over \$10,000) During the performance of this contract, the contractor agrees as follow:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor

- agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### **DBE Participation Goals**

Borrowers and their prime contractors must follow and document good faith efforts to meet the DBE Participation Goals listed below.

Good or Service	MBE Participation Goal	WBE Participation Goal
Construction	3%	1%
Equipment	2%	1%
Materials/Supplies	1%	1%
Services	1%	1%

The DBE Participation Goals are not quotas – SRF will not penalize a borrower and their contractors if they cannot meet the goals. However, SRF will require a borrower and their contractors to make a good faith effort to meet these goals.

#### **Good Faith Effort for DBE Participation**

EPA defines "Good Faith Effort" to include, at a minimum, the following actions by a borrower and their contractors and sub-contractors:

- 1. Include DBEs on solicitation lists.
- 2. Assure that DBEs are solicited once they are identified.
- 3. Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible. Encourage the joint submission of bids by multiple DBE businesses.
- 4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
- Encourage use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce (MBDA) OR State/Regional/Local equivalent.
- 6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined.

### **DBE Contract Terms and Conditions**

The following conditions must be included in all procurement contracts entered into by the borrower and their contractors and subcontractors for SRF financed projects:

- 1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the loan recipient.
- 2. The prime contractor must document its efforts towards meeting the six "Good Faith Efforts for DBE Participation" even if the prime contractor has achieved its fair share objectives.
- 3. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
- 4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six "Good Faith Efforts for DBE Participation" if soliciting a replacement subcontractor.
- 5. All DBE procurements whether from bid documents or subsequent draw request are to be reported on form 5700-52A to the SRF.
- 6. The prime contractor must submit **Form 6100-4 DBE Subcontractor Utilization** to the borrower as part of bid proposals.
- 7. The prime contractor must ensure DBE subcontractors submit **Form 6100-3 DBE Subcontractor Performance.** In turn, the prime contractor submits the forms to the borrower.
- 8. The prime contractor must provide **Form 6100-2 DBE Subcontractor Participation** to DBE subcontractors. DBE subcontractors may submit Form 6100-2 to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

Report	Provided By:	Completed By:	Submitted To:	Appendix
DBE Reporting Form 5700-52A Part II	SRF	Borrower	SRF	А
Form 6100-4	Borrower	Prime Contractor	Borrower	В
Form 6100-3	Prime Contractor	Sub-Contractor	Borrower	С
Form 6100-2	Prime Contractor	Sub-Contractor	EPA, Region 9	D

8. Each procurement contract signed must include the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

# Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors

### **Sources to Identify and Certify DBEs**

Source	Phone	Website/E-mail
Nevada Department of Transportation Civil Rights Program (DBE assistance and list)	External Civil Rights and Contract Compliance-Nevada Unified Certification Program 800-267-1971	http://nevadadbe.com
Nevada Department of Transportation DBE Program		http://nevadadot.com/nevadaDBE/dbe.aspx
Nevada Governor's Office of Economic Development – Procurement Outreach Program	800-336-1600	http://diversifynevada.com/programs-resources/procurement-outreach
Nevada Small Business Development Center (NSBDC)	800-240-7094 DBE assistance 775-687-9921	http://dbe.nsbdc.org/
Hispanic Business Nevada		http://hispanicbusinessnevada.com/
US Environmental Protection Agency Small Business Program		http://www.epa.gov/osbp/dbe_team.htm
US Small Business Admin. (SBA)		http://www.sba.gov/
Minority Business Development Agency-US Dept. of Commerce		http://www.mbda.gov/

## Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors

#### Appendix A

### DBE Reporting Form 5700-52A Part II

When requesting loan draws which involve procurements to MBE/WBE businesses, information must be reported on forms provided by SRF as shown on the next page.

PART II.

IBE/WBE PROCUREMENTS。MADE.DURING REPORTING PERIO	ЭD
IBE/WBE PROCUREMENTS MADE DURING REPORTING PERIO EPA Financial Assistance Agreement Number:	

1. Procui	Procurement Made By		2. Business Enterprise		\$ Value of Procurement	4. Date of Procurement	5. Type of Product or	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub- Recipient and/or SRF Loan Recipient	Prime	Minority	Women		MM/DD/YY	Services <sub>A</sub> (Enter Code)	

Type of product or service codes:

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 06/30/14)

#### Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

- Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
- 2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3
- 3. Dollar value of procurement.
- 4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. (Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)
- 5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
- Name, address, and telephone number of MBE/WBE firm.
- 7. Send to SRF.

