

CITY OF RENO
PUBLIC WORKS DEPARTMENT

**PROPOSAL, CONTRACTS AND
SPECIAL PROVISIONS
FOR**

**PLUMAS ST & URBAN RD SIDEWALK
IMPROVEMENT PROJECT**

CONTRACT NO. F400016

PWP WA-2024-005

FEDERAL PROJECT NO. TAP-0031-(347)

NDOT PROJECT NO. 61103

FEDERALLY FUNDED TRANSPORTATION ALTERNATIVES SET ASIDE GRANT PROJECT

NOT REPRODUCIBLE



Director of Public Works
Kerrie Koski, P.E.

SECTION 010 – NOTICE TO CONTRACTORS

**Proposals Requested
By
CITY OF RENO – PUBLIC WORKS DEPARTMENT**

**PLUMAS ST & URBAN RD SIDEWALK IMPROVEMENT PROJECT
CONTRACT NUMBER F400016
PWP WA-2024-005
FEDERAL PROJECT NO. TAP-0031-(347)
NDOT PROJECT NO. 61103**

FEDERALLY FUNDED TRANSPORTATION ALTERNATIVES SET-ASIDE GRANT PROJECT

Proposals via PlanetBids will be received by the City of Reno until 2:00 P.M. Local Time on THURSDAY, NOVEMBER 09, 2023, for Contract Number F400016.

Said Proposal shall include all labor, tools, implements, machinery, materials, and any incidentals necessary to complete the work in the manner and time prescribed, and in strict conformity with the Contract Documents to the satisfaction of the City Engineer. In general, the major work items include:

The improvements shall include, but are not limited to, the construction of new sidewalk, ADA ramps, curb and gutter, commercial driveways, bike lanes, provisions for traffic control for the duration of the project, and other miscellaneous work as outlined in the plans and specifications.

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.

The Bidders attention is directed to Nevada Revised Statutes 338.01165 which sets forth the requirements for the use of apprentices on public works which requires a contractor or subcontractor to comply with certain requirements relating to the use of apprentices on public works.

Digital copies of the plans, specifications and related documents are available through PlanetBids (Invitation #CP-2023-20) for downloading from the City of Reno's website <http://reno.gov/business/bids-rfps>. Only those bidders who have registered as a vendor and are included in and appear on the prospective bidders list may submit a bid.

The contact person for this project is Raymond Enerio, Associate Civil Engineer, with the City of Reno, and may be reached at (775) 895-2829, enerior@reno.gov.

Adv. Reno Gazette-Journal – October 19, 26 & November 2
1 Proof

SECTION 015 – INSTRUCTIONS TO BIDDERS

**PLUMAS ST & URBAN RD SIDEWALK IMPROVEMENT PROJECT
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The contact person for this project is Raymond Enerio, Associate Civil Engineer, with the City of Reno, and may be reached at (775) 895-2829, enerior@reno.gov.

All Proposals shall be subject to, and must be uploaded using the City of Reno Proposal Forms provided in the Contract Documents. Failure to submit the Proposal on the forms or without all forms in the Proposal completed will be grounds for the Proposal being rejected.

Some errors in printing have been observed from contractors printing from Apple or Mac computers. Please check your documents to ensure that documents are displaying correctly prior to submittal.

All bidders shall appear on the official prospective bidders list.

The City reserves the right to reject any or all Proposals.

The attention of Bidders is directed to the State Contractor's License Law (NRS Provision 624.700 as amended to date).

A certified check, cashier's check, bid bond or cash, in the amount of five percent (5%) of the total bid must accompany each Proposal, as a guarantee that if awarded the Contract, the Bidder will execute the Contract, give the two (2) bonds required, and present evidence of the required liability insurance and being licensed under the provisions Chapter 4.04 of the Reno Municipal Code. Said check shall be made payable to the City of Reno, and said bond shall be executed by an approved surety, if used. The

provision of any such bond, check, or cash is conditioned to the effect that should the Bidder to whom the Contract is awarded fail to enter into the Contract in accordance with the Proposal, give the two (2) bonds required by said Contract, present sufficient evidence of required liability insurance and being licensed under the provisions of Chapter 4.04 of the Reno Municipal Code within ten (10) calendar days after notice of such award, the surety company shall forthwith pay the City of Reno the sum set forth in the bid bond, and the City shall be entitled to deposit the cash or check as liquidated damages.

The Bidder's attention is especially directed to NRS 338.125, NRS 338.130 and NRS 613.250.

Contractors who appear on the Nevada State Office of the Labor Commissioner's Disqualified Contractor list or the Federal Government General Services Administration (GSA) System for Award Management (SAM) with an exclusion will not be eligible for award of the contract.

Bidders shall hold a valid State of Nevada Contractor's License of a class corresponding to the work to be performed at the time of award. Failure to possess the appropriate Contractor's license at the time of award will result in the cancellation of award.

The successful Bidder must possess a valid City of Reno Business License prior to the award of any Contract. RMC 4.04.020 applies to subcontractors as to Business License requirements.

NRS 338.072 provides that any subcontractor of the successful bidder who is awarded the contract must also hold a state business license issued pursuant to Chapter 76 of the Nevada Revised Statutes.

Bidders are advised that they must have in place a drug and alcohol policy applicable to workers who will be employed on this project. The policy must be an approved Federal drug and alcohol policy/program which provides, at a minimum, that the use of alcohol, and use, possession, transfer, sale of illegal drugs, narcotics, or other unlawful substances is prohibited while working on any site in connection with work performed under this contract and assurances that the contractors' subcontractors are required to cooperate with the contractor's policy. Each contractor shall demonstrate compliance by submitting with its bid the certification form found within this document under penalty of perjury that the policy is in place, that it will be actively enforced and that workers who will be employed on the project will be subject to this policy.

The successful Bidder shall furnish to the City of Reno, the appropriate insurance certificates and bonds as outlined hereinafter, prior to execution of the Contract as set forth in Article 11 - Insurance. Bidders must execute the Acknowledgement of Insurance Requirements. Bidders are to submit any requests for information as to insurance requirements prior to submitting a bid.

If the Unit Bid Item prices and/or schedule of values of a prospective bidder's bid are determined by the City to be unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. A bid may be rejected if the City of Reno determines that the lack of balance poses an unacceptable risk to the City of Reno.

The minimum wages to be paid for labor shall not be less than the prevailing wages scale for Washoe County as determined by the Labor Commissioner of the State of Nevada or Federal Davis Bacon rates, whichever is higher. The provisions of NRS 338.010 through NRS 338.090 shall apply.

The Bidders attention is directed to Nevada Revised Statutes 338.01165 which sets forth the requirements for the use of apprentices on public works which requires a contractor or subcontractor to comply with certain requirements relating to the use of apprentices on public works.

A person who bids on this contract may file a notice of protest regarding the awarding of the contract in accordance with NRS 338.142. The protestant must comply with all requirements set forth in NRS 338.142. Further, the protestant will be required, at the time of filing the protest, to post a bond or submit other security, in a form approved by the City and in the amount as set forth in NRS 338.142(3). The protest must be directed to the attention of the Director of Public Works and must be delivered to the Clerk's Office, One East First Street, Second Floor, Reno, Nevada 89501.

Minority and Women Business Enterprises will be afforded full opportunity to submit bids in response to this notice, and will not be discriminated against on the grounds of race, color, or national origin in consideration for and award of any contract entered into pursuant to this advertisement. The City of Reno affirms its interest in and encourages the different contracting communities to actively pursue participation and utilization of Minority and Women Business Enterprises on City projects.

A bidder may submit to the City of Reno requests for approved equals or clarifications on items that have been included in the specifications or on an addendum to the specifications. Any such request must be received, in writing, not less than seven (7) calendar days before the date of the scheduled bid opening. Any request for substitution must be submitted with technical data, test results, or other information as evidence that the substitute offered is equal to or better than what is specified.

ADDITIONAL FEDERAL INSTRUCTIONS TO BIDDERS

Bid Preparation

1. 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.
2. Contractors and subcontractors are required to hold a valid Contractor's license of a class corresponding to the work to be done, in accordance with the provisions of NRS 624, prior to being awarded a contract.
3. Bidder's are responsible to comply with all Federal, State, County and Local laws, statutes, policies and procedures required to perform the scope of work. All bidders must comply with the requirements of doing business in Nevada, as directed by the Office of the Secretary of State (including a State Business License), and any other County or Local agencies as may be applicable.
4. All Contractors doing business in Nevada must have a Federal Tax Identification Number.
5. The following signed certification is required of the person, firm, association or corporation in order for the bid to be considered responsive:
 - Anti-Collusion Affidavit (form included below)
 - Restrictions on Lobbying Using Appropriated Federal Funds (form included below)
 - Bidder Disadvantaged Business (DBE) Information
 - Bidder Subcontractor Information (5%)
 - Bidder Subcontractor Information (1%)
 - Bidder Subcontractor Information (For subcontractors exceeding \$250,000)
 - List of Subcontractors and Suppliers Bidding

6. All proposals must be accompanied by a proposal guaranty (bid bond or other guaranty) made unconditionally payable to the City of Reno in the amount equal to 5% of total bid amount. The guaranty may be cash, cashier's check, certified check, money order, bank draft, an undertaking executed by a corporate surety company authorized to do business in the State of Nevada, an electronic bid bond validated with Surety 2000 or SurePath, or any other guaranty that may be especially approved by the City of Reno. Such proposal guaranty is to be forfeited to the City of Reno should the bidder to whom the contract is awarded fail to enter into the contract within 20 days of the award of the contract.

Affirmative Action

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

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

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

The City of Reno will, in addition to the other Equal Employment Opportunity provisions which are enumerated elsewhere in the Contract Documents, require an affirmative action program from each Contractor who holds an individual contract or subcontract, in excess of \$10,000.00, in accordance with the requirements in FHWA Form 1273.

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

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

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

FEMALE PARTICIPATION STATEWIDE

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

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

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

NEVADA ECONOMIC AREA

SMSA Counties, NV Clark	13.9%
163 Las Vegas, NV	
4120 Las Vegas, NV	
Non-SMSA Counties, NV Esmeralda, NV Lincoln, NV Nye	12.6%
SMSA Counties, NV Washoe	8.2%
164 Reno, NV	
6720 Reno, NV	
Non-SMSA Counties, NV Churchill, NV Douglas,	9.2%
NV Elko, NV Eureka, NV Humboldt, NV Lander,	
NV Lyon, NV Mineral, NV Pershing, NV Storey,	
NV White Pine, NV Carson City	

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

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

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

Disadvantaged Business Enterprises

The bidder's attention is directed to the Code of Federal Regulations, 49 CFR, Part 26. This project is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule." The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have an equal opportunity to participate in the performance of the contracts and subcontracts financed in whole or in part with Federal funds.

Bidders are required to submit the Bidder Disadvantaged Business or Small Business Enterprise (DBE/SBE) Information form at the time of bid submittal. Good Faith Effort (GFE) supplemental documentation must be submitted to City of Reno no later than 5:00 pm on the next business day following the bid opening.

On-the-Job Training

ADDITIONAL CONTRACT PROVISIONS EQUAL EMPLOYMENT OPPORTUNITY

Training Special Provisions

In accordance with 23 U.S.C. 140(a) and as a part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as specified herein.

Provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of hours of training will be zero (0) hours.

In the event that a portion of the contract work is subcontracted, determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor retains the primary responsibility for meeting the training requirements specified. Insure that these training specifications are made applicable to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, submit for approval, the number of trainees in each selected classification and training program to be used. Furthermore, specify the starting time for training in each of the classifications. Credit will be given for each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and reimbursement will be made for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of these training requirements. Make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with these training requirements. This training commitment is not intended, and shall not be used, to discriminate against any applicant for

training, whether a member of a minority group or not.

Do not employ any person as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. Satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case.

The minimum length and type of training for each classification shall be as established in the training program selected by the Contractor and approved by the City of Reno and the Federal Highway Administration. The City of Reno and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the City of Reno, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wages during the offsite training period.

