

**NOTICE TO CONTRACTORS  
CARSON CITY PURCHASING AND CONTRACTS  
201 NORTH CARSON STREET, SUITE 3  
CARSON CITY, NEVADA 89701  
775-283-7222 / FAX 775-887-2107  
<http://www.carson.org/Index.aspx?page=998>**



**ADVERTISED BID #1516-015  
BID TITLE "East West Transmission Main Ph. 2A-2"  
Labor Commissioner PWP# CC-2015-247  
Engineer's Estimate: \$1,600,000**

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

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### SUMMARY

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for The East West Water Transmission Main Project – Phase 2A-2. The project consists of installation of approximately 2,900 lf of 24" water main and related appurtenances, installation of approximately 35 lf of 16" water main and related appurtenances, installation of an approximately 2,830 lf conduit bank with pull string, construction storm drain appurtenances, construction of sidewalk, curb ramps and curb and gutter, approximately 49,700 sf of roadway reconstruction, approximately 6,251 sf of mill and overlay as well as asphalt and concrete patching. The project includes all common phases of construction customarily associated with this type of project. The project federally funded and is subject to Davis Bacon Wage Requirements, the American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014. Compliance with 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs is required. Please refer to Attachment D for goals, procedures that must be followed and forms that must be submitted with bids. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

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**CONTRACTOR'S LICENSE:** This is a Federal-aid contract and the requirements for such shall apply. Carson City has determined that the responsive bidder must possess a minimum of a Class A General Engineering Contractor's license issued by the Nevada State Contractor's Board at the time of the award.

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

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

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

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

Nevada Blue, 280 E. Winnie Lane, Carson City, NV 89706 (775) 883-6011 [www.nvblue.com](http://www.nvblue.com)

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

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

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

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

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

**PRE-BID CONFERENCE** will not be held.

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

**SEALED BIDS** must be submitted in a sealed envelope which shall be clearly marked with title and number of this Bid Document to Carson City Purchasing and Contracts Department, 201 North Carson Street, Suite 3, Carson City, Nevada 89701, by not later than 11:00 a.m. on August 31, 2015. Bids received after the date and time set for receipt will be **REJECTED** and returned to the bidder unopened.

**BID OPENING** will be held publicly at 11:10 a.m. on August 31, 2015, at 201 North Carson Street, Suite 3, Carson City, Nevada 89701. Bidders, their representatives, and all other interested persons may be present during the bid opening.

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

**AWARD RECOMMENDATION** will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or contact Sheri Russell at [SRussell@Carson.org](mailto:SRussell@Carson.org) for the recommendation.

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

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

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

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

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

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

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

**BID AWARD** will be made by the Carson City Board of Supervisors and is scheduled for September 17, 2015 and their decision is final. The Carson City Board of Supervisors meeting will be held in the Sierra Room of the Carson City Community Center, 851 East William Street, Carson City, Nevada 89701 beginning at 8:30 a.m.

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

Signature in Project File

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Sheri Russell, CPA  
Accounting Manager

Signature in Project File

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Darren Schulz, Public Works Director

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# INSTRUCTIONS TO BIDDERS

## CORRESPONDENCE AND/OR COMMUNICATIONS:

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

- A. Contract Administrator**  
Sheri Russell, CPA - Accounting Manager  
Carson City Purchasing and Contracts Department  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
775-283-7222  
FAX 775-887-2107  
[SRussell@carson.org](mailto:SRussell@carson.org)
  
- B. Owner's Representative**  
Darren Schulz, Public Works Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
775-887-2355  
FAX No. 775-887-2112  
[DSchulz@carson.org](mailto:DSchulz@carson.org)
  
- C. Construction Manager**  
Rick Cooley, Construction Manager  
[RCooley@carson.org](mailto:RCooley@carson.org)
  
- D. Project Manager**  
Tom Grundy, Senior Project Manager  
[TGrundy@carson.org](mailto:TGrundy@carson.org)
  
- E. Project Engineer – Manhard Consulting, LTD**  
Chris Peterson, P.E.  
Manhard Consulting, LTD  
9850 Double R Blvd, Suite 101  
Reno, NV 89521  
(775) 746-3500 ext 4713  
[cpeterson@manhard.com](mailto:cpeterson@manhard.com)

