

CITY OF RENO  
PUBLIC WORKS DEPARTMENT

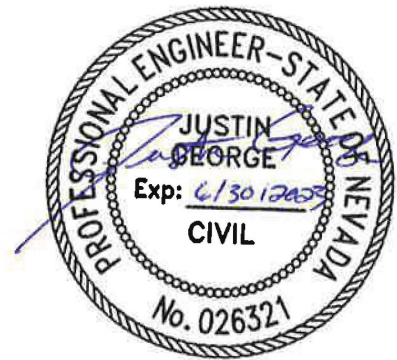
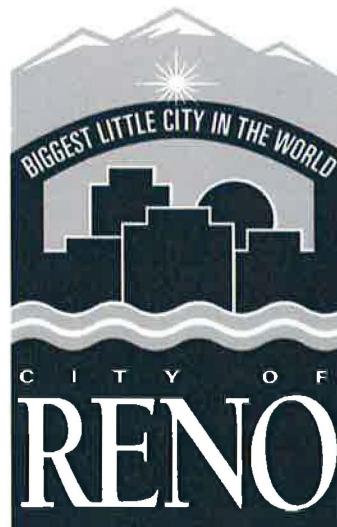
PROPOSAL, CONTRACTS AND  
SPECIAL PROVISIONS  
FOR

PUBLIC SAFETY CENTER

CONTRACT NO. E100181A

PWP WA-2021-278

NOT REPRODUCIBLE



Front end documents  
only

Director of Public Works  
John Flansberg, P.E.

Justin  
George

Digitally signed by Justin  
George  
DN: cn=Justin George, o=City  
of Reno, ou=Public Works,  
email=georgej@reno.gov,  
c=US  
Date: 2021.06.01 15:06:47  
-07'00'

**SECTION 010 – NOTICE TO CONTRACTORS**

**Proposals Requested  
By  
CITY OF RENO – PUBLIC WORKS DEPARTMENT  
  
PUBLIC SAFETY CENTER  
CONTRACT NUMBER E100181A  
PWP WA-2021-278**

Proposals via PlanetBids will be received by the City of Reno until 2:00 P.M. Local Time on Tuesday, August 3<sup>rd</sup>, 2021, for CONTRACT NUMBER E100181A.

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:

Improvements to the site and building previously occupied by the Reno Gazette Journal (formerly 955 Kuenzli Street) for remodel into the Public Safety Center (new address of 911 Kuenzli Street) to house the operations of Reno Police Department headquarters, evidence, and dispatch. The work includes, but is not limited to, the demolition, structural, architectural, mechanical, electrical, plumbing, information technology systems, lighting, food services, site civil, and landscaping improvements.

A mandatory pre-bid meeting and site walk will be held on Tuesday, June 15<sup>th</sup>, 2021 at 8:00 AM. Bidders are required to meet at 911 Kuenzli Street, Reno.

The Bidders attention is directed to Nevada Revised Statutes 338.01165, enacted by the Nevada Legislature by passage of Senate Bill No. 207, 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.

Digital copies of the plans, specifications and related documents are available through PlanetBids (Invitation #CP-2021-14) for downloading from the City of Reno's website <http://reno.gov/business/bids-rfps>. Only those bidders who have registered and are included in and appear on the planholder list may submit a bid.

The contact person for this project is Justin George, Associate Civil Engineer, with the City of Reno, and may be reached at (775) 785-5817, [georgej@reno.gov](mailto:georgej@reno.gov).

Adv. Reno Gazette-Journal – Tuesday June 1<sup>st</sup>, 2021 and Tuesday June 8<sup>th</sup>, 2021  
1 Proof

**SECTION 015 – INSTRUCTIONS TO BIDDERS**

**PUBLIC SAFETY CENTER  
CONTRACT NUMBER E100181A  
PWP WA-2021-278**

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The contact person for this project is Justin George, Associate Civil Engineer, with the City of Reno, and may be reached at (775) 785-5817, [georgej@reno.gov](mailto:georgej@reno.gov).

The last day to submit bidding questions, clarifications, RFIs, etc. is Thursday July 22<sup>nd</sup>, 2021 at 5:00 pm. Submissions need to be sent to both Justin George at [georgej@reno.gov](mailto:georgej@reno.gov) and Casey Clark at [casey@onestudiondna.com](mailto:casey@onestudiondna.com).

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.

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.

For projects which are estimated to exceed \$2.5 million in accordance with the engineer's estimate, Bidders must be prequalified pursuant to NRS 338.1382(1)(a) to bid on the project. Bidders at the time of submission of the bid must be qualified by the State of Nevada Public Works Board and be on the State Public Works Board Qualified Bidder List. A bidder not prequalified is not an eligible bidder.