No payment will be made to the Contractor if either the failure to provide the required training or the failure to hire the trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting these training requirements. It is normally expected that a trainee will begin their training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in their work classification or until they have completed their training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under these training requirements if acceptable training has been provided for the number of training hours specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees shall be paid at least 60% of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75% for the third quarter of the training period, and

90% for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these specifications.

Furnish each trainee a copy of the program they shall follow in providing the training. Provide each trainee with a certification showing the type and length of training satisfactorily completed.

Maintain records and furnish periodic reports documenting performance of these training requirements.

PLEASE NOTE: Payment for TRAINING as required above and by Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968 will be made at a rate of \$0.80 per hour. Any bid submitted with an amount other than the specified rate will be adjusted to \$0.80 per hour for this bid item.

Buy America

In accordance with Title 23 CFR 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin

Clean Water Act

The bidder's attention is directed to Sections 401 and 404 of the Clean Water Act (CWA). This contract must be constructed under a United States Army Corps of Engineers nationwide permit obtained by the City of Reno subject to conditions outlined in Subsection 108.04 of the Standard Specifications. This contract must be constructed pursuant to the Nevada Division of Environmental Protection's 401 Water Quality Certification obtained by the City of Reno. Compliance with all rules, regulations, special stipulations and laws pertaining to the CWA shall be the responsibility of the Contractor.

If, in the duration of this contract, any change to the project is considered, the party proposing the change shall be responsible for (1) insuring that the project continues in compliance with Sections 401 and 404 of the CWA and (2) any resultant delays and/or increased costs.

Clean Air Requirements

This project is located in Washoe County, Nevada. The bidder shall contact the Washoe County District Health Department (Air Quality Division) regarding special considerations concerning air quality requirements in the county.

Compliance with all rules, regulations, special stipulations, and laws pertaining to air quality shall be the responsibility of the Contractor and the cost of said compliance will be measured and paid for as specified in Section 637. Contractor penalties associated with non-compliance of these rules, regulations, special stipulations and laws shall not be sufficient cause for increases in costs or time to the contract.

OSHA/SDS Requirements

In compliance with the multi-employer worksite provisions of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard 29 CFR Part 1910.1200 (e) (2) the Contractor is required to provide current Safety Data Sheets (SDS) for all hazardous chemicals [as defined in 29 CFR Part 1910.1200 (c)] to be used by the Contractor in this contract. It will be the Contractor's responsibility to submit a list of all hazardous chemicals to be used on this contract 7 days in advance of the pre-construction conference. SDS must be submitted prior to the beginning of any phase of work which requires the use of the hazardous chemical. An SDS shall be submitted prior to use of the hazardous chemical on the contract, for any additional hazardous material not covered by the original list.

Standardized Changed Condition Clauses

(1) *Differing site conditions.*

- a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- b. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) *Suspensions of work ordered by the engineer.*

- a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- b. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

- c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment with the time prescribed.
- d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) Significant changes in the character of work

- a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
 - i. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - ii. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

Non-Collusion Provision – 23 CFR 635.112(F)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Postings and Notices

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3); and*

- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here:
<https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here:
http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.



Catie Harrison, P.E.
Engineering Manager

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SECTION 030 – PRINCIPAL CONTRACTOR

Principals:

Name:

Title:

Kevin L. Robertson/President

Craig D. Holt/Vice-President

Marc T. Markwell/Secretary/Treasurer

The following principal(s) is/are authorized to enter into contract

For: Sierra Nevada Construction, Inc.
(General Contractor Company Name)

Kevin L. Robertson

Craig D. Holt

Marc T. Markwell

Principals not listed above:

Name:

Title:

None

/

/

/

CHECK ONE: ☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL-OWNED

I, Kevin L. Robertson, certify that the above list includes all owner and financial partners of the above-mentioned company-corporate structure to the best of my knowledge.


Contractor's Signature

November 9, 2023
Date

TOTAL VALUE OF THE WORK TO BE COMPLETED BY THE PRIME CONTRACTOR
\$ 660,763.00.

MUST BE 50% OR GREATER OF THE TOTAL BASE BID WITHOUT FORCE ACCOUNT.

SECTION 070 – CONTRACT

CONTRACT

This agreement, made and entered into this _____ day of _____, 2023 in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and _____, hereinafter called the Contractor.

Witnesseth, that the Contractor agrees with the City, for the consideration and agreements hereinafter mentioned and contained to be made and performed by the City, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney and hereunto annexed, that they, the Contractor, shall and will at their own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City,

**PLUMAS ST & URBAN RD SIDEWALK IMPROVEMENT PROJECT
CONTRACT NUMBER F400016
PWP WA-2024-005
FEDERAL PROJECT NO. TAP-0031-(347)
NDOT PROJECT NO. 61103**

FEDERALLY FUNDED TRANSPORTATION ALTERNATIVES SET-ASIDE GRANT PROJECT

together with incidental items necessary to complete the work in strict conformity, in every part and particular, with the annexed plans, special provisions and technical specifications which are made a part hereof (Contract Documents), and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the unit prices set forth in the "Schedule of Prices" forms hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, for the prices in the Proposal Schedule of Prices Bid form, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage and Equal Opportunity requirements hereto annexed and hereby made a part of this Agreement. The Contractor further agrees that they shall promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which

damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the Proposal of said Contractor, then Contract Documents shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

- Executed Change Orders
- Contract
- Addenda
- Special Provisions or Technical Specifications
- Supplemental General Provisions
- Proposal
- City of Reno Standard Detail Drawings
- Standard Specifications for Public Works Construction

In the event of a conflict between the Specifications and the Drawings, the more restrictive shall prevail.

The Contractor hereby further agrees to receive and accept the Contract Sum of

_____ Dollars

(\$ _____), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

And the said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the City from any and all claims or liability on account of work performed under this Contract other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written.

ATTEST:

City of Reno, Nevada

City Clerk, City of Reno

Hillary L. Schieve, Mayor

I hereby certify that I have examined the written contract and find the same to be in accordance with the Reno Municipal Code.

By: _____
(Deputy City Attorney)

CONTRACTOR'S SIGNATURE FOLLOWS ON NEXT PAGE

CONTRACTOR'S ACKNOWLEDGEMENT

(Company Name)

(Principal Signature)

(Principal Printed Name)

CONTRACTOR'S NOTARY:

State of _____

County of _____

_____,
(Name of party signing this affidavit & Proposal Form)

known to me to be the _____ of
(Title)

_____,
(Company Name)

acknowledged to me that he executed the above instrument.

Sworn to before me this _____ day of _____, 2023.

(Notary Public)

(Stamp/Seal)

SECTION 100 – SUPPLEMENTAL GENERAL PROVISIONS

CITY OF RENO – PUBLIC WORKS DEPARTMENT

SUPPLEMENTAL GENERAL PROVISIONS

PLUMAS ST & URBAN RD SIDEWALK IMPROVEMENT PROJECT

CONTRACT NUMBER F400016

PWP WA-2024-005

FEDERAL PROJECT NO. TAP-0031-(347)

NDOT PROJECT NO. 61103

FEDERALLY FUNDED TRANSPORTATION ALTERNATIVES SET-ASIDE GRANT PROJECT

100.00.01 – STANDARD SPECIFICATIONS

All materials furnished and work performed shall be done in accordance with the 2012 edition of "Standard Specifications for Public Works Construction" (Orange Book) and any revisions thereto if not covered by the Supplemental General Provisions and the contract documents. The "Standard Specifications for Public Works Construction" are herein referred to as "Standard Specifications". In the event of conflict, error, ambiguity or discrepancy between provisions of the Supplemental General Provisions and/or the contract documents and the Standard Specifications hereinbefore mentioned, the Supplemental General Provision and the contract documents shall take precedence. The Supplemental General Provisions are additions to the Standard Specifications unless specified as a deletion or replacement.

Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated in these contract documents. The contract documents shall take precedence over any provisions of any such laws or regulations applicable to the performance of the work unless the interpretations of the contract document provisions would result in violation of such law or regulation.

100.00.02 – STANDARD DETAILS

The City of Reno "Supplemental Standard Drawing Details" and any revisions thereto, herein referred to as "Standard Details" shall apply to this contract except as modified in the Improvement Plans and/or by these Specifications.

100.00.03 – SCOPE OF WORK

Construction of new sidewalk, ADA ramps, curb and gutter, commercial driveways, bike lanes, provisions for traffic control for the duration of the project, and other miscellaneous work as outlined in the plans and specifications.

Contract prices in the "Schedule of Prices" forms shall be considered full compensation for all labor, materials, tools, equipment, overhead profit, insurance bonding, taxes, and all other incidentals necessary to complete the construction as shown on the Improvement Plans and/or as specified in Contract Documents under this Contract. Actual installed quantities of each item proposed on a unit price basis will be determined during construction in the manner set up for each proposed item in these Specifications. Payment for all items in the "Schedule of Prices" forms will constitute full compensation for all work shown and/or specified to be performed under this project.

100.00.04 – CONTRACTOR COOPERATION

Special Construction phasing/order of work shall be per Section 100.21 of these specifications. The Contractor should note that, in addition to this Contract, there may be other contractors executing construction contracts for other agencies in the area. In the event of concurrent work, it shall be the responsibility of the Contractor to coordinate operations in such manner so that all requirements, restrictions and stipulations specified in these Contract Documents are met.

100.01.11 – CONTRACT TIME

This is a SEVENTY (70) work day contract. The contractor shall comply with the requirements set forth in section 100.21 – Phasing, Order of work and Traffic Control Considerations. The Contract time includes up to three (3) weather days. In the event of additional weather delay exceeding the three (3) allocated, one calendar day will be extended to the contract and the contract end date will extend. Where used within this document, the following definitions shall apply to weather days, the hours, and days of operation:

Normal Working Hours and Days: From 7:00 AM to 5:00 PM, Monday through Friday, excluding holidays. This applies to equipment start up and operation of all equipment.

Night Time Hours: From one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise. This applies to the start up and operation of all equipment.

Weekend Working Hours: From 7:00 PM Friday to 5:00 AM Monday, excluding Holidays.

Weather Day: A weather day will be defined as delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

If the Contractor intends to seek approval to perform contract work outside normal working hours such approval must be obtained from the City's Project Manager at least forty-eight (48) hours prior to commencing such work.

If the Contractor intends to seek approval to perform contract work on Saturday or Sunday, approval must be obtained by the Monday preceding work on the Saturday or Sunday for which work is planned. If the Contractor intends to seek approval to perform work on a legal holiday, they must obtain such approval from the City's Project Manager at least seven (7) days in advance.

The Contractor shall be responsible for any services, costs, overtime, etc., incurred by City for work performed on legal holidays and outside the normal working hours and days.

100.01.17 – HOLIDAYS

Delete Standard Specification section and replace with the following:

No contract work shall be performed on the following legal holidays recognized by the City unless approved by the City's Project Manager:

- New Year's Day (January 1)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Nevada Day (Last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day (4th Friday in November)
- Christmas Day (December 25)
- Other days declared by the President of the United States, Governor of Nevada

100.05.01 – EXAMINATION OF PLANS AND SITE

Delete Standard Specification section and replace with the following:

Each Bidder shall visit the site of the proposed work and become fully acquainted with conditions relating to construction and labor so that the Bidder may fully understand the vehicle and pedestrian traffic volumes, special access requirements to businesses, existing conditions relating to lateral locations, facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidder shall thoroughly examine and be familiar with the drawings and Specifications. The failure of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and become acquainted with conditions there existing shall in no way relieve any obligations with respect to the Bidder's proposal or to the Contract.

100.05.02 – SUBSURFACE INVESTIGATION

The Contractor is cautioned that they may encounter large boulders, hard rock excavation and/or ground water during trench excavation. Special construction techniques and additional permanent asphalt patching/surface restoration may be necessary and will be considered normal for this construction.

100.11 – AWARD OF CONTRACT OR REJECTION OF PROPOSALS

Delete Standard Specification section and replace with the following:

If the award is made, the City will award the contract to the lowest responsive and responsible bidder who complies with the instructions in these contract documents. The award, if made, will be within ninety (90) calendar days after the opening of the proposal.