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

**END OF DOCUMENT**

# INSTRUCTIONS TO BIDDERS

## B.1 BIDDING PROCEDURES

### A. Pre-bid Conference

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

### B. Designated Contacts

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

### C. Contract Drawings

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

CONTRACT DRAWING TITLE: **“East/West Transmission Main Project Phase 2A-2”**

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

### D. Interpretations and Addenda

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

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

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

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

### E. Bid Preparation and Submission

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



# INSTRUCTIONS TO BIDDERS

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

SEALED BID

**BID NO.: 1516-015**

**OPENING:** August 31, 2015 at 11:10 am

**COMPANY NAME:**

3. This is a Federal-aid contract and the provisions found in the DBE Guidance located in the SRF Requirements Section of this Contract need to be followed including submitting all required forms.
4. Carson City will not consider a Bid that fails to comply with the above stated requirements. Carson City will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the date and time specified in the Notice to Contractors at the following address:

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

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

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

## **F. Documents Necessary for Submittal**

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

## **G. Bid Security**

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

# INSTRUCTIONS TO BIDDERS

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

## H. Quantities

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

## I. Compensation

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

## J. Schedule of Values

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

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

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

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

## K. Validity of Bid

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

## L. Bidders Preference

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

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

# INSTRUCTIONS TO BIDDERS

## **M. Bidders Representation**

Each Bidder by submitting its Bid represents that:

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

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

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

## **N. Fair Employment Practices**

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

# INSTRUCTIONS TO BIDDERS

## **O. Subcontracting**

The Bidder agrees that he/she will perform work totaling at least Fifty per cent (50%) of the Bid amount and will not subcontract work totaling more than Fifty per cent (50%) of the Bid amount. The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Bid amount. Within two (2) hours after the opening of Bids, the bidders who submitted the three lowest Bids must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Bid amount or Fifty Thousand Dollars (\$50,000), whichever is greater

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

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

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

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

## **P. Site Information**

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

## **IB.2. OPENING OF BIDS**

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

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

## **A. Mistake in Bid**

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

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

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

# INSTRUCTIONS TO BIDDERS

## B. Withdrawal of Bid

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

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

### A. Award of Contract

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

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

### B. Rejection of Bids

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

### C. Irregular Bid

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

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

### D. Unbalanced Bid

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

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

1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;

# INSTRUCTIONS TO BIDDERS

2. Base quantities and option quantities are separate line items;
3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected;
4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder;

## **E. Disqualification of Bidders**

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

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

## **IB.4 BID PROTESTS**

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

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

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

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

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate and hold Carson City harmless from liability for any such violation now and throughout the term of the Contract.

**END OF INSTRUCTIONS TO BIDDERS**

# BID PROPOSAL

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that I/We \_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ \_\_\_\_\_ Dollars

(state sum in words) \_\_\_\_\_

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid, identified as **BID # 1516-015** and titled "**East West Transmission Main Ph. 2A-2**".

**NOW, THEREFORE** if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this \_\_\_\_ day of \_\_\_\_\_ 2015

Signature of Principal: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Written Name of Principal: \_\_\_\_\_

ATTEST NAME

Signature of Notary: \_\_\_\_\_

(Seal)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015

(printed name of notary) \_\_\_\_\_ Notary Public for the State of \_\_\_\_\_

Claims Under this Bond May be Addressed to: Nevada Resident Agent Information  
Complete for out of state bonding companies