In order to claim the benefits of NRS 338.147 or 338.1389, the bidder must attach a Certificate of Eligibility at the time of the proposal submittal and complete and submit the Affidavit Regarding Preference in bidding within 2 hours after completion of the opening of the bids.

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 the Proposal is submitted to the City of Reno. Failure to possess the appropriate Contractor's license at the time the Proposal is submitted will result in the Proposal being rejected.

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.

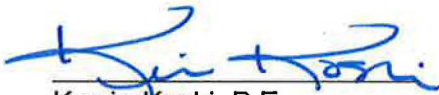
The minimum wages to be paid for labor shall not be less than the prevailing wages scale for Washoe County as determined by the Labor Commissioner of the State of Nevada. The provisions of NRS 338.010 through NRS 338.090 shall apply.

The Bidders attention is directed to Nevada Revised Statutes 338.01165, enacted by the Nevada Legislature by passage of Senate Bill No. 207, 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.

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.



Kerrie Koski, P.E.

City Engineer / Assistant Public Works Director

SECTION 030 – PRINCIPAL CONTRACTOR

Principals:

Name: Tobin Basta Title: President  
\_\_\_\_\_  
\_\_\_\_\_

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

For: Plenium Builders  
(General Contractor Company Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principals not listed above:

Name: Christopher Dianda Title: Secretary - Director  
Michael Dianda / Treasurer - Director  
\_\_\_\_\_

CHECK ONE: ☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL-OWNED

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

Tobin Basta  
Contractor's Signature

8/3/21  
Date

TOTAL VALUE OF THE WORK TO BE COMPLETED BY THE PRIME CONTRACTOR  
\$ 4,035,316

MUST BE 5% OR GREATER OF THE TOTAL BASE BID WITHOUT FORCE ACCOUNT.

## **CONTRACT**

### **PUBLIC SAFETY CENTER CONTRACT NUMBER E100181A PWP WA-2021-278**

#### **ARTICLE 1 THE WORK OF THIS AGREEMENT AND PARTIES TO THE AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in Reno, Nevada, by and between the City of Reno, hereinafter called the Owner, and

\_\_\_\_\_.

Witnesseth, that the Contractor agrees with the Owner, for the consideration and Agreements hereinafter mentioned and contained to be made and performed by the Owner, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney, that he, the Contractor, shall and will at his own proper cost and expense, do all the work and furnish all the materials and any incidentals, necessary for the substantial construction and completion of the aforementioned project, to the satisfaction of the Owner.

The Contractor shall promptly commence and diligently prosecute the Work that is the subject of this Agreement and achieve Substantial Completion of the entire Work not later than 250 working days from the written Notice to Proceed.

The Owner is:           City of Reno  
                                P.O. Box 1900  
                                Reno, NV 89505

The Architect is:       OneStudio D+A (formerly: MBA Architecture + Interior Design)  
                                6151 Lakeside Drive, Suite 1100  
                                Reno, NV 89511

#### **ARTICLE 2 THE CONTRACT DOCUMENTS**

Work shall be completed in strict conformity, in every part and particular, with the Contract Documents, which consist of this Agreement, Conditions of the Contract (General Conditions and Supplementary Conditions), Special Provisions for Site Work, Project Manual, Drawings, Specifications, and Addenda issued prior to execution of this Agreement and written modifications issued after execution of this Agreement and are as fully part of the Contract as if attached to this Agreement or repeated herein.

#### **ARTICLE 3 CONTRACT SUM**

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.

The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: \_\_\_\_\_.

The Owner 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 of the Contract Documents 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 Owner.

#### **ARTICLE 4 PROGRESS PAYMENTS**

Based upon Application for Payment including all supporting documentation submitted by the Contractor to the Construction Manager, and upon Project Application and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents. 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.

#### **ARTICLE 5 FINAL PAYMENT**

As soon as practical, following the completion of the work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the work; if, in the Owners opinion, all provisions of the Specifications and Agreement have been satisfied, and Owner will cause a Notice of Completion to be sent to the Contractor, Worker's Compensation Agency and the State. At the expiration of thirty (30) days following sending of the Notice of Completion, final payment shall be made as follows:

After deducting all previous payments from the total value of the work, the remaining balance shall be paid. Upon demand by the Owner, Contractor shall submit evidence satisfactorily to the Owner that all payrolls, materials, bills and other indebtedness relating to the work performed have been paid before final payment is made. Final payment is further subject to the Owner's prior receipt from the Contractor of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties and bonds relating to the Work, and assignment of all guarantees and warranties from contractors, vendors, suppliers or manufacturers.