The City reserves the right to reject any or all proposals. The competency and responsibility of Bidder as evidenced by the information accompanying the proposal, which will be subject to verification, will be considered in making the award. The proposal may be rejected if the unit prices contained in the proposal are unbalanced, either in excess or below reasonable cost analysis.

The City reserves the right to waive requirements relating to minor irregularities in the proposal documents when it is deemed to be in the best interests of the City to do so.

Before any contract is awarded, the bidder may be required to furnish a complete statement of origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, if required by the Specifications to determine their quality and fitness for the work.

100.12 – CONTRACT, PROJECT CONSTRUCTION COORDINATION

The Bidder to whom award is made shall execute a written Contract with the City of Reno within ten (10) calendar days after the date on which the Contract is awarded.

At the preconstruction meeting, the Contractor shall designate a representative who will be on the job or available for communication at all times during construction. The Contractor's representative shall be available twenty-four (24) hours a day by mobile telephone, home telephone, answering service, pager, or other means acceptable to the City's Project Manager. The representative shall be the contact person representing the Contractor and shall be capable of giving direct field orders as the need arises and addressing property owner concerns. Official job communication shall be conducted between the Contractor's representative and the City's Project Manager. It is the intent of this Contract that the Contractor's representative shall be the same person for the entire duration of the project. A proposed change of the Contractor's representative during the course of the project is subject to approval by the City.

100.13 – CONTRACT SECURITY

The successful bidder shall, at the time of signing the Contract, furnish the following listed bonds of a surety company or companies authorized to do business in the State of Nevada and satisfactory to the City of Reno. The bonds shall be made payable to the City of Reno.

100.13.01 – PERFORMANCE BOND

A bond in an amount equal to 100 percent of the full amount of the Contract, as surety for the faithful performance of the Contract, and for the fulfillment of such other requirements as may be provided by law shall be required. The faithful performance bond shall remain in effect for one (1) year after final payment has been accepted by the Contractor.

100.13.02 – LABOR AND MATERIALS BOND

A bond in an amount equal to 100 percent of the full amount of the Contract as surety for the payment of materials and labor costs for which the Contractor has obligated themselves will be required.

100.14 – INSURANCE

Delete Standard Specification section and replace with the following:

Each insurance policy shall bear at least thirty (30) day written notice of cancellation to the certificate holder for any reason other than non-payment of premium which shall bear at least ten (10) day written notice of cancellation.

If the city is notified prior to completion of this contract, that any required insurance is or will be no longer in effect or is scheduled to be cancelled, the city will issue a notice that if insurance is not reinstated prior to expiration of the policy the work will be suspended. It will be the sole responsibility of the contractor to re-establish any and all insurances no longer in effect and provide a copy of current insurance to the City's Project Manager before contractor is allowed to continue work on the jobsite. The insurance must be the same coverage as the original insurance required by this contract. The contractor is not allowed to do any work until it receives a written notice from the city to resume work. The city will not bear any costs associated with the work stoppage due to the lapse in insurance, nor any costs associated with any mobilization or de-mobilization incurred by the contractor due to the insurance lapse. Working days will remain in effect during this time and will continue to count as if the contractor was still working.

If the insurance is not re-established prior to the cancellation date, the contractor will be considered in breach of contract and the contract will be terminated pursuant to Section 100.28.

100.14.01 – LIABILITY INSURANCE

Delete Standard Specifications section and replace with the following:

At all times during the agreement term, Contractor shall procure and maintain, at its sole expense, the following insurance coverage unless waived in writing:

Commercial General Liability at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG 00 01 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

The following coverage shall not be limited, by endorsement or otherwise:

1. Contractual liability coverage, including the definition of "Insured Contract" and the contractual liability exception to the employer's liability exclusion.
2. Completed operations coverage, including the subcontractor exception to the "damage to 'your work'" exclusion.
3. The provisions of Subparts (5) and (6) of the "damage to property" exclusion pertaining to "that particular part..." in ISO form CG 00 01 04 13.

If any underground work will be performed, the policy limits shall be no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products-completed operations aggregate and shall be endorsed to include electronic data liability coverage form CG 04 37 (or equivalent).

In addition, Explosion, Collapse, Pollution and Underground coverage must be reflected in the insurance certificates and shall be no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products-completed operations aggregate.

The Contractor shall maintain limits of no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products-completed operations aggregate, or the amounts customarily carried by the Contractor, whichever are greater. The general aggregate limit shall apply on a per project or location basis.

In the event that asbestos or other hazardous materials risks are excluded from the Comprehensive General Liability, the Contractor must provide an additional policy insuring asbestos or hazardous materials abatement liability that does not exclude asbestos abatement, asbestos disease, hazardous materials disease or transportation to an EPA approved disposal site, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Insurance shall be occurrence based

The policy shall include the City, the Federal Highway Administration, and the Nevada Department of Transportation, including its elected officials, officers, employees, agents and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor, products and completed operations of the Contractor and for premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds.

The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent, including additional insured coverage for the Contractor's premises, operations products and completed operations exposures. The certificate shall confirm Excess Liability is following form.

The Contractor shall obtain and maintain Completed Operations Liability Insurance through the statute of repose after completion of the Project. The limit of Completed Operations Liability Insurance coverage shall be the same as the limit for General Liability.

The Contractor's insurance coverage shall be considered primary insurance. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute in any way.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

The Contractor shall furnish the City a policy or certificate of liability insurance issued by an authorized representative of the insurance carrier including policy forms and endorsements confirming the required coverage. The contract number and name of contract for this project shall be included on the certificate.

This contract includes work that may result in exposure to "hazardous material" as this term is defined by applicable law, including, but not limited to waste, asbestos, fungi, bacterial, and mold.

Automobile Coverage at least as broad as Insurance Services Office Business Auto Coverage form CA 00 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if non owned and hired auto liability are included.

The Contractor shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

The Contractor's policies shall be endorsed to provide a thirty (30) day written notice of cancellation to the certificate holder for any reason other than non-payment of premium which shall bear at least ten (10) day written notice of cancellation.

Certificate Holder: City of Reno
P.O. Box 1900
Reno, NV 89505

Acceptability of Insurers: Insurance is to be placed with an A.M. Best Company, Inc. rating level of **A-** or better, financial size category of **VIII** or better, or otherwise approved by the City in its sole discretion. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

The Contractor shall include all subcontractors as insureds under its policy or it shall require its subcontractors to maintain separate liability coverages and limits as set forth herein.

100.14.01 – PROPERTY INSURANCE

The Contractor shall purchase and maintain property insurance for his property located at the project site.

This policy shall provide for a waiver of subrogation in favor of the City and Contractor.

The insurance shall remain in effect until final acceptance by the City.

Acceptability of Insurers: Insurance is to be placed with an A.M. Best Company, Inc rating level of **A-** or better, financial size category **VIII** or better, or otherwise approved by the City in its sole discretion. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada or on the Insurance Commissioner's approved but not admitted lists.

100.14.02 - WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain Workers' Compensation and Employer's Liability insurance at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada.

The policy shall include an endorsement waiving the insurance company's rights of subrogation against the City. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13.

It is understood and agreed that there shall be no Worker's Compensation and Employer's Liability coverage provided for the Contractor or any subcontractor by the City. The Contractor, and any subcontractor(s), shall procure, pay for and maintain required coverage. The Contractor agrees, as a precondition to the performance of any work under this Contract and a precondition to any obligation of the City to make any payment under this Contract, to provide the City with certificates issued by an insurance company that shows compliance with this Contract and Nevada Revised Statutes (NRS) 616B.627 and 617.210, respectively. Should the Contractor be self-funded, the Contractor shall so notify the City in writing prior to the signing of a Contract. The City reserves the right to accept or reject a self-funded Contractor and to approve the amount of any self-insured retentions. The Contractor agrees that the City is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a contract with the self-funded contractor.

Upon completion of the project, the Contractor shall, if requested by the City, provide the City with a Final Certificate for itself and each subcontractor showing that the Contractor and each subcontractor had maintained the required insurance by paying all premiums due throughout the entire course of the project. If the Contractor or subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

Worker's Compensation and Employer's Liability: Workers' Compensation coverage shall be provided with statutory limits in the State of Nevada. Employer's Liability limits of \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.

If the Contractor fails to make payment for the workmen's compensation insurance, the City will immediately make payment and deduct the cost thereof from the payment then or thereafter due the Contractor.

100.14.03 – ACCIDENT PREVENTION AND SAFETY

This Section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of the City to develop, manage, direct, and/or administer the safety and health programs of contractors or in any way assume the responsibility for the safety and health of their employees. It is required that all contractors adhere to applicable federal, state, and local safety and health standards.

The Contractor shall comply with the Federal Contract Work Hours and Safety Standards Act, as set forth in Title 29, CFR. Copies of the regulations may be obtained at www.ecfr.gov.

The Contractor shall comply with the provisions of the State of Nevada Occupational Safety and Health Act and Federal Occupational Safety and Health Act, as amended.

The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions, on their own responsibility, reasonably necessary to protect the life and the health of employees on the job, the safety of the public, and to protect property in connection with the performance of the work covered by this contract.

It is not the intent of the City to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by the Contractor and their subcontractor groups. Contractors and their subcontractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations which are applicable to the work.

The Contractor shall notify the City's Project Manager immediately of all incidents involving personal injury and/or property damage. Provide a written report known as the Incident Report within 24 hours of any incident. Report for each incident occurrence shall include:

1. Description of event
2. Names of personnel involved
3. Description of injuries and treatment required (short term and long term)
4. Description of property damage
5. Site visits and inspections of other agencies as a result of an incident. Include names of the persons, purpose of the visit, and any other pertinent information.

100.14.03 – DRUG/ALCOHOL PROGRAM REQUIREMENT

In order to be eligible to perform work on a City of Reno Public Works Construction Project, contractors are to have in place a drug and alcohol policy applicable to workers who will be employed on such project. This requirement is a reasonable precaution to ensure a safe and drug-free environment on City of Reno Public Works Construction Projects.

The policy is to be an approved Federal drug and alcohol policy/program which provides, at a minimum, that the use of alcohol, and use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is prohibited while working on any site in connection with work performed under this Contract and assurance that the Contractor's subcontractors are required to cooperate with the Contractor's policy.

The Contractor shall demonstrate compliance with this provision by submitting an affidavit of certification for drug and alcohol policy with their bid under penalty of perjury that the policy is in place, will be actively enforced, and that workers who will be employed on the project will be subject to the policy.

The City of Reno may review the Contractor's record of its drug and alcohol policy at any time during the period following award of the bid up to and including completion of the project in order to determine whether the policy is in place.

Failure to maintain a policy may result in suspension of the Contract, pending proof of compliance by the Contractor, at no cost to the City of Reno.

The Contractor shall indemnify, defend and hold the City of Reno harmless against any and all claims, demands, suits or liabilities that may arise out of or is in any way related to Contractor's application or non-application of their drug and alcohol policy.

100.14.03. – CONFINED SPACE ENTRY

The Contractor shall be required to comply with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) regulations, as outlined in the 29 CFR Parts 1910; "Permit-Required Confined Spaces for General Industry; Final Rule". The Contractor shall submit, at the pre-construction meeting, a written plan for confined space entry and written documentation that its employees have been trained in confined space entry procedures. The plan shall include emergency rescue operations. The documentation shall include the specific names of the trained employees and their training records. Failure to fully comply with this specification during construction may result in a work stoppage until corrective action has been taken. Any work stoppage shall be at the Contractor's expense. Such suspension time shall count against the Contractor's total number of project calendar days under the Contract.

100.14.04 – INDEMNITY

Delete Standard Specification section and replace with the following:

To the fullest extent permitted by laws and regulations the Contractor shall assume the defense of, indemnify and hold harmless the City and its Officers, Employees, and Consultants from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; any act or omission of Contractor arising from the work performed; or on account of or in consequence of any neglect in safeguarding the work; or the use of unacceptable materials in constructing the work; or because of any claims or amount recovered under the "Workman's Compensation Act", or any other law, ordinance, order, or decree. The money due the said Contractor under and by virtue of this Contract as may be considered necessary by the City's Project Manager for such purpose, may be retained for use of City or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for the injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the City's Project Manager; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

Reimbursement to the Contractor by the City in whole or in part for costs of protecting traffic shall not serve to relieve the Contractor of their responsibility as set forth in the Standard Specifications and these Special Provisions.