Name of Surety

Name of Local Agent

Address

Address

City

City

State/Zip Code

State/Zip Code

Name

Agent's Name

Title

Agent's Title

Phone

Agents Phone

Surety's Acknowledgement

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

# BID PROPOSAL

**BID # 1516-015**

**BID TITLE: "East West Transmission Main Ph. 2A-2"**

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

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

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

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

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

**SUMMARY**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
	<b>Schedule A:</b>				
<b>BP. 1</b>	Mobilization, Demobilization, Cleanup	LS	1		
<b>BP.2</b>	Traffic Control	LS	1		
<b>BP.3</b>	4" Plantmix Bituminous Pavement Type 2 Aggregate, PG 64-28 NV w/ 8" Type 2 Agg Base	SF	49,700		
<b>BP.4</b>	24"Ø PVC C905, DR-25, 165 PSI Water Main – Bell & Spigot	LF	2,813		
<b>BP.5</b>	16"Ø PVC C905, DR-25, 165 PSI Water Main – Bell & Spigot	LF	35		
<b>BP.6</b>	12"Ø PVC C900, DR-18 Water Main - Bell & Spigot	LF	15		
<b>BP.7</b>	24"Ø Butterfly Valve (including Flanged Coupling Adapters [FCA's])	EA	3		
<b>BP.8</b>	16"Ø Butterfly Valve (including FCA's)	EA	2		
<b>BP.9</b>	12"Ø Gate Valve	EA	1		
<b>BP.10</b>	24"Ø x 24"Ø x 16"Ø X 16"Ø Cross (including FCA's)	EA	1		
<b>BP.11</b>	24"Ø x 24"Ø x 12"Ø Tee (including FCA's, appurtenances, & tap to 12" waterline)	EA	1		
<b>BP.12</b>	Special Construction Crossing	EA	6		
<b>BP.13</b>	Install Fire Hydrant Assembly	EA	4		
<b>BP.14</b>	Install 3 - 4"Ø SCH40 PVC Fiber Optic Conduit w/ Pull String	LF	2,828		
<b>BP.15</b>	Install model 3048 fiber vault with H2O Traffic Rated Lid & Bolt Down Steel Cover	EA	4		
<b>BP.16</b>	Install Modified Type 4R Curb Inlet	EA	1		
<b>BP.17</b>	Remove Bituminous Surface	SY	6,101		
<b>BP.18</b>	Remove Curb & Gutter	LF	1,065		
<b>BP.19</b>	Remove PCC Sidewalk or Flatwork	SY	1,075		
<b>BP.20</b>	Remove Fence	LS	1		
<b>BP.21</b>	Relocate Sign	EA	2		
<b>BP.22</b>	Construct Curb & Gutter	LF	489		



# BID PROPOSAL

<b>BP.23</b>	Construct 4" PCC Sidewalk	SF	3,568		
<b>BP.24</b>	Construct 6" PCC Driveway Approach	SF	1,573		
<b>BP.25</b>	Construct ADA Ramp	SF	3,793		
<b>BP.26</b>	Construct 3' PCC Valley Gutter (6" thick)	SF	85		
<b>BP.27</b>	Install Flexible Guide Posts (Glue-Down)	EA	12		
<b>BP.28</b>	Construct Fence	LF	130		
<b>BP.29</b>	1 1/2" Mill & Overlay	SY	6,251		
<b>BP.30</b>	Adjust Existing Utility to Grade	EA	27		
<b>BP.31</b>	Waterborne Paint	LS	1		
<b>BP.32</b>	Signage & Striping	LS	1		
<b>BP.33</b>	Remove & Replace Landscaping	LS	1		
<b>BP.34</b>	Stormwater Protection	LS	1		
<b>BP.35</b>	Remove Existing Drop Inlet	EA	1		
<b>BP.36</b>	<b>Total Base Bid Price (Schedule A)</b>				

**BP.37** Total Base (Schedule (A) Bid Price Written in Words:

---

**BP.38 BIDDER INFORMATION:**

**Company Name:**

Federal ID No.:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Complete Fax Number:
Fax Number including area code:
E-mail:

**Contact Person / Title:**

Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Complete Fax Number:
E-mail Address:

# BID PROPOSAL

## BP.39 LICENSING INFORMATION:

<b>Nevada State Contractor's License Number:</b>
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
<b>Carson City Business License Number:</b>
Date Issued:
Date of Expiration:
Name of Licensee:

## BP.40 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

# BID PROPOSAL

**Corporation:**

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Mailing Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name & Title:

**BP.41 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1)	

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

Name 6)	
---------	--

Title 6)

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

# BID PROPOSAL

## BP.42 REFERENCES:

### Instructions:

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

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

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

# BID PROPOSAL

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

# BID PROPOSAL

## BP. 43 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

I am unable to certify to the above statement. My explanation is attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2015		
2014		

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

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

# BID PROPOSAL

## SUBCONTRACTORS

**BP.44 INSTRUCTIONS:** for Subcontractors and **General Contractors who self-perform** in amounts **exceeding five (5) percent of bid amount**. This information must be submitted with your bid proposal. The bidder shall enter **NONE** under **Name of Subcontractor** if not utilizing subcontractors exceeding this amount and **per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project**. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

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

# BID PROPOSAL

## SUBCONTRACTORS

**BP.45 INSTRUCTIONS:** for Subcontractors **exceeding one (1) percent of bid amount or \$50,000 whichever is greater.** This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

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



# BID PROPOSAL

## SUBCONTRACTORS

**BP. 46 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

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

# BID PROPOSAL

BP. 47

## WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

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

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- Report shall be submitted monthly and shall contain only the employees that worked in said month. Separate Confidential Report is intended to match the certified payrolls submitted.