The said Contractor hereby further agrees that the payment of the final amount due under this Agreement shall release the Owner 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.

## **ARTICLE 6 PREVAILING WAGES**

In the event this Contract is One Hundred Thousand Dollars (\$100,000) or more, the project is subject to prevailing wage rates in accordance with Nevada Revised Statutes Chapter 338. Contractor shall comply with NRS 338.020 through 338.090 and the Acknowledgment and Stipulation of Bidder Regarding Penalties for Noncompliance with all prevailing wage requirements set forth in Nevada State Law. 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.

## **ARTICLE 7 WARRANTY**

The Contractor further agrees that he shall promptly repair, replace, restore, or rebuild, as the Owner may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, for a minimum period of one-year after substantial completion and as stated in the contract documents.

## **ARTICLE 8 CONFLICTS AND HIERARCHY**

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the bid or proposal of said Contractor, the 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**
- **Addenda**
- **Owner - Contractor Agreement**
- **Special Provisions**
- **Supplementary Conditions**
- **General Conditions**
- **Special Conditions for Sitework**
- **Division I of the Specifications**
- **Drawings and Divisions 2-16 of the Specifications.**

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

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 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)

## **SECTION 00800 – SUPPLEMENTAL CONDITIONS**

### **PART I - GENERAL**

#### **1.1 DESCRIPTION**

A. General Conditions: The General Conditions of the Contract for Construction, AIA Document A201™, 2017 Edition, Articles 1 through 15 inclusive, is a part of the Contract Documents, and herein referred to as the “General Conditions.”

B. Supplementary Conditions: The Supplementary Conditions modify, change, delete from or add to the General Conditions. Where any Article, Paragraph, Subparagraph or Clause is modified, changed, deleted from or added to, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

#### **1.2 SUPPLEMENTS**

A. The following Article, Paragraph, Subparagraph and Clause numbering of Supplements is consistent with the General Conditions document modified. The name and decimal designation for the provisions in the document are as follows: An Article has one numeral, i.e., “1”, a Paragraph contains two numerals and one decimal, i.e., “1.1”; a Subparagraph contains three numerals and two decimals, i.e., “1.1.1,” a Clause contains four numerals and three decimals, i.e., “1.1.1.1.”

### **ARTICLE 1 - GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

Add to Subparagraph 1.1.1 before the word “Drawings” in the first sentence:

, Special Provisions for Site Work, the Project Manual,

1.1.1. Add to Subparagraph 1.1.1 at the end of Subparagraph 1.1.1 the following sentence:

The Contract Documents executed in accordance with Subparagraph 1.2.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

Add to Paragraph 1.1 new Subparagraphs 1.1.9 through 1.1.22 as follows:

1.1.9 The term “product” shall mean and includes materials, systems, and equipment.

1.1.10 Whenever the terms “approved,” “directed,” “selected,” “required,” “submitted,” or similar words and phrases are used in the Contract Documents it shall be assumed that the word “Architect” follows the verb as the object of the clause, such as “approved by the Architect”, and “submitted to the Architect”, the Architect being the Architect of record..

1.1.11 The term “furnish” shall mean to furnish products and supervision.

1.1.12 The term “install” shall mean to supply labor and supervision to erect, install and correct.

1.1.13 The term “provide” shall mean collectively furnish and install as defined above.

1.1.14 The term “exposed” shall mean exposed-to-view when the project is substantially complete.

1.1.15 The term “concealed” shall mean not exposed-to-view when the project is substantially complete.

1.1.16 The terms “acceptable”, “equal to”, “or approved equal”, ~and other qualifying words shall imply evaluation and judgment by the Architect, and mean as accepted to or approved by the Architect as being of equivalent quality, utility, and appearance.

1.1.17 Singular words in the Contract Documents shall be considered plural where required by the subject under discussion.

1.1.18 The term “similar” shall mean and be interpreted in its general sense and not as meaning identical, and all details shall be suited to the location and to the connection with other parts of the work.

1.1.19 The term “coordinate” shall mean to satisfactorily combine the work of all trades for a complete and operating system.

1.1.20 The terms “knowledge,” “recognize,” and “discover,” and their respective derivatives, and similar terms in the Contract documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents.

1.1.21 The term “reasonably inferable,” “reasonably inferable,” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill and diligence required of the Contractor by the Contract Documents.