The Contractor guarantees the payment of all just claims for materials, supplies, and labor, and all other just claims against their, or any, subcontractor in connection with this Contract.

100.15.01 – PREVAILING WAGE, CERTIFIED PAYROLL

Delete Standard Specification section and replace with the following:

This project is subject to prevailing wage rates in accordance with Nevada Revised Statutes Chapter 338. The prevailing wage rates for Washoe County, as established by the Nevada State Labor Commission, shall be paid for all classifications of labor. The Contractor is responsible for verifying and adhering to all prevailing wage rates. Pursuant to Chapter 132, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Assembly Bill No. 190 (NRS 338.030 (9)), the prevailing rates of wages are the rates in effect at the time of the opening of bids and will be paid as provided in Assembly Bill No. 190 and will be included in the conformed contract documents.

This Project is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Labor Standard Provisions. Minimum Wage rates have been determined by the Labor Commissioner of the State of Nevada and are set forth in the contract documents. In no case shall the wage rates be less than prescribed therein. In the event there is a difference between the minimum wage rates as predetermined by the Secretary of Labor and the prevailing wages rates as determined by the State Labor Commissioner for similar classifications of labor, the contractor or and his subcontractor shall not pay less than the wage rate which is the higher of the two. Additionally, if a classification that is being used does not appear in the Davis Bacon Wage decision, a Request for Classification will be required and will be forwarded to the U.S. Department of Labor for approval.

A forty-hour (40-hour) work week shall be performed over no less than a five (5) day week of work. A contractor or subcontractor may work in excess of forty (40) hours a week; however the contractor or subcontractor must pay overtime wages, in accordance with NRS338.020, for hours worked in excess of eight (8) hours in any given day.

The Contractor's attention is directed to NRS Chapter 338, as it relates to Public Works Projects and, specifically, changes in the requirements for submission of certified payrolls and payment of prevailing wages. The Contractor shall make arrangements for submittals at the preconstruction meeting.

The Contractor shall report in writing to the City the name and address of each subcontractor whom they will engage for work on this project within five (5) calendar days after award of Contract. **THIS SUBMITTAL DOES NOT RELIEVE THE CONTRACTOR OF THE SUBMITTAL REQUIREMENTS IN THESE SPECIFICATIONS.**

The Contractor shall report in writing to the State of Nevada Labor Commissioner the name and address of each subcontractor whom they engage for work on this project within ten (10) calendar days after each subcontractor has commenced work on the project. The Contractor shall submit a copy of this information to the City within the same timeframe.

The Contractor shall submit certified payrolls to the City for all individuals working on this project on a weekly basis. The Contractor and all subcontractors are required to submit certified payroll electronically through the City's LCPTracker program. Progress payment requests submitted by the Contractor will not be accepted unless certified payroll submittals from the Contractor and all subcontractors are current for the project period covered by the pay application.

100.15.03 – REGISTRATION OF CONTRACTORS

Contractors shall be licensed in accordance with the provisions of NRS 624 for all projects.

100.15.04 – FAIR EMPLOYMENT PRACTICES/LABOR DISCRIMINATION

Delete Standard Specification section and replace with the following:

Attention is directed to the following portion of NRS Provision 338.125. Contracts negotiated between Contractors and the State, or any of its political subdivisions, shall contain the following contractual provisions:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such Contract 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 further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by a contractor shall constitute a material breach of contract. As used in this article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality. Sexuality and gender identity or expression means a gender-related identity, appearance, expression, or behavior of a person, regardless of the person's assigned sex at birth. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

100.15.05 – PREFERENTIAL EMPLOYMENT

Delete Standard Specification section and replace with the following:

Pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal, first to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada, and second to other citizens of the State of Nevada. If the contractor engaged on the public work is not in compliance with the provisions of this subsection, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void.

100.15.06 – AMERICANS WITH DISABILITIES ACT

The Contractor and all subcontractors shall comply with the 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 CFR 26.101-36.999, inclusive, and any relevant program-specific regulations.

100.15.07 – PAYMENT OF SALES AND USE TAXES

The Contractor, subcontractors, or anyone who provides labor, equipment, materials, supplies or services must comply with applicable federal, 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 this project.

100.15.08 – STATE OF NEVADA BUSINESS LICENSE

NRS 338.072 provides that any subcontractor of the successful bidder who is awarded the contract must also hold a state business license issued pursuant to Chapter 76 of the Nevada Revised Statutes. RMC 4.04.020 applies to subcontractors as to Business License requirements.

100.15.09 – APPRENTICES

Contractor is to comply with Nevada Revised Statutes 338.01165 setting forth the requirements for the use of apprentices on public works which requires a contractor or subcontractor to comply with certain requirements relating to the use of apprentices on public works.

100.16.03 – INSPECTION FACILITIES

Quality Assurance testing and inspection will be provided by the City. Quality Control shall be the Contractor's responsibility. All samples shall be furnished by the Contractor without cost to the City. The City's Project Manager may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with the terms of specifications. Any retests due to faulty workmanship or materials shall be paid for by the Contractor. Specific testing requirements are contained in the Standard Specifications and as modified herein. Subject to NRS 338.140, the responsibility for ensuring that the work is constructed in strict conformance with the contract documents and specifications resides solely with the Contractor.

No payment shall be made to the Contractor for the cost of delay while waiting for inspection by the City's Project Manager of completed work.

100.17 – MATERIALS AND WORKMANSHIP

The Contractor shall warrant equipment, material, and workmanship to be of first quality and approved by the City's Project Manager and shall guarantee that the quality of material and workmanship used in the job will be satisfactory for a period of one year after final acceptance of the work. Any defects occurring during the guarantee period shall be corrected in a manner satisfactory to the City's Project Manager. In the event repairs cannot be made without undue difficulty, the Contractor or his surety shall be responsible to the City for any damages determined reasonable and consistent with the circumstances and acceptable to the City.

The Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work. All materials shall be of good quality and new, except as otherwise provided in the contract documents.

The Contractor acknowledges that any damage to public or private property due to excavation, equipment movement or storage, foot traffic, material storage or any other contractor activity will be replaced in accordance with these Specifications to equal or better than previously existing conditions at the Contractor's expense. Grass will be re-sodded, trees and shrubs replaced in kind, irrigation systems repaired or replaced, fencing restored, and any damaged or removed structures and flatwork repaired or replaced.

100.18 – LOCATION OF WORK, PUBLIC RELATIONS

It shall be the Contractor's responsibility to notify, in writing, all residents and businesses adjacent to this project of the construction working hours and duration of work. Notification shall be provided directly to impacted properties (i.e. properties abutting the work) two (2) calendar days prior to beginning work at that location **excepting** notification for Monday and Tuesday work shall be provided no later than 7:00 PM Thursday. Notification shall be in the form of a "door hanger" or flyer that is hand-delivered by the Contractor to each residence/business. The Contractor shall provide a draft notification for the City's Project Manager's review prior to delivery to impacted properties.

"NO PARKING" signs shall be placed on each street no less than 48 hours in advance of work to be performed. Signs shall have the day or date clearly legible and shall be in good condition.

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

100.18 – USE OF PRIVATE AND PUBLIC PROPERTY

The Contractor shall restrict their construction operations to the limits of City right-of-way and/or easements. The use of property for the convenience of the Contractor that is in addition to the right-of-way and easements provided shall be arranged by the Contractor.

The Contractor shall furnish the City, prior to the use of any public or private property by the Contractor in the performance of the work required under these Specifications, a grading permit for stockpiling/processing materials outside the public right-of-way, see Section 100.49 of this document. No construction activities shall commence on any private property until such permit is obtained.

Prior to acceptance of the work by the City, the Contractor shall furnish written evidence acceptable to the City's Project Manager that private or public property used for construction purposes has been restored to an acceptable condition and all the terms of the authorization between the Contractor and the property owner regarding use of said property have been satisfied.

The Contractor shall take all necessary precautions to preserve private and public property in the immediate area of all construction locations. Complete liability shall be assumed by the Contractor for any damage to private and/or public property during the execution of work. Upon completion of the work, all private and public property shall be, at a minimum, restored to the same or better physical condition as that prior to the commencement of work thereon.

100.19 – CONTRACT TIME, TIME OF COMPLETION

Delete Standard Specification section and replace with the following:

The contractor will be allowed ten (10) calendar days after the date on which the contract is awarded, in which to deliver the contract with the contractor's signature affixed thereto, together with the bonds prescribed by law and these specifications to the agency.

The Contractor shall begin construction no earlier than the date set forth in the "Notice to Proceed." January 8, 2024, is the anticipated start date for the project. The Contractor shall diligently prosecute the project to completion by April 17, 2024. Required intermediate completion milestones for specific portions of the project are addressed in Section 100.21 of these Specifications. Failure to complete the work

within the specified time requirement will subject the Contractor to liquidated damages in accordance with Section 100.39 of these Specifications.

Other construction projects and utility work will be in progress throughout the City during the execution of this project. It is the Contractor's responsibility to coordinate this project's schedule such that no seal coats shall be applied adjacent to or within the limits of other construction projects or on streets used for detours in the execution of the other projects until such time as the construction is completed.

100.19 – PHOTOGRAPHS AND VIDEO RECORDS

Contractor shall comply with Section 337 of these specifications for recording pre- and post-construction documentation. The Contractor shall submit all pre-construction documentation to the Engineer for approval prior to proceeding with project work. Contractor shall provide post-construction documentation for approval prior to substantial completion.

100.20 – BASE LINE, BENCHMARKS AND REFERENCE POINTS

Delete Standard Specification section and replace with the following:

Lines and grades necessary for the control of construction work will be established initially by the City's Project Manager. No payment will be made for the cost to the Contractor of any work or delay occasioned by providing lines, grades or making other necessary measurements. The Contractor shall be responsible for preserving initial construction survey stakes and markers necessary for control of the work for the duration of their usefulness. If any initial construction survey stakes or markers are lost or disturbed and need to be replaced, such replacement shall be by the City's Project Manager at the expense of the Contractor. The Contractor shall notify the City's Project Manager at least three (3) calendar days in advance for the need of survey work.

Unless otherwise specified, all supplemental stakes, in addition to those initially set by the City's Project Manager for control of the work and other than the stakes deemed necessary by the City's Project Manager for their own control of the work, shall be established under the responsible charge of a Professional Land Surveyor registered in the State of Nevada who is retained by the Contractor or other competent personnel as approved by the City's Project Manager. Unless otherwise specified, the above work performed by the City's Project Manager applies only to work administered by the City and subject to City inspection, control and approval.

The City's Project Manager will supply construction staking including offset and elevations for curb & gutter flow line along Urban Rd at 50 feet intervals, offsets for ADA ramp returns, and offsets and grades to back of walk for the sidewalk adjacent to the tennis court at 50 feet intervals. Offset and elevation for the bottom of the ADA switchback ramp will be provided. No construction staking will be provided for the remainder of the ADA switchback ramp. Ramp will be constructed as needed to meet ADA requirements and tie-in to existing driveway elevations.

100.21 – PROGRESS SCHEDULE

Delete Standard Specification section and replace with the following:

The Contractor shall prepare a project schedule plan for the entire contract work and submit it to the City's Project Manager at least seven (7) days prior to the Pre-Construction Meeting.

In addition to the total project schedule, the Contractor shall provide a detailed three (3) week look-ahead work agenda that describes the work item and time frame in the form of a bar graph, listed-itemized schedule or any other form agreed to by the City's Project Manager. The agenda may be updated by contacting the City's Project Manager no later than 48 hours prior to a change. The Contractor shall deliver the agenda for the following week to the City's Project Manager at each weekly progress meeting or no later than noon Thursday. If a holiday or non-working day falls on Thursday, the agenda shall be delivered at or before noon on the preceding working day. If no work or a continuation of the prior week's work is anticipated for the following week, an agenda indicating this shall be submitted. Each agenda shall be signed and dated by the construction superintendent.