# BID PROPOSAL



## WORKERS EMPLOYED REPORT

Project Name: \_\_\_\_\_ Contract Number : \_\_\_\_\_

General Contractor: \_\_\_\_\_ PWP # \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Address at which payroll records are maintained:

---

Contact Person and Phone Number: \_\_\_\_\_

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction

# BID PROPOSAL

## Local Preference Affidavit

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

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.XXX\* and be eligible to receive a preference in bidding on Project No. \_\_\_\_\_, Project Name \_\_\_\_\_, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of \_\_\_\_\_, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX\*:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**~~\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.~~**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

State of \_\_\_\_\_ )  
\_\_\_\_\_ )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Notary Signature

# BID PROPOSAL

## BP.48 ACKNOWLEDGMENT AND EXECUTION:

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_ (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "East West Transmission Main Ph. 2A-2", contract number **1516-015**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

## BIDDER:

PRINTED NAME OF BIDDER: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

DATED: \_\_\_\_\_

Signed and sworn (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

END OF BID PROPOSAL

# CONTRACT AWARD

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

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

## **CA.2 METHOD OF AWARD**

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

## **CA.3 TIME OF AWARD**

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

## **CA.4 BONDS**

### **A. Bonds Required**

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

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

### **B. Bond Forms**

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

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

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

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

## **CA.5 INSURANCE REQUIREMENTS**

### **A. General**

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

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

# CONTRACT AWARD

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

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

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

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

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

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

## A. Insurance Coverage

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

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

## B. General Requirements

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

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

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

# CONTRACT AWARD

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

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

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

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

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

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

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

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

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

## **C. Commercial General Liability Insurance**

Minimum Limits required:

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

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

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

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 from CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent Contractors, completed operations, person injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability or another assumed in a business contact).



# CONTRACT AWARD

## D. Business Automobile Liability

Minimum Limit required:

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

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

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

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

### CA.6 PENALTY FOR COLLUSION

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

### CA.7 SUCCESSORS AND ASSIGNS

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

### CA.8 RIGHTS AND REMEDIES

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

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

### CA.9 COPELAND ANTI-KICKBACK LAW

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

### CA.10 NOTICE TO PROCEED

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

### CA.11 TIME: COMPLETION OF PROJECT

#### A. Time

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the City, shall commence the Work to be performed under the Contract on the date set by the City in the written Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work within the number of calendar days stated in the Special Conditions after the date of the Notice to Proceed. Further, separable portions of the Work may be subject to milestone or specific dates as established in the Special Conditions.

# CONTRACT AWARD

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

## **B. Liquidated Damages**

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

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

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

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

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

**END OF CONTRACT AWARD**

# SAMPLE CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and \_\_\_\_\_, hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS, CONTRACTOR'S** compensation under this agreement (does \_\_\_) (does not \_\_\_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No.** \_\_\_\_\_, titled \_\_\_\_\_ (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. **REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. **SCOPE OF WORK (Incorporated Contract Documents):**

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. \_\_\_\_\_ including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, hereinafter all referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit B, are incorporated herein and made a part of this Contract..

For P&C Use Only
CCBL expires _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

# SAMPLE CONTRACT

2.2 The attached incorporated General Conditions (“GC”) document provides in Section GC 1.3 a “Governing Order of Bidding and Contract Documents,” which shall be applicable to this Contract.

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee’s regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

## 4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website ([www.carson.org](http://www.carson.org)), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

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

email: \_\_\_\_\_

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Sheri Russell, Accounting Manager  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7222 / FAX 775-887-2107  
[SRussell@carson.org](mailto:SRussell@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of \_\_\_\_\_ Dollars and \_\_\_/100 (\$\_\_\_\_\_).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR’S** Bid Proposal and any executed Change Orders.

# SAMPLE CONTRACT

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 CITY does not agree to reimburse CONTRACTOR for expenses unless otherwise specified.

## **6. CONTRACT TERMINATION:**

### 6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall CONTRACTOR be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONTRACTOR shall require that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against CONTRACTOR for damages, due to breach of contract, of lost profit on items of WORK not performed or of unabsorbed overhead, in the event of a convenience termination.

### 6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONTRACTOR of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

### 6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

# SAMPLE CONTRACT

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

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

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

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

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

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

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

6.3.3 When any of the Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

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

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

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

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in Section 6.3:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

# SAMPLE CONTRACT

## 6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

## 6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with City Ownership of Proprietary Information.

## 6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

## **7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):**

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the**

# SAMPLE CONTRACT

**pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

## 7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

## 8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

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



# SAMPLE CONTRACT

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

## 9. **PREFERENTIAL EMPLOYMENT:**

~~9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.~~

~~9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.~~

## 10. **REMEDIES:**

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

## 11. **LIMITED LIABILITY:**

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

## 12. **FORCE MAJEURE:**

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

## 13. **INDEMNIFICATION:**

13.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and

expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

# SAMPLE CONTRACT

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

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

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

## 14. **INDEPENDENT CONTRACTOR:**

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## 15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