1.1.22 The term “NRS” means Nevada Revised Statutes.

## 1.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

1.2.3: Add to Subparagraph 1.2.3 at the end of Subparagraph 1.2.3 the following:

All work shown on the Plans and Specifications and any work within the scope described in the Contract Documents which is reasonably inferable from or is the logical extension of the Contract Documents for completion of the Project shall be considered as a part of the Work, and shall be executed by the Contractor and the Subcontractors in the same manner and with the same character of material as other portions of the Work without extra compensation to be paid by Owner. It is acknowledged and understood that as of the date of the Bid or the execution of the Contract, the Plans and Specifications may not be complete in every detail, but Contractor warrants and represents that such Plans and Specifications define scope and intent of the Work, taken as a whole, and are sufficiently detailed to establish the Contract Price.

1.2.3.1: Add to Subparagraph 1.2.3 new Clause 1.2.3.1 as follows:

1.2.3.1 In the event of conflicts or discrepancies among the Contract Document, interpretations will be based on the following priorities.



.1 Among the Contract Documents the Architect will provide interpretations per the following order of priorities:

- **Executed Change Orders**
- **Addenda**
- **Owner - Contractor Agreement**
- **Special Provisions**
- **Supplementary Conditions**
- **General Conditions**
- **Division I of the Specifications**
- **Drawings and Divisions 2-16 of the Specifications.**

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

.2 Between Drawings and Specifications, quality shall be governed by the Project Manual and quantity shall be governed by the Drawings.

.3 Within the Drawings, the indication requiring the larger quantity shall govern; between Drawings of different scales, the larger scale drawing shall take precedence, figures shall take precedence over scale dimensions; descriptive notes shall take precedence over scale dimensions; descriptive notes shall take precedence over general notes.

.4 Within the Specifications, higher quality requirements shall govern.

1.2.4: Add new Subparagraph 1.2.4 to Paragraph 1.2 the following:

Titles to Divisions, Sections, Articles, Paragraphs of the Specifications are introduced merely for convenience and reference only.

1.2.5: Add new Subparagraph 1.2.5 and new Subparagraph 1.2.6 to Paragraph 1.2:

1.2.5 If the Contract Documents are not complete as to any minor detail or a required construction system or with regard to the number of combining or installing parts, materials or equipment, but there exists an accepted trade standard for good and workmanlike construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. The term "minor detail" herein includes the concept of substantially equal components, both where the price of each such component is small even though the aggregate cost or importance may be substantial, and also where a single component is incidental to the work even though its cost or importance may be substantial.

1.2.6 All work and material necessary for full and faithfully performance of the Work in accordance with the Intent of the Contract Documents shall be indicated on Shop Drawings and provided by the Contractor to the same extent as if both indicated and specified.

## 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.5.1 Add to Subparagraph 1.5.1 the following: The Contract Documents executed in accordance with Subparagraph 1.2.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.5.2 Delete reference to Paragraph 1.7.

1.7 Delete Paragraph 1.7 from Article 1.

1.9 Add new Paragraph 1.9 FAIR EMPLOYMENT PRACTICES/LABOR DISCRIMINATION to Article 1 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.

1.10 Add new Paragraph 1.10 PREFERENTIAL EMPLOYMENT to Article 1 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.

1.11 Add new Paragraph 1.11 STATE OF NEVADA BUSINESS LICENSE to Article 1 the following:

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.

1.12 Add new Paragraph 1.12 REMEDY AND DAMAGES AVAILABLE TO THE CITY WHICH RESULT FROM CONTRACTOR'S REQUEST TO BE RELEASED FROM PERFORMANCE OF CONTRACT PRIOR TO ISSUANCE OF NOTICE-TO-PROCEED to Article 1 the following:

If a Contractor requests to be released from performance of the Contract prior to issuance of the 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.

1.13 Add new Paragraph 1.13 APPRENTICES

Contractor is to comply with Nevada Revised Statutes 338.01165, enacted by the Nevada Legislature by passage of Senate Bill No. 207, 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.

**ARTICLE 2 - OWNER**

2.1.2 Delete from Paragraph 2.1 Subparagraph 2.1.2

2.2 Delete Paragraph 2.2 from Article 2

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.1 Add the following to the end of Subparagraph 2.3.1

unless otherwise stated in the Contract Documents.

2.3.2 Delete Subparagraph 2.3.2 from Paragraph 2.3

2.3.3 Delete Subparagraph 2.3.3 from Paragraph 2.3

2.3.4 Delete Subparagraph 2.3.4 from Paragraph 2.3

2.3.5 Delete Subparagraph 2.3.5 from Paragraph 2.3

2.3.6 Delete Subparagraph 2.3.6 from Paragraph 2.3

2.3.7 Add new Subparagraph 2.3.7 the following:

The Contractor will be responsible for reproducing all drawings and manuals required by the Contractor, subcontractors and suppliers.