Weekly progress meetings may be scheduled at a convenient location to discuss the weekly schedule, work progress, construction concerns or other project matters at the City's Project Manager's discretion. The Contractor's representative and appropriate subcontractor representatives requested by the City's Project Manager shall attend.

100.21 – PHASING AND ORDER OF WORK

Special Events and Facility Coordination Requirements:

The Contractor shall coordinate with the City to accommodate special events and special access to facilities listed below:

Fire Stations
Hospitals
Schools
Businesses

The following is a list of events and facilities that shall require special coordination of work schedule and/or traffic control:

Special Events

- Reno Biggest Little Half
- Downtown River Run
- Reno River Festival
- Ride for the Ta Tas
- Street Vibrations Spring Rally
- Reno Tahoe Odyssey
- Tour De Nez
- Reno Rodeo
- BBQ, Brews, & Blues Festival

Preparation of Work Zone Areas Prior to Special Events:

Prior to completion of the last scheduled working day before special events, including, but not limited to those listed above, the requirements of Section 335 (Clean-Up) shall be strictly enforced. All areas within the work zone which will receive vehicular, bicycle, or pedestrian traffic including, but not limited to pavement surfaces, parking, sidewalks, pedestrian ramps, driveways, alleys and side street

approaches shall be free of construction debris, equipment and traffic control devices to the satisfaction of the Engineer.

Preparation of Site Protection Plan

Prior to construction the Contractor shall provide a protection plan for the areas indicated in the Plans. The protection plan shall ensure that all existing trees and tree roots are properly protected during construction. The plan shall illustrate appropriate protection methods and limits and shall be approved by the Engineer prior to construction.

100.22 – DELAYS

Delete Standard Specification section and replace with the following:

When delays occur due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, acts of the public enemy, acts of government agency, fires, floods, epidemics, strikes, and freight embargoes, the time for completion shall be extended an amount determined by the City's Project Manager to be equivalent to the delays; provided, however, written request for such an extension of time is made by the Contractor within ten (10) days after the beginning of such delay. No allowance shall be made for delay or suspension of the work due to the fault of the Contractor.

100.23 – PROVISIONS FOR HANDLING EMERGENCIES

Delete Standard Specification section and replace with the following:

In the case of emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City's Project Manager, shall be obligated to act to prevent threatened damage, injury or loss. Contractor shall give City's Project Manager prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby.

100.24 – CHANGE ORDERS – FORCE ACCOUNT

The Contractor is to submit a Labor and Material Schedule provided per Section 055 of these Specifications within two hours of the bid opening. The schedule is to contain a list of construction equipment, hourly rates of said equipment, and hourly rates of personnel proposed to be utilized on this contract. At the discretion of the City's Project Manager, the schedule may be used for unanticipated extra work or agreed additional work added to the project.

Extra work shall be authorized by the City of Reno Project Manager and a written Authorization of Contingency (AOC) executed by the City and the Contractor prior to unanticipated extra work being performed.

100.26 – SUSPENSION OF WORK

The City's Project Manager will have the authority to suspend the work entirely or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry

out the provisions of the contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other reason deemed to be in the public interest.

100.27 – FAILURE TO PERFORM PROPERLY

If, in the judgment of the City, the failure of the Contractor to prosecute the work properly places the health and safety of the public at risk, the City may make good such deficiencies immediately and deduct the cost thereof from the payment then or thereafter due the Contractor.

100.28 – DEFAULT AND TERMINATION OF CONTRACT

Delete Standard Specification section and replace with the following:

If the Contractor:

- A. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- B. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work, or
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable or unsuitable, or
- D. Discontinues the prosecution of work, or
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency, or
- G. Allows any final judgment to stand against them unsatisfied for a period of five (5) days, or
- H. Makes an assignment for the benefit of creditors, or
- I. Does not complete at least ninety percent (90%) of the contract work within the contract time, or
- J. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or
- K. If any required insurances are cancelled or terminated during the duration of the contract,

Then the City's Project Manager will give notice in writing to the Contractor and his surety of such delay, neglect, or default.

If the Contractor or surety, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the City shall have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor and the contract shall be deemed terminated. The City's Project Manager may, at his option, call upon the surety to complete the work in accordance with the terms of the contract; or he may take over the work, including any or all materials and equipment on the project as may be suitable and acceptable, and may complete the work by force account, or may enter into a new agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as, in his opinion, may be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the City, together with the cost of completing the work under the contract, shall be deducted from any money due or which may become due said Contractor. In case

such expense shall exceed the sum which would have been payable under the contract, then the Contractor and his surety shall be liable and shall pay to the City the amount of said excess.

100.31 – DATA TO BE FURNISHED BY THE CONTRACTOR, SUBMITTALS

Delete Standard Specification section and replace with the following:

Submittals covered by these Specifications shall include manufacturers' information, samples, requests for substitutions, and miscellaneous work-related submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all contract documents, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the contract documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the Specifications and intent of the contract documents.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the City's Project Manager in each case where the submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among their subcontractors and suppliers.

The Contractor shall coordinate submittals so that work will not be delayed. Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.

The Contractor shall certify on each submittal transmittal document that they have reviewed the submittal, verified field conditions, and complied with the contract documents.

If the Contractor proposes to provide material, equipment, or method of work, which deviates from the contract documents, they shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

When the contract documents require a submittal, the Contractor shall submit four (4) copies of all information plus one reproducible original of all information.

Unless otherwise specified, the City's Project Manager shall have ten (10) calendar days after receipt of submittal to review and comment. The City's Project Manager shall retain the reproducible original.

Subject to NRS 338.140, review of contract documents, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of their responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Project Manager or the City, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

The cost for third and subsequent submittals shall be borne by the Contractor. The cost of reviews for third and subsequent reviews shall be at a rate of \$150 per hour for the City's Project Manager's time.

Contractor shall comply with these specifications for recording pre- and post-construction documentation. The Contractor shall submit all pre-construction documentation to the City's Project Manager for approval prior to proceeding with project work. Contractor shall provide post-construction documentation for approval prior to substantial completion.

100.33 – PROTECTION OF PROPERTY

The Contractor shall protect against any damage to pipes, conduits, or other structures crossing the trenching or encountered during the execution of work and shall be responsible for any damage done to such pipes, structures or property resulting therefrom. If a utility is affected, the Utility Company shall be notified immediately by the Contractor of any damage. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring or other work necessary for such protection.

The Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, ditches, embankments, landscaping, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the work. Contractor shall make satisfactory and acceptable arrangement with the property owner and/or the City over damaged property concerning its repair or replacement and as specified in these Specifications.

The Contractor and their Subcontractors are solely responsible for the security of their work site. Contractor and their Subcontractors shall provide their own security for their work in progress and for the goods, products, material, equipment, systems, construction machinery, tools, devices and other items required, used or to be used in the execution of the work.

100.33 – SPILL CONTROL

A spill is defined as any release of raw sewage, construction water, or other liquids at the site. Spills shall not be permitted at any time throughout the duration of the Contract. Sewage released from the existing sewer system shall be considered a spill. Sewage in contact with the soil on the ground or within pits or excavations shall also be considered a spill.

The Contractor shall be responsible for all consequences and damages caused by a sewage spill due to the Contractor's work activities. Contractor shall give both verbal and written notification to the City's Project Manager immediately in the event of any sewage spill.

100.33.01 – TRAFFIC CONTROL PLANS

The Contractor shall prepare and submit to the City's Project Manager traffic control plans for the project per Section 340 of these Specifications. The traffic control plans shall contain all required information necessary for review and approval by the City. Acceptance of the submitted traffic control plans shall in no way relieve the Contractor of their responsibility for safety requirements. Acceptance of the traffic control plans by NDOT and the City indicates that the plans generally appear to conform to the Contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plans and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with Contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

100.33.01– PROJECT SIGNS

Two Project Signs will be required on this project. Project signs will be provided by the City of Reno and placed by the contractor in locations as determined by the City's Project Manager. The Contractor will be required to maintain the project signs for the duration of the project, including, repair or replacement if damaged, removal of graffiti, or relocation for phasing of work.

100.37 – PROTECTION OF WORK AND CLEANING UP

The Contractor shall keep the work site, staging areas, storage and parking area, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be promptly removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the preconstruction condition of the site. Refer to each section of these Specifications for further requirements.

The Contractor shall not store equipment or materials anywhere other than locations approved by the City's Project Manager. Property surrounding the work site shall be completely free of debris and rubbish at all times.

In the event that waste material, refuse, debris and/or rubbish have not been removed after the Contractor has been directed to do so, the City's Project Manager reserves the right to have this material removed at the Contractor's expense.

The Contractor shall handle paints, solvents, and other construction materials with care to prevent entry of contaminants into storm drains, sewers, surface waters, or soils. **NO SOLID MATERIALS OR SOILS SHALL BE FLUSHED INTO STORM DRAINS OR SEWERS.** Cleaning of these facilities shall be at the Contractor's expense. In the event the Contractor does not clean the facilities to the satisfaction of the City's Project Manager after the Contractor has been directed to do so, the City's Project Manager reserves the right to have the facilities cleaned by others at the Contractor's expense.

The Contractor shall install fences and/or barriers around all excavations and open structures. The barrier shall enclose the area and prevent unauthorized access.

The Contractor shall be responsible for preventing dirt, dust, and sediments from escaping from trucks departing the project site, by covering dusty loads, washing truck tires before leaving the site, or other reasonable methods. The Contractor shall be required to clean said streets as soon as possible, but no later than at the conclusion of each day's operations. Cleaning shall be at the Contractor's expense. Any violation of the requirements shall be sufficient grounds for the City's Project Manager to order the streets in question cleaned at the Contractor's expense. In the event the Contractor does not clean the streets to the satisfaction of the City's Project Manager after the Contractor has been directed to do so, the City's Project Manager reserves the right to have the streets cleaned by others at the Contractor's expense.

The Contractor is responsible for immediately removing all graffiti from equipment, tools and signs on the worksite.

100.37 – SECURITY FOR WORK IN PROGRESS

The Contractor is solely responsible for the security of the site. Contractor shall provide its own security for its work in progress and for the goods, products, material, equipment, systems,

construction machinery, tools, devices and other items required, used or to be used for its scope of the Work.

100.39 – LIQUIDATED DAMAGES/FAILURE TO COMPLETE WORK ON TIME

Time is of the essence of this contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the contractor, the City may retain the sum of One Thousand Dollars (\$1,000) per day for each contract calendar day thereafter, that the work remains uncompleted and not accepted. This sum is not a penalty, being the stipulated damage City will have sustained in the event of failure by the Contractor to complete the work within the contract time. Liquidated damages shall be cumulative for each portion of the work for which the specified construction completion time(s) is not met by the Contractor.

100.40 – SANITATION AND SAFETY

The Contractor shall comply with provisions of local, state and federal regulations as relates to sanitation and sanitary facilities. Portable sanitary facilities shall be provided at each work site location.

100.41 – PUBLIC SERVICE EQUIPMENT

The Contractor shall contact Underground Service Alert at 811 or 1-800-227-2600 a minimum of two working days prior to the start of construction for street or parking lot patching and adjusting service utilities or survey monuments.

The Contractor shall immediately notify the City's Project Manager of any apparent or potential conflict of which the Contractor becomes aware between existing underground facilities and facilities to be installed or constructed as a part of the work required by these specifications and contract documents. Upon said notice, the City's Project Manager will make a timely investigation of the apparent or potential conflict and, if required, will issue instructions to the Contractor for the adjustment of the existing underground facilities or will revise the design of the facilities to be installed, or both.

In the event damage to any existing underground facility should occur during progress of the work, the Contractor shall immediately notify the Project Manager and the City of the damaged facility. The Contractor shall be responsible for any damage to existing underground facilities which may result from their performance of the work and shall arrange for the timely repair of such damaged facilities at his sole cost and expense. The Contractor shall coordinate the temporary shutdown, support, or relocation of existing private utilities as determined necessary during construction with the owning utility, allowing adequate time for relocations as required.