\*\*This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average I hour per

response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

## **Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors**

#### Appendix B

#### Form 6100-4 – DBE Subcontractor Utilization

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name				
Bid/ Proposal No.	Assist	stance Agreement ID No. (if known) Point of		Point of Co	ntact	
Address				<u> </u>		
Telephone No.			Email Address			
Issuing/Funding Entity:						
I have identified potential DBE			VEC			NO
certified subcontractors  If yes, please complete the table		y If no place evolui	YES			NO
in yes, piease complete the tabl	- DCIOV	v. II IIo, picase explai	11.			
Subcontractor Name/ Company Name		Company Addres	s/ Phone/ Ema	il	Est. Dollar Amt	Currently DBE Certified?
		—— Continue on	back if needed			

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## **Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors**

#### Appendix C

#### Form 6100-3 - DBE Subcontractor Performance

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.



**Subcontractor Name** 

Bid/ Proposal No.

OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

Point of Contact

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Assistance Agreement ID No. (if known)

**Project Name** 

Address				
Telephone No.		Email Address		
Prime Contractor Name		Issuing/Fundin	g Entity:	
Contract Item Number	Description of World	k Submitted to the Pri	me Contractor	Price of Work
	<b>Involving Constructi</b>	ion, Services, Equipm	ent or Supplies	Submitted to the
	_			Prime Contractor
DBE Certified By: DOT	SBA	Meets/ exceeds EPA c	ertification standar	ds?
Other:		YESNO!	Unknown	

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Print Name
Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## **Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors**

#### **Appendix D**

### Form 6100-2 – DBE Subcontractor Participation

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator U.S. Environmental Protection Agency, Region 9 75 Hawthorne Street (PMD-1) San Francisco, CA 94105



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID	No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Fundin	ng Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:						
Subcontractor Signature	Print Name					
Title	Date					

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Wage Comparison Worksheet

Fee Bas	Wage C	alculation Fringe	on (\$)	revailin	Vage C	alculation	(Date): on (\$)	R	ate To I	ate: Be Paid Fringe		Fed/State
			State F	Prevailin State V	Vage C	alculatio	(Date): on (\$)	R	ate To I	Be Paid		Fed/State
			State F	Prevailin State V	Vage C	alculatio	(Date): on (\$)	R	ate To I	Be Paid		Fed/State
			State F	Prevailin State V	Vage C	alculatio	(Date): on (\$)	R	ate To I	Be Paid		Fed/State
			on (\$)	State V	Vage C	alculatio	on (\$)	R				Fed/State
			on (\$)	State V	Vage C	alculatio	on (\$)	R				Fed/State
												Fed/State
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				-			-	-				
(	d State Rate	d State Rates apply.	d State Rates apply. In this ca		d State Rates apply. In this case, the contract	d State Rates apply. In this case, the contractor must	d State Rates apply. In this case, the contractor must pay the	only apply (See NRS 338.080 (3)). d State Rates apply. In this case, the contractor must pay the higher	d State Rates apply. In this case, the contractor must pay the higher of the to	d State Rates apply. In this case, the contractor must pay the higher of the two rates	only apply (See NRS 338.080 (3)). d State Rates apply. In this case, the contractor must pay the higher of the two rates.	d State Rates apply. In this case, the contractor must pay the higher of the two rates.

## Contractor's Monthly Report of Payment to Subcontractors

	V REPORT OF PAYMENTS TO SUBCONTRACTORS
CONTRACTOR'S MONTHLY	/ REPORT OF PAYMENTS TO SURCONTRACTORS

The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.

Business name and address of the contractor making payment:	e and address of the contractor making payment:					
	Date Invoiced by	Date Subcontractor was	was Amount Paid for Amount F			
	Subcontractor	Amount Invoiced by Subcontractor	Paid	Work or Services	Supplies	
Subcontractor name:						
Total subcontract amount: \$						
Subcontractor name:						
Total subcontract amount: \$						
Subcontractor name:						
Total subcontract amount: \$						
Subcontractor name:						
Total subcontract amount: \$						
Subcontractor name:						
Total subcontract amount: \$						
Subcontractor name:						
Total subcontract amount: \$						
Subcontractor name:						
Total subcontract amount: \$						
Signature of authorized representative of the contractor		Title of person signing			Date Submitted	
Title of person digning						