2.3.8 Add new Subparagraph 2.3.8 the following:

The Owner will procure and bear costs of structural tests and special inspections as required by the applicable building code unless otherwise stated in the Contract Documents.

**ARTICLE 3 – CONTRACTOR**

3.1.4 Add the following Subparagraph: Pursuant to Chapter 338 of the Nevada Revised Statutes 338.0117 and 338.147, to qualify to receive a preference in bidding a contractor must submit within 2 hours after the completion of the opening of the bids, a signed affidavit which certifies that for the duration of the project the following will be:

At least 50 percent of all workers employed on the public work, including, without limitation, any employees of the contractor, applicant or design-build team and of any subcontractor engaged

on the public work, collectively and not on any specific day, will hold a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada.

All vehicles used primarily for the public work will be:

- (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or
- (2) Registered in this State.

The contractor and any subcontractor engaged on the public work will maintain and make available for inspection within this State his or her records concerning payroll relating to the public work.

A failure to comply with any requirement of NRS 338.0117 entitles the public body to a penalty pursuant to Subsections 5 and 6 of NRS 338.0117.

### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2: Add to Subparagraph 3.2.2, new Clauses 3.2.2.1 and 3.2.2.2, inclusive, as follows:

3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Owner, or Architect.. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations, and shall be responsible for the accuracy of such dimensions and determination of all existing conditions that may affect the work. In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

3.2.2.2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual measurements and the dimensions indicated on the Drawings, Any differences which may be found shall be submitted to the Construction Manager and Architect for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Construction Manager for the approval by the Architect before making the change.

3.2.5: Add to Paragraph 3.2 new Subparagraphs 3.2.5 and 3.2.6, inclusive as follows:

3.2.5 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions defined in Subparagraph 3.7.4 by executing the Agreement, the Contractor represents the following:

The Work required by Bidding Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and

accepted industry standards applicable to Work; and (3) requirements of any warranties applicable to the Work.

3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was avoidable to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1.1 Add to Subparagraph 3.3.1, new Clause 3.3.1.1 as follows:

3.3.1.1 The Contractor shall review specified construction or installation procedures (including those recommended by manufacturer); and shall advise the Architect (a) if the specified procedure(s) deviates from good construction practice; (b) if following the procedure(s) will affect any warranties, including the Contractor's general warranty; or (c) of objections the Contractor may have to the procedure(s); and shall propose alternative procedure(s) which the Contractor will warrant.

3.3.4 Add to Paragraph 3.3 new Subparagraph 3.3.4 as follows:

3.3.4 Workmanship shall be of the highest quality, and shall be performed by experienced mechanics skilled in the applicable trade. Work shall be installed rigidly, true, level, plumb, straight, and in alignment, fastened or anchored securely and durably, and executed in accordance with manufacturer's recommendations and printed instructions. Fasteners, anchors, and attachments shall be concealed where possible. Abutting components shall have parallel faces. Joint widths shall be parallel and as small as possible unless otherwise indicated.

### 3.4 LABOR AND MATERIALS

3.4.1 Add to Subparagraph 3.4.1 at the end of 3.4.1 the following:

Increases in cost of material or equipment, either specified or approved substitutions, occurring subsequent to execution of the Contract between the Owner and the Contractor, shall be included in the Contractor's original Contract sum and not subject to Change Order.

3.4. Add to Paragraph 3.4 new Subparagraphs 3.4.4, 3.4.5, 3.4.6 and 3.4.7 inclusive, as follows:

3.4.4 The Contractor will be expected to purchase critical materials at the time the Contract is awarded so that delays and substitutions will not be necessary when the time comes to incorporate these materials into the Work. Critical materials are to be stored on the property in protective sheds or in a warehouse approved by the Owner, in the Owner's name, if the Contractor is to be reimbursed for their purchase. Storage charges shall be included in the Contract Sum.

3.4.5 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).

3.4.6 By making requests for substitutions based on Subparagraph 3.4.3 above, the Contractor:

.1 Represents that the Contractor has investigated the proposed substitute product and determined that the proposed substitute product is equal or superior in all respects to the specified product;

.2 Represents that the Contractor will provide the same warranty for the substitute product that the Contractor would for the specified product;

.3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

.4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects and;

.5 Accepts responsibility and liability for substitute product.