100.43 – UTILITY SERVICES

All utilities required by the Contractor shall be furnished at their expense. Construction and drinking water for Contractor and Subcontractors shall be provided by the Contractor. Connection to fire hydrants or private property services for the purpose of obtaining construction water shall not be permitted.

100.44 – TREE AND PLANT PROTECTION

If a tree or any landscaped vegetation is damaged or destroyed by construction, or by any action of the Contractor, the Contractor shall replace the damaged tree or plant with a healthy one of the same or similar species, subject to the approval of the City's Project Manager. The replacement tree or plant shall be of the same size as the damaged tree or plant and will be placed at the existing grade. The Contractor shall bear all expenses required to establish the replacement tree or plant. The replacement tree or plant shall be guaranteed healthy for one (1) year after the final payment made to the Contractor. The Contractor shall be responsible for any tree or plant that the Contractor had replaced that is deemed unhealthy during that year.

100.47 – TRADE NAMES, SUBSTITUTES AND "OR EQUAL" ITEMS

Delete Standard Specification section and replace with the following:

Whenever an item of material or equipment is specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains, or is followed by, words reading "no like, equivalent, or-equal item", or "no substitution is permitted", other items of material or equipment of other suppliers may be accepted by the City's Project Manager under the following circumstances and subject to NRS 338.140:

1. **Or equal:** If, in City's Project Manager's sole discretion, an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by City's Project Manager as an "or-equal" item.
2. **Substitute items:** If, in City's Project Manager's sole discretion, an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information to allow the City's Project Manager to determine if the item of material or equipment proposed is essentially equivalent to that named and is an acceptable substitute. Requests for review of proposed substitute items of material or equipment will not be accepted from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to City's Project Manager for acceptance thereof, certifying that the proposed substitute will perform adequately and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents, to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by City's Project Manager in evaluating the proposed substitute. City's Project Manager may require Contractor to furnish additional data about the proposed substitute.

3. **Substitute construction methods or procedures:** If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the contract documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to City's Project Manager. Contractor shall submit sufficient information to allow City's Project Manager, in Project Manager's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the contract documents. The procedure for review by Project Manager will be similar to that provided in item 2 above.

All support and/or testing data provided by Contractor for any proposed "or-equal" or substitute item shall be at the Contractor's expense. City's Project Manager will be allowed a minimum of five (5) calendar days to evaluate each proposal and/or submittal made. The City's Project Manager shall be sole judge of acceptability. A proposal and/or submittal may be denied by the City's Project Manager without explanation. No "or-equal" or substitute(s) will be ordered, installed or utilized without City's Project Manager's prior written acceptance. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. The time required by City's Project Manager and/or the Project Manager's consultants for evaluating proposed or submitted substitutes shall be at the Contractor's expense. The rate for reimbursement of these services shall be \$150.00 per hour. The charges for the evaluation shall be applied no matter if the proposed or submitted item is accepted or rejected.

100.48 – DISPUTE RESOLUTION

Delete Standard Specification section and replace with the following:

All claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of, or relating to, this contract or breach of it, unless otherwise settled, must be mediated before initiation of a judicial action.

Unless the parties mutually agree otherwise, mediation will be in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

If the City is the prevailing party in litigation, unless otherwise agreed to in writing, it shall be entitled to an award of reasonable attorney's fees and costs. NRS 338.640(1) applies when appropriate.

100.48.01 – REMEDY AND DAMAGES AVAILABLE TO THE CITY WHICH RESULT FROM CONTRACTOR'S REQUEST TO BE RELEASED FROM PERFORMANCE OF CONTRACT PRIOR TO ISSUANCE OF A NOTICE TO PROCEED

If a Contractor requests to be released from performance of the Contract prior to issuance of a Notice to Proceed, and it is determined by the City that it is in the City's best interest to release the Contractor from performance of the Contract, the Contractor shall pay to the City any and all expenses incurred by the City as a result of the City releasing the Contractor from performance.

100.49 – PERMITS AND LICENSES

The Prime Contractor is responsible for ensuring all subcontractors working on this project hold a current Reno Business License as required by Reno Municipal Code Section 4.04.020. Unless otherwise noted below, the Contractor is responsible for obtaining all certificates, licenses, and permits required to perform the work. This includes current state and local business licenses, certificates, licenses and permits for all on site or off site vehicles, equipment, processes, and activities associated with the work.

100.49 – CITY OF RENO PERMITS

Building Permit - A City of Reno Building Permit is not required for this project.

Other permits, including special use permits, associated with staging areas and material processing yards may be required and are the responsibility of the contractor. No payment will be made by the City for permitting of staging areas and processing yards.

Excavation/Encroachment Permit – The Contractor is responsible for securing an excavation/encroachment permit from the City of Reno prior to construction in the City Right-of-Way for each repair location. The Contractor is responsible for following the conditions of approval listed in the permit. In case of discrepancies between these contract documents and the permit conditions, these contract documents shall prevail. Excavation/Encroachment permit fees from the City of Reno shall be waived for this project.

The Contractor is responsible for securing a Temporary Encroachment permit from the Nevada Department of Transportation (NDOT) and railroad prior to construction in the State or railroad right-of-way. The Contractor is responsible for following the conditions of approval listed in the permit. Excavation/Encroachment permit fees are the responsibility of the Contractor. Permit fees are the responsibility of the Contractor.

Grading Permit for Stockpiling/Processing Materials Outside the Public Right-of- Way - Staging areas and material processing yards are the sole responsibility of the contractor. The City will not be responsible for obtaining permits for any staging areas or material processing yards used by the Contractor. By law, these areas are the responsibility of the property owner. The Contractor shall ensure that said property owners are aware of their responsibility when negotiating permission to use private property for staging operations.

Contractor shall obtain a Grading Permit for Stockpiling/Processing of Materials Outside the Public Right-of-Way prior to use of any site on which the stockpiling/processing will occur, if it is a separate parcel from the site on which the construction is going to occur. The Contractor shall take all necessary precautions to preserve private and public property in the immediate area of work sites. Total liability shall be assumed by the Contractor for any damage to private and/or public property during the prosecution of work. Prior to acceptance of the work by the City, the Contractor shall furnish written evidence acceptable to the City's Project Manager that private or public property used for construction purposes has been restored to an acceptable condition and all the terms of the authorization between the Contractor and the property owner regarding use of said property have been satisfied.

The contractor must submit a grading permit application and required attachments (i.e., site plan, SWPPP, etc. as listed on the grading permit checklist) to Community Development for the site on which the stockpiling/processing will occur.

There will be no fee waivers or payment from the City to the Contractor for any permits associated with Staging Areas and Material Processing Yards.

100.49 – WASHOE COUNTY DUST CONTROL PERMIT

All construction procedures shall conform to Washoe County Air Quality Standards. Dust Control Permits associated with staging areas and material processing yards may be required and are the responsibility of the contractor. No payment will be made by the City for permitting of staging areas and processing yards.

The Contractor will also be responsible for obtaining a Dust Control Permit for any staging areas outside the City right-of-way used by the Contractor. By law, these areas are the responsibility of the property owner. The Contractor shall ensure that said property owners are aware of their responsibility when negotiating permission to use private property for staging operations.

The requirement of a Dust Control Permit is necessary when more than one (1) acre of bare ground is disturbed by construction operations and/or the grading of more than one (1) acre of aggregate surfaces. This requirement applies to underground work as well as surface operations.

100.49 - NDEP CONSTRUCTION STORMWATER PERMIT

All construction activities shall incorporate Nevada Department of Environmental Protection (NDEP) Best Management Practices for Storm Water Management in accordance with the Federal Clean Water Act.

All construction procedures shall conform to Nevada Department of Environmental Protection (NDEP) Best Management Practices for Storm Water Management. The contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP), keep it on site at all times, and modify it as needed.

100.49 – NOISE CONTROL

The Contractor shall perform all work in compliance with OSHA standards and in no case will noise levels be permitted that are greater than allowed by local laws and regulations. Noise levels shall not exceed 65 decibels (db) at 50 feet from the operating equipment.

All internal combustion engines utilized for any purpose on this project, or associated with work on this project, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

Noisy portable equipment, such as generators, compressors and/or pumps shall be equipped with sound abatement enclosures and devices and shall be located as far away from sensitive noise receptor areas as practicable. (Sensitive noise receptors are defined as occupied buildings with windows or doors facing the site.) Noise barriers shall be constructed around noisy stationary construction equipment such as compressors, generators and pumps that are utilized at locations near (within 100 feet of) sensitive noise receptors as defined above during the daytime working hours and at all sites when construction is being completed at night.

Idling equipment not actively being used for construction purposes shall be shut off.

100.49 - ODOR CONTROL

The Contractor shall employ methods and procedures that mitigate the generation and discharge of objectionable odors to the surface environment during all work, including bypassing of sewage flows.

100.50 - MIGRATORY, BATS, AND NOXIOUS WEED MANAGEMENT

All vegetation/structure removal shall be conducted to avoid impacts to listed migratory birds (50 CFR 10.13) that may be actively utilizing vegetation/structures for nesting. Migratory birds are protected in Nevada by NAC 503.050. When possible, vegetation/structure removal should not occur during avian breeding season (generally March 1 through July 31 for Northern Nevada; February 15 through August 31 for Southern Nevada). Raptors and owls may begin nesting as early as January. If vegetation/structure removal shall occur during avian breeding season, nesting surveys shall be conducted by a biologist with experience in bird identification, general nesting behavior, nest and egg identification, and knowledge of habitat requirements for migratory birds. The survey shall be conducted a maximum of 7 days prior to land disturbance. Submit a copy of the biologist's survey report and the biologist's curriculum vitae to the NDOT Engineer, who will provide to the NDOT Environmental Services Division for review.

If nesting sites are found within the project limits, NDOT Environmental Services Division must be contacted through the NDOT Engineer to determine a suitable buffer area around the nest site. The buffer area around the nest site will be flagged as an avoidance area. Disturbance shall not occur within the flagged avoidance area while the nest is occupied.

Bird nests containing eggs and/or young shall not be disturbed until after the young have left the nest, including swallows nesting on structures, and bats using structures for roosting. The Contractor may take preventative measures prior to avian breeding season to ensure that birds do not create nests on structures.

Be responsible for project delays ensuing from a failure to take into account bird nesting season and/or safeguard structures from bird nest construction. Approval shall be obtained prior to commencement of any contract-related activity resulting in the disturbance or removal of unoccupied nests. Do not commence vegetation/structure removal until written approval is obtained.

If bats are identified roosting within the construction area, contact the Nevada Department of Wildlife (NDOW) for proper guidance. An avoidance area with a 100' radius must be maintained until formal guidance is received. For information on how to contact NDOW go to:

http://www.ndow.org/Our_Agency/Contact_Us/

Develop and follow a Noxious Weed Management Plan to prevent the establishment and spread of Nevada State listed noxious weeds per NRS 555 (available at http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weeds_Home/). The management plan shall include methods for reducing the spread of noxious weeds, particularly when moving equipment between sites, by cleaning equipment, personnel, staging areas, construction and excavation sites, and roadways of noxious weed plants and seeds. The plan shall also address the treatment of weeds in topsoil salvage material if necessary.

For more information on State of Nevada requirements, visit: http://agri.nv.gov/Plant/Noxious_Weeds/Responsibilities/

100.51 – PARTIAL PAYMENTS

For each progress payment, five percent (5%) will be held until fifty percent (50%) of the work has been performed. This amount will be held until one hundred percent (100%) completion and final acceptance of the project.

Except for cause, in accordance with NRS 338.525, no retention will be held from subsequent payments.

100.53 – CONTINGENT ITEMS AND INCREASED OR DECREASED QUANTITIES

Delete Standard Specification section and replace with the following:

Quantities shown on the Schedule of Prices are a calculated estimate and will be used for the purpose of comparing bids. Payment will be made for actual quantities furnished, installed, or constructed. An exception is where a specific item is identified in these specifications as a "Contingent item" in which case the quantity set forth on the Schedule of Prices represents no actual estimate, is nominal only, and may be greatly increased or decreased or reduced to zero.