**These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.**

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

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

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless

specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

# SAMPLE CONTRACT

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply

on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

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

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

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

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

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

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

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

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

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

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

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

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

## 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

## 15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 Discovery period: Three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

## 15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

## 16. BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

## 17. COMPLIANCE WITH LEGAL OBLIGATIONS:

**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

## 18. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

## 19. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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## **20. ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## **21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

## **22. PUBLIC RECORDS:**

Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

## **23. CONFIDENTIALITY:**

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

## **24. FEDERAL FUNDING:**

24.1 *In the event federal grant funds are used for payment of all or part of this Contract.*

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §

# SAMPLE CONTRACT

635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## **25. LOBBYING:**

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

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

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

## **26. GENERAL WARRANTY:**

**CONTRACTOR** warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

## **27. PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

## **28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

## **29. GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

## **30. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

## **31. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

# SAMPLE CONTRACT

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

## ACKNOWLEDGMENT AND EXECUTION:

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

### CARSON CITY

Finance Director  
Attn: Sheri Russell, Accounting Manager  
Purchasing and Contracts Department  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7222  
Fax: 775-887-2107  
[SRussell@carson.org](mailto:SRussell@carson.org)

By: \_\_\_\_\_  
Nick Providenti, Finance Director

Dated \_\_\_\_\_

### CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve  
as to its legal form.

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

### CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355  
Fax: 775-887-2164  
[DSchulz@carson.org](mailto:DSchulz@carson.org)

By: \_\_\_\_\_

Dated \_\_\_\_\_

# SAMPLE CONTRACT

Undersigned deposes and says: That he/she is Contractor or authorized agent of Contractor; the he/she has read the foregoing Contractor; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY:**

**TITLE:**

**FIRM:**

**CARSON CITY BUSINESS LICENSE #:**

**NEVADA CONTRACTOR'S LICENSE #:**

**Address:**

**City: State: Zip Code:**

**Telephone: /Fax:**

**E-mail Address:**

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)



# SAMPLE CONTRACT

## CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 17, 2015 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1516-XXX** and titled “\_\_\_\_\_”. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L CROWELL, MAYOR

DATED this 17<sup>th</sup> day of September, 2015.

## ATTEST:

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 17<sup>th</sup> day of September, 2015

# PERFORMANCE BOND

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

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called Contractor, and

\_\_\_\_\_ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ \_\_\_\_\_ Dollars (state sum in Words) \_\_\_\_\_

\_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_, 2015, entered into a contract with the City for **BID # 1516-015** and titled "**East West Transmission Main Ph. 2A-2**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the City and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

# PERFORMANCE BOND

Continued for **BID # 1516-015** and titled "East West Transmission Main Ph. 2A-2"

<b>BY:</b>	<b>(Signature of Principal)</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	<b>L.S.</b>
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Printed Name of Principal</b>	
<b>Attest By</b>	<b>(Signature of Notary)</b>
<b>Subscribed and Sworn before me this</b>	<b>,2015</b>
<b>day of</b>	

<b>CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:</b>	<b>Nevada Resident Agent Information (complete for out of state bonding companies)</b>
<b>Name of Surety</b>	<b>Name of Local Agent</b>
<b>Address</b>	<b>Address</b>
<b>City</b>	<b>City</b>
<b>State/Zip Code</b>	<b>State/Zip Code</b>
<b>Name</b>	<b>Agent's Name</b>
<b>Title</b>	<b>Agent's Title</b>
<b>Telephone</b>	<b>Agent's Telephone</b>
<b>Surety's Acknowledgment:</b>	<b>Nevada Resident Agent's Acknowledgment:</b>
<b>By:</b>	<b>By:</b>

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

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

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called Contractor, and  
\_\_\_\_\_ a  
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are  
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter  
called City, for the \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_  
\_\_\_\_\_ f  
or the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_, 2015 entered into a  
contract with the City for **BID # 1516-015** and titled "**East West Transmission Main Ph. 2A-2**" in accordance with  
drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and  
is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor  
shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably  
required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in  
full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
  - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
  - c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID # 1516-015** and titled "East West Transmission Main Ph. 2A-2"

- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

<b>BY:</b>	<b>(signature of Principal)</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	<b>L.S.</b>
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest by:</b>	<b>(signature of notary)</b>
<b>Subscribed and Sworn before me this</b>	<b>, 2015</b>
<b>day of</b>	