3.4.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

### 3.5 WARRANTY

3.5.1 Add to Paragraph 3.5 new Subparagraph 3.5.1 as follows:

3.5.1 The Contractor agrees to assign to the Owner at the time of Substantial completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

### 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

3.7.1 Delete Subparagraph 3.7.1 in its entirety and add new Subparagraph 3.7.1 as follows:

3.7.1 The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of the Contract which are legally required when bids are received or negotiations concluded.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.4 Add to Paragraph 3.10, new Subparagraph 3.10.4 as follows

3.10.4 Refer to Division 1 Section Construction Progress Documentation for additional provisions. The Contractor's Construction Progress Schedule shall be updated monthly as a prerequisite for payment.

### 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.5: In the first sentence of Subparagraph 3.12.5, after the words "The Contractor shall review for compliance with the Contract Documents, approve", insert the following:

"by signing,"

3.12.11 Add to Paragraph 3.12, new Subparagraph 3.12.11 as follows:

3.12.11 The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site unless otherwise stated in the Contract Documents. The Contractor shall secure and arrange for all necessary utility connections unless otherwise stated in the contract documents.

### 3.18 INDEMNIFICATION

3.18.1 Delete Subparagraph 3.18.1 in its entirety, and add new Subparagraph 3.18.1 as follows:

3.18.1 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, 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 Engineer 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 Engineer; 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.

## ARTICLE 5 - SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF WORK

Delete Paragraph 5.2 in its entirety and replace with the following:

Contractor shall comply with NRS 338.141.

### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTORS

Delete Section 5.4.3 in its entirety.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.2 CHANGE ORDERS

7.2.2: Add new Subparagraph 7.2.2 as follows.

7.2.2 Methods used in determining adjustments to the Contract Sum shall be limited to the following:

- .1 Direct cost breakdown as provided in Subparagraph 7.3.4;
- .2 Unit prices stated in the Contract Documents or as subsequently agreed upon; or
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

7.2.3: Add to Paragraph 7.2 new Subparagraphs 7.2.3, 7.2.4, and 7.2.5, inclusive, as follows:

7.2.3 The Contractor will be permitted to include an allowance for overhead and profit due to increased cost brought on by additional work. The Contractor's overhead shall be limited to the costs as indicated in Subparagraph 7.3.4. Overhead and profit shall be deducted from any portion of the work that is deleted. In the case of a change involving both credits and extras, overhead and profit shall be applied accordingly to the net amount. The combined overhead and profit included in the total cost to the Owner for a change to the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, overhead and profit shall not exceed 10 percent of the cost to do the Work.
- .2 For the Contractor, for Work performed by its Subcontractors forces overhead and profit shall not exceed 5 percent of the Subcontractor's cost.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractors own forces, overhead and profit shall not exceed 10 percent of the Subcontractor's costs.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor(s), 5 percent of the amount due the Sub-subcontractor.

7.2.4 In order to facilitate checking of quotations for extras or credits, all proposals for change orders, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor materials and Subcontracts Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000 be approved without such itemization.

7.2.5 Agreements on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.4.5 Delete in its entirety.



## ARTICLE 8 – TIME

8.1.2 Add clause 8.1.2.1 as follows: Contractor shall return a signed contract with all bonds and insurance within 10 business days after Notice of Award.

8.1.3 Add clause 8.1.3.1 as follows: Substantial Completion for the Base Bid shall be no later than April 28<sup>th</sup>, 2023.

8.1.4 Replace “Calendar” with “Working”

Add clause 8.1.4.1 as follows: Contract time for the Base Bid shall be three hundred thirty (330) working days. Shall any Bid Alternatives be selected the contract time shall be extended by adding sixty (60) working days for the Parking Lot improvements, forty five (45) working days for the Evidence area improvements, and forty five (45) working days for the Dispatch area improvements.

### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1.1 Add to Subparagraph 8.3.1 new Clause 8.3.1.1 as follows:

8.3.1.1 Adjustments in the Contract Time will not be permitted for (1) any delay which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor; (2) any delay in the prosecution of parts of the Work, which may in itself be avoidable but which does not necessarily prevent or delay the prosecution of other parts of the Work, or the Substantial Completion of the Work of this contract within the time specified; (3) any reasonable delay resulting from time required by the Owner for review of plans submitted by the Contractor and for making surveys, measurements, and inspections; and (4) any reasonable delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the Owner that does not prevent the Substantial Completion of the Work of this contract within the specified time.

### 8.4 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 Two Thousand Dollars (\$2,000) 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.

### 8.5 HOLIDAYS

No contract work shall be performed on the following legal holidays recognized by the City unless approved by the Engineer:

- 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

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

### **9.3 APPLICATIONS FOR PAYMENT**

9.3.1: Add to Subparagraph 9.3.1 at the end of Subparagraph 9.3.1 the following sentence:

The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document

G702 Application and Certification for Payment supported by a current authorized edition of AIA Document

G703 Continuation Sheet.