For major items of work not identified as contingent, a net increase or decrease in excess of 25% in the bid quantity may result in a negotiated change in the bid price for that item.

100.54 – NO WAIVER OF LEGAL RIGHTS

The City shall not be precluded or stopped by any measures, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed, and materials furnished by the Contractor, nor from showing that any such measurements, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract. The City shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract or any power herein reserved, or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

100.58 - MEASUREMENT AND PAYMENT

The scope of this section defines the items included in each bid item in the Base Bid Schedule of Prices of these specifications. Payment for work performed by the Contractor under these Contract Documents shall be made at the approved contract agreement bid price for each of the principal items as listed in the Base Bid Schedule of Prices. All contract prices included in the Base Bid Schedule of Prices shall be considered full compensation for all labor, materials, tools, equipment, overhead profit, insurance bonding, taxes, and all other incidentals necessary to complete the construction as shown on the Contract documents and/or as specified in the Contract Documents to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in a manner described for each item in these Specifications. Payment of all items

listed in the bid schedule will constitute full compensation for all work shown and/or specified to be performed under this project. All incidental and appurtenant work essential to the completion of the project in a workmanlike manner, including cleanup and disposal of waste or surplus material, shall be accomplished by the Contractor without additional cost to the City.

Measurements of the completed work will be made in place, with no allowance for waste. Measurements of distances will be made in a horizontal plane, unless otherwise stated. Measurements of areas will be made in a horizontal plane, unless otherwise stated. Widths of pavement removal areas and trenching will be measured as specified in these Contract Documents.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the City's Project Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

Payment shall be made for the actual quantities constructed or installed; said quantities being measured as specified in their respective specification sections. Payment will be made for installed work only. Payment will not be made for stored, uninstalled materials. Payment will only be made for items of work complete, in place, verified and accepted with the disturbed area fully restored and cleaned. Work items not specifically identified in the Proposal, but shown and specified, shall be considered incidental items. No additional payment will be made for incidental items.

Maintain records and documents of payments to subcontractors for 3 years following the final inspection and acceptance of the contract. These records must be available for inspection upon request by any authorized representative of the City of Reno, *NDOT* or FHWA. This requirement also extends to any subcontractor.

Report payments made to each subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that subcontractors report their payments to lower-tier subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

The prime contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than **10** days from the receipt of each payment the prime contractor receives from the City of Reno. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2). For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

The City of Reno will also review payments to DBE/SBE subcontractors to ensure that the actual amount paid to subcontractors is consistent with the dollar amounts stated in the schedule of DBE/SBE participation.

The City of Reno will bring to the attention of the U.S. Department of Transportation (USDOT) any false, fraudulent, or dishonest conduct by the prime contractor in connection with the Federal Aid requirements and the DBE program, so that the USDOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Subpart F of 49 CFR, Part 26.

The City of Reno will consider action under their legal authorities, including responsibility determinations in future contracts, for any false, fraudulent, or dishonest conduct by the prime contractor in connection with the subcontractor information or payments.

SUPPLEMENTAL NDOT LPA REQUIREMENTS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.03 Contents of Proposal Forms. The City of Reno will provide the bid documents via PlanetBids. Bidders are required to register and appear on the planholder list in order for their bid to be accepted.

The City of Reno will maintain a bidders information list, consisting of information about all firms that bid or quote City of Reno contracts.

(a) Subcontractor Information. Comply with the following requirements:

1. All bidders shall submit information on subcontractors which will be paid an amount exceeding 5% of the total bid on the "Bidder Subcontractor Information" form provided by the City of Reno, no later than the bid opening time.
2. Within 2 hours after bid opening time, the 3 apparent lowest bidders shall submit information on subcontractors which will be paid an amount exceeding \$250,000.00, and on subcontractors which will be paid an amount exceeding 1% of the total bid or \$50,000, whichever is greater, on the respective "Bidder Subcontractor Information" forms provided by the City of Reno.
3. The 3 apparent lowest bidders shall submit information on all subcontractors and suppliers that submitted a proposal to the bidder on the "List of Subcontractors and Suppliers Bidding on City of Reno Contracts" form provided by the City of Reno, by 5:00 p.m. local time, on the next business day following the bid opening.
4. All bidders, regardless of their apparent bid ranking, shall submit the "Bidder Disadvantaged Business or Small Business Enterprise (DBE/SBE) Information" form, as required in Subsection 103.08, no later than the bid opening time. Confirmation letters, required by Subsection 103.08, shall be submitted no later than 5:00 p.m. local time on the next business day following the bid opening.
5. A bidder unable to meet the DBE or SBE goal shall submit documentation which outlines their Good Faith Efforts (GFE) toward meeting the contract goal, as outlined in Subsection 102.16. This information shall be submitted no later than 5:00 p.m. local time on the next business day following the bid opening.

6. A subcontractor named by the bidder who is not properly licensed for that portion of the work will be deemed unacceptable. If the subcontractor is deemed unacceptable, provide an acceptable subcontractor before the award of the contract.
7. All bidders shall affirm all work, other than that being performed by the subcontractors listed in the subcontractor reports, will be self-performed.

Failure to submit any of the subcontractor forms described above, with all required information, within the required time, may deem the bid non-responsive.

102.16 DBE and SBE Certification and Bidding Requirements. This contract is subject to Title 49, Code of Federal Regulations, Part 26. Portions of those regulations are set forth in these Standard Specifications, and those regulations in their entirety are incorporated herein by this reference.

It is the policy of the City of Reno that Disadvantaged Business Enterprises and Small Business Enterprises as defined in 49 CFR Part 26 and the City of Reno Disadvantaged Business Enterprise Program shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. All the DBE and SBE requirements of 49 CFR Part 26 apply to this agreement.

The Contractor agrees to ensure that DBEs/SBEs have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs/SBEs have an equal opportunity to compete for and perform contracts.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the contract. Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City of Reno deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments.
- (b) Assessing sanctions.
- (c) Liquidated damages.
- (d) Disqualifying the Contractor from future bidding.

DBEs/SBEs must be certified by the Nevada Unified Certification Program (NUCP) in accordance with 49 CFR Part 26. The Department of Transportation is an agency member of the NUCP. A list of certified DBEs/SBEs may be obtained from the Department of Transportation's website at www.nevadadbe.com.

Certification as a DBE/SBE or a DBE/SBE joint venture shall be predicated on meeting the requirements of 49 CFR Part 26 and the following:

1. The completion and submission of a Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) Certification Application and all required documents.
2. The submission of any additional documentation requested by the processing Agency.

3. The submission of any additional information which the Department of Transportation may require to determine the firm's eligibility to participate in the DBE/SBE program.

Applications for certification by the NUCP are available at the Department of Transportation's Contract Compliance Office, 1263 S. Stewart Street, Carson City, Nevada 89712 and on the Department's website at www.nevadadbe.com.

Applicants submitting a certification application shall agree to permit the Department of Transportation to audit and examine the books, records, and files of their business.

Applications for certification may be filed with the Department of Transportation at any time, however, the firm must be certified at least 5 days prior to bid opening for the project on which the firm seeks to participate to count towards any goals. The Department will process applications in an expeditious manner. The Department will submit applications to the NUCP within 90 days of receiving a completed application and all relevant reference documents.

Bidders shall be responsible for being fully informed about the requirements of the Federal DBE Regulations; particular attention is directed to the following matters:

- (a) A DBE/SBE may participate as a prime Contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies.
- (b) A DBE/SBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control.
- (c) A DBE/SBE must perform a commercially useful function.
- (d) Credit for a DBE/SBE vendor of materials or supplies is limited to 60% of the price unless the vendor manufactures or substantially alters the goods.
- (e) Each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.

When a DBE/SBE participates in a contract, expenditures toward DBE/SBE goals will only count if the DBE/SBE is performing a commercially useful function on the contract. A DBE/SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE/SBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE/SBE is performing a commercially useful function, you shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE/SBE credit claimed for its performance of the work, and other relevant factors.

The value of the work actually performed by the DBE/SBE toward DBE/SBE goals will count according to the following:

1. The entire amount of that portion of a construction contract (or other contract not covered by paragraph number 2 below) that is performed by the DBE's/SBE's own forces will count. The

cost of supplies and materials obtained by the DBE/SBE for the work of the contract, including supplies purchased or equipment leased by the DBE/SBE (except supplies and equipment the DBE/SBE subcontractor purchases or leases from the prime contractor or its affiliate) will count.

2. The entire amount of fees or commissions charged by a DBE/SBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE/SBE goals, will count provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE/SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE/SBE goals only if the DBE/SBE subcontractor is itself a DBE/SBE. Work that a DBE/SBE subcontracts to a non-DBE/non-SBE firm does not count toward DBE/SBE goals.
4. When a DBE/SBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE/SBE performs with its own forces toward DBE/SBE goals will count.

Expenditures for materials or supplies will count toward DBE/SBE goals according to the following:

1. If the materials or supplies are obtained from a DBE/SBE manufacturer, 100% of the cost of the materials or supplies will count. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE/SBE regular dealer, 60% of the cost of the materials or supplies will count. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Determination of whether a DBE/SBE trucking company is performing a useful function and the expenditures that count toward DBE/SBE goals will be as follows:

1. The DBE/SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE/SBE goals.
2. The DBE/SBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE/SBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE/SBE may lease trucks from another DBE/SBE firm, including an owner-operator who is certified as a DBE/SBE. The DBE/SBE who leases trucks from another DBE/SBE

receives credit for the total value of the transportation services the lessee DBE/SBE provides on the contract.

5. The DBE/SBE may also lease trucks from a non-DBE/non-SBE firm, including from an owner-operator. The DBE/SBE who leases trucks from a non-DBE/non-SBE is entitled to credit for the total value of transportation services provided by non-DBE/non-SBE lessees not to exceed the value of transportation services provided by DBE-owned/SBE-owned trucks on the contract (one to one rule for trucking).
6. For trucks leased to the DBE/SBE from either a DBE/SBE or non-DBE/non-SBE firm, the lease must indicate that the DBE/SBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE/SBE, so long as the lease gives the DBE/SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE/SBE.

DBE/SBE subcontractors submitted by the prime Contractor as meeting the requirements of this Subsection must have a license, for the type and quantity of work to be performed by said DBE/SBE subcontractor, issued by the appropriate agency prior to the bid opening.

Upon bid submittal, by the prime Contractor, the prime Contractor becomes committed to those certified DBE/SBE firms listed in the bid proposal on the "Bidder Disadvantaged Business or Small Business Enterprise (DBE/SBE) Information" form.

Verify that all representations made concerning DBE/SBE subcontractors are in conformance with the State Contractors' Board Rules and Regulations as well as other Federal and State laws and regulations.

Begin procedures for licensing early enough to insure that DBE/SBE subcontractors are properly licensed prior to the time of the bid opening.

A bidder unable to meet the DBE/SBE goal shall submit documentation which outlines in detail good faith efforts to meet the goal. The bidder must show that it took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE/SBE participation. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE/SBE participation sufficient to meet the contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE/SBE contract requirements. The City of Reno will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. Some efforts which may be shown are as follows:

- (a) Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBEs/SBEs of contracting and subcontracting opportunities.
- (b) Whether the Contractor advertised in general circulation, trade association and minority-focus media concerning the subcontracting opportunities.
- (c) Efforts to negotiate with DBEs/SBEs for specific sub-bids including at a minimum:
 1. The names, addresses, telephone numbers, and dates the DBEs/SBEs were contacted and the DBEs/SBEs response.

2. A description of the information provided to DBEs/SBEs regarding the plans and specifications for portions of the work to be performed.
 3. A statement of why additional agreements with DBEs/SBEs were not reached.
- (d) Whether the Contractor followed up initial solicitations of interest by contacting DBEs/SBEs to determine with certainty whether the DBEs/SBEs were interested.
 - (e) Whether the Contractor selected portions of the work to be performed by DBEs/SBEs in order to increase the likelihood of meeting the DBE/SBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE/SBE participation).
 - (f) Whether the Contractor provided interested DBEs/SBEs with adequate information about the plans, specifications and requirements of the contract.
 - (g) Whether the Contractor negotiated in good faith with interested DBEs/SBEs, not rejecting DBEs/SBEs as unqualified without sound reasons based on a thorough investigation of their qualifications.
 - (h) Whether the Contractor made efforts to assist interested DBEs/SBEs in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor.
 - (i) Whether the Contractor effectively used the services of available minority community organizations; minority contractors' groups; local, State, and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs/SBEs.