<b>CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:</b>	<b>Nevada Resident Agent Information (complete for out of state bonding companies)</b>
<b>Name of Surety</b>	<b>Name of Local Agent</b>
<b>Address</b>	<b>Address</b>
<b>City</b>	<b>City</b>
<b>State/Zip Code</b>	<b>State/Zip Code</b>
<b>Name</b>	<b>Agent's Name</b>
<b>Title</b>	<b>Agent's Title</b>
<b>Telephone</b>	<b>Agent's Telephone</b>
<b>Surety's Acknowledgment:</b>	<b>Nevada Resident Agent's Acknowledgment:</b>
<b>By:</b>	<b>By:</b>

**NOTICE:**

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

# GENERAL CONDITIONS

## SECTION 1.0 INTENT, DEFINITIONS, ABBREVIATIONS

### GC 1.1 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Drawings and Specifications is to describe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Contract Drawings and Specifications are divided into groups for the convenience of the City Engineer, and Construction Manager. These divisions are not for apportioning Work or responsibility for Work among subcontractors, suppliers, and manufacturers. The Contractor shall provide the City with a complete and operable Work or improvement, even though the Contract Drawing and Specifications may not specifically call out all items or items of work required of the Contractor to complete his/her tasks, incidental appurtenances, materials and the like and without additional compensation.

Where the Contract Drawings or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used. The Contractor shall furnish tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and complete manner.

The Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Standard Specifications, Drawings and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, the Contractor shall immediately call the matter to the attention of the Engineer for furnishing of detail instructions. If specific lines, grades, and dimensions are not shown on the Drawings, those furnished by the Engineer shall govern.

Anything mentioned in these Specifications and not indicated on the Contract Drawing, or anything indicated on the Contract Drawing and not mentioned in these Specifications, shall be in the same force and effect as if indicated or mentioned in both.

In the event the materials and/or equipment are to be furnished by the City, as designated in the Special Conditions, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

### GC 1.2 PARTIAL INVALIDITY

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### GC 1.3 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The Bidding and Contract Documents include various divisions, sections, and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

- a. Permits from City Departments and other Agencies as may be required by law
- b. Change Orders
- c. Contract
- d. Addenda
- e. Special Conditions
- f. Technical Specifications
- g. General Conditions
- h. Contract Drawing s
- i. Standard Specifications for Public Works Construction (Orange Book specifications) sponsored and distributed by R.T.C. of Washoe County, Washoe County, City of Sparks, City of Reno, Carson City, and City of Yerington; 1996 Edition with Revision No. 1 dated 12-15-1998, Revision No. 2 dated 5-1-2000, Revision No. 3 dated 11-08-2001, Revision No. 4 dated 2-27-2004, and Revision No. 5 dated 2-14-2007.
- j. Reference Specifications

# GENERAL CONDITIONS

With reference to Contract Drawing, the order of precedence is as follows:

- 1) Addenda/Change Order Drawings govern over any other Drawing
- 2) Figures govern over scaled dimensions
- 3) Contract Detail Drawings govern over Contract General Drawings
- 4) Contract Drawing govern over Standard Details

## **GC 1.4 HEADINGS**

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

## **GC 1.5 DEFINITIONS**

The words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import refer to actions, expressions, and prerogatives of the City, Design Consultant, or Construction Manager.

Each gender work includes the masculine, feminine and neuter genders. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, are used for the sake of brevity, and are intended to refer to persons of either sex and, if applicable, to the neuter gender.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

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

**Act of God** - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the Work, shall not be construed as an Act of God.

**Addenda** - Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings, and specifications by additions, deletions, clarifications, or corrections. All addenda become part of the Contract Documents.

**Additive Alternative Bid** - The amount stated in the Bid Schedule - Additive Schedule to be added to the amount of the Base Bid if the corresponding change in the Work, as described in the Bid Documents, is accepted by the City with the Award of the Project, subject to the availability of funds. Bidder must quote all items to be responsive and considered for Award.

**Agreement** - The written Contract covering the performance of the Work as more fully described in the Contract Documents.

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

**As Directed, As Permitted, As Approved** - Where these words or words of similar import are used, it shall be understood that written direction, requirements, permission, approval or acceptance of the Construction Manager is intended unless otherwise stated.

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

# GENERAL CONDITIONS

**Bidder** - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

**Bond(s)** - Bid, Performance, or Payment Bonds and Guarantee and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

**Calendar Day** - Every day shown on the calendar.

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

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

**Change Order** - A written order to the Contractor authorizing an addition, deletion, or revision of the work within the general scope of the Contract, or an adjustment in the contract price or time. Also referred to as a Contract Change Order.