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 Pre-Construction 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.

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 the Subcontractor (or Subcontractors) have commenced work on the project. The Contractor shall submit a copy of this information to the City within the same timeframes.

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 LCP tracker program. Progress payments to the Contractor will not be accepted for review unless certified payroll submittals are current.

9.3.2: Add to Subparagraph 9.3.2, at the end of 9.3.2, the following:

Such payment by the Owner for materials and equipment stored on or off the site shall not relieve the Contractor of his responsibility to incorporate said materials and equipment into the Work and for their protection from damage, theft, or destruction until their incorporation into the Work.

9.3.2.1: Add to Subparagraph 9.3.2 new Clause as follows:

9.3.2.1 Contractor shall store materials and equipment in an insured local warehouse

satisfactory to the Owner Contractor shall submit a bill of sale for stored materials with the Application for Payment

9.3.4: Add to Paragraph 9.3 new Subparagraph 9.3.4 as follows:

9.3.4 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.

Payment will only be made for items of work complete, in place, verified and accepted with the area fully restored and cleaned.

#### 9.4 CERTIFICATES FOR PAYMENT

Delete reference to Subparagraph 9.5.1 in Subparagraphs 9.4.1(2) and 9.4.1(3).

9.5 DECISIONS TO WITHHOLD CERTIFICATION - Delete in its entirety.

9.6 PROGRESS PAYMENTS - Delete in its entirety.

9.7 FAILURE OF PAYMENT – Delete in its entirety.

#### 9.8 SUBSTANTIAL COMPLETION

9.8.4 Delete Subparagraph 9.8.4 in its entirety and add new Subparagraph as follows:

A Certificate of Substantial Completion will not be issued until the Architect has determined that the Work is sufficiently complete, in compliance with all local codes, in compliance with the requirements of the Contract, and ready for its intended use and occupancy by the Owner. It is understood that the Substantial Completion of the Work represents that the only items of work remaining to be completed are of minor nature such as touch-up, adjustments, corrections, and omissions to be remedied as may appear on the final list reviewed during the Architect's observation.

9.8.5: Delete Subparagraph 9.8.5 in its entirety and add new Subparagraph 9.8.5 as follows:

Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and certification by the Architect, the Owner shall make payment sufficient to increase the total payments to 100% of the Contract Sum, less such amounts as the Architect, shall determine for incomplete Work and unsettled claims.

### ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following subsections 10.1.1, 10.1.2 and 10.1.3

10.1.1 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](http://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 Engineer 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.**

#### 10.1.2 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 Contractors' 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 in any way related to Contractor's application or non-application of their drug and alcohol policy.

#### 10.1.3 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 Contractors expense. Such suspension time shall count against the Contractor's total number of project calendar days under the Contract.

#### 10.2 SAFETY OF PERSONS AND PROPERTY

*Replace Subparagraph 10.2.4 as follows:*

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the Work, the Contract or shall give the Owner reasonable advance notice and the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

#### 10.3 HAZARDOUS MATERIALS

Delete 10.3.3 in its entirety.

### ARTICLE 11 - INSURANCE AND BONDS

Replace Article 11 in its entirety with the information below:

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 engineer 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.

## 11.1 LIABILITY INSURANCE

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 shall be endorsed to include electronic data liability coverage form CG 04 37 (or equivalent) unless the City waives this requirement in writing.

In addition, Explosion, Collapse, Pollution and Underground coverage must be reflected in the insurance certificates unless the City waives this requirement in writing.

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.

The policy shall include the City, 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.

## 11.2 PROPERTY INSURANCE

The Contractor shall purchase and maintain property insurance upon the entire work at the site for the full cost of replacement at the time of loss. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. This insurance shall be written as a builder's risk, all-risk, or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, theft, vandalism and malicious mischief, lightning, explosion, windstorm, and hail, smoke, aircraft and vehicles, riot and civil commotion, debris removal, flood, earthquake, earth movement, water damage, wind, testing, if applicable, collapse however caused, and damage resulting from defective design, workmanship or material.

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.

Partial occupancy or use of any building shall not commence until the Contractor has secured the consent of the insurance company or companies providing the coverage required in this paragraph. Prior to commencement of the work, the Contractor shall provide certificates of insurance for the property policy or policies obtained in compliance with this section.

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.