The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract. In order to meet the requirement prescribed under Section 112 (c) of Title 23, United States Code, relative to the award of contracts, furnish with the proposal a sworn statement executed by or in behalf of the person, firm, association or corporation submitting the bid. Provide such sworn statement in the form in the contract documents and sworn to before such persons as are authorized by the laws of the State to administer oaths.

103.08 DBE and SBE Verification and Award Requirements. A DBE participation goal/percentage of 8.0% has been established for this contract.

The award of the contract, if it be awarded, shall be to the lowest responsible and responsive bidder meeting the DBE/SBE goals or who has made a good faith effort to do so as outlined in Subsection 102.16.

The DBE/SBE information is subject to verification by the City of Reno and/or the Department of Transportation, which may require additional information or clarification. The DBE/SBE information shall be placed on the "Bidder Disadvantaged Business or Small Business Enterprise (DBE/SBE) Information" form. Complete the form entirely with all the required information.

Provide written confirmation letters and quotes from each DBE/SBE firm named on the "Bidder Disadvantaged Business or Small Business Enterprise (DBE/SBE) Information" form to meet the DBE/SBE goal, stating that they agree to perform the work committed to, for the price committed to on the form. This written confirmation must be on the DBE/SBE firm's letterhead and must be received by the City of Reno no later than 5:00 p.m. local time on the next business day following the bid opening.

If it is determined that the bidder has failed to meet the DBE/SBE requirements, the bidder will be provided an opportunity for administrative reconsideration prior to the award of the contract to the next apparent low bidder.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether they met the goal or made adequate good faith efforts to do so.

The decision on reconsideration will be made by an official who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so.

The bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

A written decision on reconsideration will be sent to the bidder explaining the basis for finding that they did or did not meet the goal or make adequate good faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the City of Reno and/or the Department of Transportation.

Failure by the Contractor to fulfill the DBE/SBE contract requirements and to demonstrate good faith efforts constitutes a breach of this contract. In such instance, the City of Reno may:

- (a) Withhold progress payments or portion thereof;

- (b) Deduct as damages an amount equal to the unmet portion of the DBE/SBE commitment not achieved;
- (c) Remove the Contractor from the prequalified bidders list for repeated violations;
- (d) Suspend and debar for violations, falsifications, or misrepresentations;
- (e) Terminate the contract; or
- (f) Refer the matter for criminal prosecution.

SECTION 106 - CONTROL OF MATERIAL

106.12 Buy America. In accordance with Title 23 CFR 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials, prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials are materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce the steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed. Keep fully informed of all Federal and State laws, all local bylaws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees, and protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaws, ordinances, regulations, orders or decrees, whether by yourself or your employees. If the City of Reno suffers any fines or penalties because of the failure to comply with said laws or regulations, the City of Reno may deduct the amount of said fine or penalty from any monies due.

Any project related use of areas outside of the highway right of way are subject to all applicable Federal, State, and local laws, regulations, ordinances and clearances (including but not limited to environmental and archaeological clearances), as well as the requirements and conditions as specified herein.

Use hauling vehicles transporting materials to and from the project either empty or loaded meeting the requirements and complying with laws and regulations as would be required when traveling on a public street or highway for any other purpose.

During the performance of all contracts, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Reno and/or the Department of Transportation to be pertinent to ascertain compliance

with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Reno, or the Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Reno shall impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the City of Reno or the Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City of Reno to enter into such litigation to protect the interests of the City of Reno, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

107.05 Federal Aid Provisions. (a) Work Subject to Inspection and Approval of Federal Agency. When the United States Government pays all of any portion of the cost of the work, observe the Federal Laws authorizing such participation and the rules and regulations made pursuant to such laws. Subject the work to the inspection of the authorized representatives of such Federal agencies as are created for the administration of these laws, but such inspection will in no sense make the Federal Government a party to the contract and will in no way interfere with the right of either party hereunder.

(b) Fair Labor Standards Act. The Wage and Hour Division, U.S. Department of Labor requires that contractors or subcontractors engaged in highway construction work meet the provisions of the Fair Labor Standards Act of 1938 (52 Stat. 1060) or as amended. (Title 29, United States Code, Section 201, et seq.)

(c) Cargo Preference Act. Contractors and subcontractors engaged in transoceanic shipment of any equipment, material, or commodities pursuant to this contract, are required to meet the provisions of the Cargo Preference Act of 1954 (46 CFR 381, paragraph 7b) or as amended.

(d) Nondiscrimination Assurance. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Subletting of Contract. Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof or right, title or interest therein, without prior written consent of the Engineer and of the surety. The subcontractor or assignee shall not have any claim against the City of Reno by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds. Without exception and before the performance of any work by a subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the Contractor and the subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows:

- (a) The type, amount, and price for partial items of work must be clearly indicated.
- (b) Subcontracts with DBE/SBE firms must clearly show the type, amount, and agreed price for the work.

The subcontractors shall not begin work on the contract until after these documents have been reviewed and approved.

See the paragraph contained in Subsection 110.01 pertaining to Title 29, Code of Federal Regulations, Part 1926.

See Subsection 102.03 for subcontractor information required on the day of bid opening.

According to NRS 338.141, do not substitute any person for a subcontractor who is named in the bid, unless:

- (a) The City of Reno objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
- (b) The substitution is approved by the City of Reno and:
 - 1. The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered;
 - 2. The named subcontractor files for bankruptcy or becomes insolvent; or
 - 3. The named subcontractor fails or refuses to perform his subcontract within a reasonable time.

Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts.

Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the contract except as follows:

- (a) If electing to furnish materials for work to be performed by an approved subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a Contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

- (b) When performed by subcontract, any items that have been selected as "Specialty Items" for the contract will be excluded from amounts applicable to the subcontracted percentage. "Specialty Items" for the contract will be listed as such in the Special Provisions.

The contract amount bid for "Specialty Items" so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the Contractor.

The City of Reno and the Contractor will not recognize any subcontractor on the work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the City of Reno. The Contractor will be held solely responsible for the progress of the work according to the progress required.

Insert in each subcontract all of the following contract provisions, copies of which are contained in the contract documents:

- (a) LABOR PROVISIONS: The "DESIGNATED HOURLY MINIMUM WAGE RATES" supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
- (b) FORM FHWA-1273: The "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)", "Appendix A of Department of Transportation Order 1050.2A" and "Appendix E of Department of Transportation Order 1050.2A."
- (c) The "ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS."
- (d) The "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)."
- (e) The "ADDITIONAL CONTRACT PROVISIONS—EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions."

- (f) The certification on "RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS."
- (g) The "AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) and 2 CFR PARTS 180 AND 1200 – SUSPENSION AND DEBARMENT"

Insert the following statements in each subcontract:

**"NON-DISCRIMINATION IN EMPLOYMENT
AND CONTRACT LABOR PROVISIONS"**

"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 or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder."

"Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including the "Designated Wages" as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the "Required Contract Provisions, All Federal-aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)"; the "Contract Work Hours Standards Act—Overtime Compensation."

"Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964," a pertinent portion is as follows:

"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, age, color, national origin or sex. Such agreement 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."

**"NOTICE TO PROSPECTIVE SUBCONTRACTORS AND
MATERIAL SUPPLIERS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES"**

"A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity Clause."

"Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such

facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.”

“Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.”

Also insert in each subcontract agreement, a clause requiring subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The contract provisions shall in no instance be incorporated by reference.

The Contractor shall not terminate a DBE/SBE subcontractor (or an approved substitute DBE/SBE firm) listed as specified in Subsection 102.03 without written approval. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE/SBE subcontractor with its own forces or those of an affiliate, a non-DBE/non-SBE firm, or with another DBE/SBE firm.

The City of Reno will provide such written approval only if it agrees that the Contractor has good cause to terminate the DBE/SBE firm. Good cause includes the following circumstances:

1. The listed DBE/SBE fails or refuses to execute a written contract.
2. The listed DBE/SBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/SBE to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
3. The listed DBE/SBE fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.
4. The listed DBE/SBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The listed DBE/SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.
6. The City of Reno has determined the listed DBE/SBE is not a responsible contractor.
7. The listed DBE/SBE voluntarily withdraws from the project and provides to the Contractor and the City of Reno written notice of its withdrawal.
8. The listed DBE/SBE is ineligible to receive DBE/SBE credit for the type of work required.
9. A DBE/SBE owner dies or becomes disabled with the result that the listed DBE/SBE contractor is unable to complete its work on the contract.
10. Other documented good cause that you determine compels the termination of the DBE/SBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE/SBE it

relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE/SBE was engaged or so that the Contractor can substitute another DBE/SBE or non-DBE/non-SBE after contract award.

The Contractor shall give notice in writing to the DBE/SBE and the City of Reno of its intent to request to terminate or substitute a DBE/SBE, and the reason for the request. The Contractor shall give the DBE/SBE 5 days to respond to the Contractor's notice and advise the City of Reno and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the termination should not be approved. If required in a particular case as a matter of public necessity, the City of Reno may provide a response period shorter than 5 days.

When a DBE/SBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor will make good faith efforts to find another DBE/SBE subcontractor to substitute for the original DBE/SBE. These good faith efforts shall be directed at finding another DBE/SBE to perform at least the same amount of work under the contract as the DBE/SBE that was terminated, to the extent needed to meet the contract goal.

When performed by subcontract, the following items of work, designated herein as "Specialty Items," are hereby exempted from the provisions that 50% of the value of the work be performed by the Contractor with his own organization, but are not exempted from the remaining provisions concerning subcontracting.

Specialty Items:

Description
N/A

Bid Item Number

SECTION 110 - WAGES AND CONDITIONS OF EMPLOYMENT

110.01 Description. The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the contract by subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the contract documents. Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to the City of Reno, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the “site of the work.” The term “site of the work” is defined as follows:

The “site of the work” is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor’s agents. Material sources controlled by the City of Reno and staging areas set up to construct portions of the work are considered to be the “site of the work.” Not included in the “site of the work” are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the “site of the work.”

The Contractor and subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee engaged in work on the project. Submit these payrolls and statement of compliance to the Nevada Department of Transportation and the State of Nevada Labor Commissioner.

Submit payrolls electronically via the internet into the City of Reno contracted payroll tracking system. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to

Proceed, the City of Reno will provide the Contractor with the website addresses and a Login Identification and Password to access the payroll system.

The City of Reno contracted payroll tracking system is LCP Tracker. Options for interface software and training to utilize the system are available on LCP Tracker websites.

Pay an annual LCP Tracker Access Fee of \$1,100.00 for contracts bid up to \$5 Million, an annual fee of \$1,800.00 for contracts bid over \$5 Million up to \$10 Million, an annual fee of \$2,900.00 for contracts bid over \$10 Million up to \$25 Million, and an annual fee of \$5,800.00 for contracts bid over \$25 Million up to \$100 Million.

110.02 Laws Cited. See the provisions and requirements of the following:

- (a) Wages, Hours and Employment on Public Works—NRS Chapter 338.
- (b) Nevada Industrial Insurance Act—NRS Chapter 616A. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act, and furnish said certificate before any work is commenced.
- (c) Unemployment Compensation Law—NRS Chapter 612.
- (d) Highway Camp Sanitation—NRS 444.130, 444.200 and 444.210.
- (e) Fair Labor Standards Act of 1938 (52 Stat. 1060).
- (f) Work Hours Act of 1962.
- (g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the Contractor.
- (h) Fraudulent and Discriminatory Employment Practices—NRS Chapter 613.

*****END OF SUPPLEMENTAL GENERAL PROVISIONS*****

(THE REMAINDER OF THIS SHEET HAS BEEN INTENTIONALLY LEFT BLANK)