**Construction Completion or Completion of Work** - Construction completion is when all work is complete, including punch list items, final cleanup, demobilization and submittal of final documentation, in accordance with the contract documents.

**Construction Conflicts** - Conflicts which may occur whenever corrections, alterations, or modifications of the Work under this Contract are ordered and approved by the City and change the character of the Work, the amount of the Work or the period of time in which to complete said Work.

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

**Construction Manager** - The person designated in writing by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.

**Construction Schedule** - A graphic document that is computer generated which utilizes "critical path method" or "bar chart method" for scheduling projects. The construction schedule is supported by reports that can be generated to demonstrate relationships and logic.

**Contract** - The written agreement between Carson City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to the performance of the work, the furnishing of labor and materials, and the basis of payment.

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

**Contract Documents** - The words "Contract Documents" shall mean any or all of, but not limited to, the following items, as applicable: Notice to Contractors, Instructions to Bidders, Bid Bond, Bid Proposal Summary, Contract Award Instructions, Contract, Performance Bond, Labor and Material Payment Bond, General Conditions, Prevailing Wage Rates, Permits, Special Conditions, Standard Specifications, Technical Specifications, Drawings, Addenda, if any, Executed Change Orders, if any, Notice of Award, and Notice to Proceed

Each of these items is to be considered by reference as part of the Contract Documents. Also referred to as the Contract.



# GENERAL CONDITIONS

**Contract Price** - The total amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the Bid Proposal, with adjustments made in accordance with the Contract. Said total amount shall include all sales, use, and other consumer taxes related to the work. The base amount given in the Bid Proposal shall be either a lump sum Bid or the summation of the unit price Bids multiplied by the estimated quantities set forth in the Bid form. Also referred to as the Contract Amount.

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

**Contractor** - The person or persons, firms, partnership, corporation, joint venture, or combination thereof, who have entered into the Contract with the City. "Contractor" shall mean the principal Contractor as defined by NRS 624.020 or his/her authorized representative.

**Contractor's Plant and Equipment** - Equipment, material, supplies, tools and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

**Day(s)** - See Calendar Day(s). A twenty-four hour time period beginning at 12 midnight of day one and terminating at 12 midnight of the same day.

**Design Consultant** - The engineer, architect or other licensed professional designated by the City to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them.

**Drawings** - Refers to the Contract Drawing, profiles, cross sections, elevations, details, and other working Drawings and supplementary Drawings, or reproductions thereof, signed by the Design Consultant and bearing the appropriate Professional seal, approved by the City, and are referred to in the Contract Documents. Drawings show the location, character, dimensions, and details of the Work to be performed. The term "plans" has the same meaning as the term Drawings.

**Engineer**- The City Engineer of Carson City, or other person or firm designated by the City Engineer as his/her duly authorized representative.

**Extra Work** - An item of work not provided for in the Contract as awarded but found essential by the Engineer to the satisfactory completion of the Contract within its intended scope.

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

**Field Order** - A written instruction given to the Contractor by the City or Construction Manager, authorizing Work that is a change to the scope of Work, to be carried out on a time and materials basis, or a negotiated lump sum. Also referred to as a Work Directive.

**Final Acceptance** - The formal acceptance by the City of the Work for an entire Contract, which has been completed in all respects (including submittal of the operation and maintenance manuals, equipment start-up and testing, warranty of title, and submittal of record drawings, lien and claims releases, and warranty), in accordance with the Contract Documents and any modifications thereof previously approved.

**Final Completion** - Final completion is when construction is complete, the City has accepted the work, and the Notice of Completion has been recorded in the Office of the County Recorder. This is based on acceptance by the Carson City Board of Supervisors or the Carson City Regional Transportation Commission of the completed work embraced by the Contract.

# GENERAL CONDITIONS

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

**General Conditions** - Part of the Contract Documents representing the general clauses that establishes how the Contract is to be administered.

**Holidays** - Legal holidays observed by the City.

**Inspector**- The authorized representative of the Engineer assigned to observe the work or materials therefor.

**Intermediate Completion**- Intermediate Completion is the stage in the progress of the work when an element, section, or division of the Work is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the essential component(s) of the contractually defined element, section or division of the Work for its intended purpose.

**Laboratory** - The designated materials testing laboratory authorized by the City to test materials and Work involved in the Contract.

**Liquidated Damages** - Money to be paid to the City or to be deducted from any payments due to the Contractor for each day's delay in completing the whole, any specified portion of the Work beyond the time allowed in the Contract Documents, submitting award documentation, or technical submittals.