## 11.3 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.

#### 11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Contractor shall furnish a Performance Bond and Payment Bond meeting all statutory requirements of the State of Nevada, on the Forms as approved by the City of Reno to cover 100% of the Bid amount. Bonds may be obtained through the Contractor's usual source and cost thereof shall be included in the Base Bid.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.4.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

### ARTICLE 13 - MISCELLANEOUS PROVISIONS

#### 13.1 GOVERNING LAW

Delete 13.1 in its entirety and replace as follows: The Contract shall be governed by the laws of the State of Nevada.

13.1.1 Add to Paragraph 13.1 new Subparagraph 13.1.1 as follows:

Where referenced regulatory requirements or the Contract Documents and regulatory requirements are in conflict, Contractor shall comply with the one establishing the more stringent requirements.

#### 13.2 SUCCESSORS AND ASSIGNS

13.2.1 Delete Subparagraph 13.2.1 in its entirety and replace with the following:

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents.

13.2.2 Delete Subparagraph 13.2.2 in its entirety

13.5 Delete Paragraph 13.5 in its entirety and replace with the following:

Payments due and unpaid under the Contract Documents shall bear interest according to the NRS.

## **ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

14.1.1 Delete Subparagraph 14.1.1, and associated Subparagraphs 14.1.1.1 through 14.1.1.4, and add new Subparagraph 14.1.

14.1.1 The Contractor may terminate the Contract for cause if the Owner materially breaches the Contract by:

- .1 refusing, failing or being unable to make prompt payment to the Contractor without just cause;
- .2 disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over any Projects;
- .3 refusing, failing or being unable to substantially perform in accordance with the terms of the Contract or any other agreement between the Owner and the Contractor.

*Replace Subparagraphs 14.1.2 and 14.1.3 as follows:*

14.1.2 Upon the occurrence of any of the events described in subparagraph 14.1.1, the Contractor may give notice to the Owner setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the Owner fails to cure the default within seven (7) calendar days, the Contractor, without prejudice to any right or remedies, may give notice to the Owner of immediate termination.

14.1.3 If the Contract is terminated by the Contractor pursuant to Paragraph 14.1, the Owner shall pay to the Contractor specified amounts due for work actually performed prior to the effective termination date and reasonable costs associated with termination. The Owner may agree to additional compensation, if any, due the Contractor. Absent agreement on the additional amount due the Contractor, the Owner shall pay the Contractor:

- .1 reasonable costs incurred in preparing to perform the terminated portion of its scope of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if its scope of the work had been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rates of loss, if any; and,
- .2 reasonable cost of settling and paying claims arising out of the termination of subcontracts or supplier orders. These costs shall not include amounts paid in accordance with other provisions hereof.

14.1.4 Delete Subparagraph 14.1.4 in its entirety.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive from the Owner on the same basis provided in Subparagraph 14.1.1

## **ARTICLE 15 - CLAIMS AND DISPUTES**

### **15.1.2 TIME LIMIT ON CLAIMS**

15.1.2 Replace Subparagraph 15.1.2 with the following language:

Statutory limitation periods will be as defined in the NRS.

### **15.1.5 CLAIMS FOR ADDITIONAL TIME**

Replace 15.1.5.1 with the following:

15.1.5.1 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

Delete 15.1.6 in its entirety.

## **15.2 INITIAL DECISION**

15.2.1 Delete reference to Paragraph 11.5

## **15.3 MEDIATION**

Delete Section 15.3 in its entirety and replace with the following:

Claims, disputes, or other matter in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5 and 15.1.6, unless otherwise settled, shall be subject to mediation as a condition precedent to 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 attempt to 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.

## **15.4 ARBITRATION**

Delete Section 15.4 in its entirety. Add the following:

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.

#### 15.4.4 CONSOLIDATION OR JOINDER

Delete Section 15.4.4. in its entirety.

### **ARTICLE 16 - INSPECTION AND AUDIT OF RECORDS**

Add Article 16.1 Inspection and Audit of Records as follows:

#### 16.1 INSPECTION AND AUDIT OF RECORDS

16.1 Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), papers, including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the Owner or any of its authorized representatives. Such records shall include, but not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract. Contractor will cooperate fully and will cause all of Contractor's subcontractors to cooperate fully in furnishing or in making available to Owner from time to time all such information, material and data whenever requested. All subcontracts shall reflect requirements of this Paragraph. If an audit inspection or examination in accordance with this section discloses overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (0.5%) of the total contract fillings, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's finding to Contractor. All books, records, and statements relevant to this Contract must be retained a minimum of three years. The retention period runs from the date of payment for the relevant goods or services by the Owner, or from the date of termination of the Contract, whichever is later.

END OF SECTION