

CITY OF RENO
PUBLIC WORKS DEPARTMENT

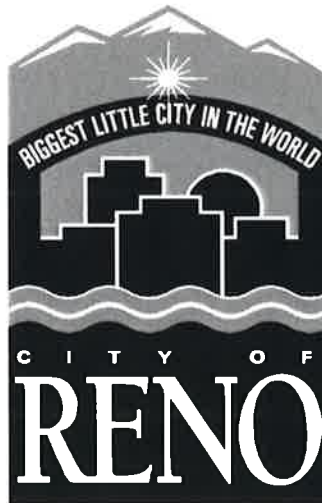
**PROPOSAL, CONTRACTS AND
SPECIAL PROVISIONS
FOR
RENO TENNIS COURTS 13, 14, 15 & 16
REHABILITATION**

CONTRACT NO. PARKS23-1-C
PWP WA-2023-268

FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

"THIS IS A FEDERALLY FUNDED 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

RENO TENNIS COURTS 13, 14, 15 & 16 REHABILITATION
CONTRACT NUMBER PARKS23-1-C
PWP WA-2023-268
“THIS IS A FEDERALLY FUNDED PROJECT”**

Proposals via PlanetBids will be received by the City of Reno until 2:00 P.M. Local Time on Tuesday, March 30, 2023, for Contract Number PARKS23-1-C.

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:

Rehabilitation of existing asphaltic concrete courts 13, 14, 15 & 16 with two (2) new 13,750 square foot, five-inch thick post-tensioned concrete tennis slabs per plans and specifications at the Reno Tennis Center located at 2601 Plumas Street, Reno, NV.

Work also includes the construction of ADA access ramps, application of acrylic color coating and striping, and all other miscellaneous work as outlined in the plans and specifications.

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.

The proposed contract 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.

The bidder must supply all the information required by the bid documents and specifications and complete all forms in the Proposal, including, but not limited to the Section 3 Clause, Suspension and Debarment Certificate, Prime Contractors Agreement of Compliance, and Bidders Statement on Previous Contracts Subject to EEO Clause. The EEO requirements, labor provisions, and wage rates are included in the specifications and bid documents.

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-2023-08) 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 Diego Villagrana, P.E., Associate Civil Engineer, with the City of Reno, and may be reached at (775) 657-4633, villagranad@reno.gov.

Adv. Reno Gazette-Journal –March 9, 2023, March 16, 2023 & March 23, 2023
1 Proof

SECTION 015 – INSTRUCTIONS TO BIDDERS

**RENO TENNIS COURTS 13,14,15 & 16 REHABILITATION
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Digital copies of the plans, specifications and related documents are available through PlanetBids (Invitation #CP-2023-08) 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 and may submit a bid.

The contact person for this project is Diego Villagrana, P.E., Associate Civil Engineer, with the City of Reno, and may be reached at (775) 657-4633, villagranad@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 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, and sale of illegal drugs, narcotics, or other unlawful substances are prohibited while working on any site in connection with work performed under this contract and assurances that the contractor's 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 Section 100.14 - 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.

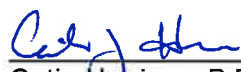
The minimum wages to be paid for labor shall not be less than the prevailing wages scale for Washoe County as determined by the Labor Commissioner of the State of Nevada, or Federal Davis Bacon rates, whichever is higher. The provisions of NRS 338.010 through NRS 338.090 shall apply.

The Bidders attention is directed to Nevada Revised Statutes 338.01165, 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.



Catie Harrison, P.E.
Engineering Manager

SECTION 030 – PRINCIPAL CONTRACTOR

Principals:

Name:	Title:
<u>David Swartz</u>	<u>/ President</u>
<u>Kathryn Radley - Timberlake</u>	<u>/ Executive Vice President / CFO / Secretary</u>
<u>John D. Castle</u>	<u>/ Vice President / General Manager</u>

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

For: Spanish Springs Construction, Inc.
(Prime Contractor Company Name)

David Swartz; Kathryn Radley-Timberlake;

John Castle; Leslie Skinner; Donald Tranberg

Principals not listed above:

Name:	Title:
<u>Leslie E. Skinner</u>	<u>/ Business Operations Manager</u>
<u>Donald Tranberg</u>	<u>/ Senior Estimator / Project Manager</u>
<u></u>	<u>/</u>

CHECK ONE: ☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL-OWNED

I, John D. Castle, 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

04/05/2023
Date

TOTAL VALUE OF THE WORK TO BE COMPLETED BY THE PRIME CONTRACTOR
\$ 611,892.00.

MUST BE 30% 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,

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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

**RENO TENNIS COURTS 13, 14, 15 & 16 REHABILITATION
CONTRACT NUMBER PARKS23-1-C**

PWP WA-2023-268

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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

Rehabilitation of existing asphaltic concrete courts 13, 14, 15 & 16 with two (2) new 13,750 square foot, five-inch thick post-tensioned concrete tennis slabs per plans and specifications at the Reno Tennis Center located at 2601 Plumas Street, Reno, NV.

Work also includes the construction of ADA access ramps, application of acrylic color coating and striping, and all 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 and/or working days 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 INFORMATION

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.

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.

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.

100.14.04 – 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.

100.15.04 – 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, 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.

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." 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.

100.21 – 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. The Pre-Construction Meeting will not commence until the City has reviewed the schedule. The project schedule shall show the order in which the Contractor proposes to carry out the work within the contract time in addition to showing the beginning and completion times for all major features of work provided in the contract. The project schedule shall be in the form of an arrow network, precedence diagram, or other similar schedule developed under a critical path method. The schedule shall outline in sufficient detail the proposed operations, the interrelations of the various operations and the order of performance so that the progress can be evaluated at any time during the contract. The network will reflect activity

durations in a working day time frame and shall not reflect free time. The Contractor shall submit three (3) copies of the proposed final project schedule.

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 shall 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

Delete Standard Specification section and replace with the following:

In order to comply with the manufacturer's specifications for the color coating of the recreational courts, the Contractor shall provide in their schedule the required time for the Portland cement concrete surfaces to cure for at least 28 calendar days. There will be no additional time allotted to the working days to complete this task.

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.

100.37 – 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. 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.

100.51 – 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.

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

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