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

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

**Notice of Completion** - The City will cause to be recorded in the Office of the County Recorder, a notice of completion, which is based on acceptance by the Carson City Board of Supervisors or the Carson City Regional Transportation Commission of the completed work embraced in the Contract.

**Notice to Proceed** - A) The written notice by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. B) Material Only Notice to Proceed - Written notice by the City to the Contractor authorizing the Contractor to proceed with ordering materials, preparing shop Drawings, and acquiring permits only.

**Owner** B Carson City, which has contracted for the performance of the Work.

**Owner's Representative** - The person designated in writing by the City to act as its agent on specified matters relating to this Contract. The Owner's Representative may or may not be the Engineer, the Construction Manager, or the Design Consultant.

**Plans** - All drawings or reproductions thereof pertaining to details of the Work and which are made a part of the Contract Documents. The term "Plans" has the same meaning as "Drawings". See Drawings

**Project** - The undertaking to be performed under the provisions of the Contract.

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

**Punch List** - List of incomplete items of work and of items of work which are not in conformance with the Contract.

**Reference Documents** - Bulletins, Standards, Rules, Methods of Analysis or Test, Codes and Specifications of public or private agencies, Engineering Societies, or Industrial Associations. Reference

# GENERAL CONDITIONS

shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Invitation for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition.

**Right-of-Way** - The area provided by the City for use in constructing the work covered by the Contract, including appurtenances thereto. The right-of-way so designated may be either temporary or permanent.

**Schedule of Values** - A list of all major items, or those requested by the City, including their respective quantities and unit prices for all Work and materials furnished by the Contractor in order to comply with the contract drawings and specifications, whether or not indicated in the approximate quantities or pertaining to the items of work listed therein.

**Service Connection** - All or any portion of a pipeline including sewer laterals, conduit, wire, cable or duct, including meters between a utility main distribution line and an individual customer or customers when served by a single connection.

**Service Provider** - A service provider is an organization, company, or business that provides a service for the Work, but does not perform the Work at the Project site.

**Shall** - Refers to actions by either the Contractor or the City and means the Contractor or City has entered into a covenant with the other party to do or perform the action.

**Shop Drawings** - All diagrams, drawings, illustrations, brochures, schedules, and all other data or submittals required by the Contract to be furnished by the Contractor illustrating fabrication, installation, dimensions, and other aspects of the Work.

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

**Special Conditions** - Part of the Contract Documents that establishes special requirements peculiar to the Work and supplementary to the General Conditions.

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

**Standard Plans** - The Standard Details for Public Works Construction, (Orange Book Details) sponsored and distributed by RTC of Washoe County, Washoe County, City of Reno, City of Sparks, Carson City and City of Yerington.

**Standard Specifications** - The Standard Specifications for Public Works Construction, (Orange Book Specifications) sponsored and distributed by RTC of Washoe County, Washoe County, City of Reno, City of Sparks, Carson City and City of Yerington; 1996 Edition with Revision No. 1 dated 12-15-1998, Revision No. 2 dated 5-1-2000, Revision No. 3 dated 11-08-2001, Revision No. 4 dated 2-27-2004, and Revision No. 5 dated 2-14-2007.

**Subcontractor** - A subcontractor is a person or entity who has a direct Contract with the Contractor to perform Work at the Site. The term subcontractor means a subcontractor or subcontractor's authorized representative.

**Submittals** - The information which is specified for submission to the Construction Manager in accordance with the specifications.

**Substantial Completion** - Substantial Completion is the stage in the progress of the Work when all Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the essential components of the Project for its intended use.

# GENERAL CONDITIONS

**Sub-subcontractor** - A sub-subcontractor is a person or entity who has a Contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

**Superintendent** - the Contractor's authorized representative in responsible charge of the Work.

**Supplier** - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a subcontractor or a sub-subcontractor, also referred to as Vendor.

**Surety** - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

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

**Title and Headings** - The titles or headings of the section and subsections in the Contract Documents are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

**Total Base Bid** - The base amount given in the Bid Schedule as either a lump sum bid, or the summation of the unit price bids multiplied by the estimated quantities as set forth in the bid form.

**Utility**- Public or private fixed improvement for the transportation of fluids, gases, power, signals, or communications and shall be understood to include tracks, overhead and underground wires, cables, pipelines, conduits, ducts, sewers or storm drains.

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

**Work Area** - That area which is defined on the Contract Drawings as the City's Right-of-Way and/or temporary easement available to the Contractor for construction purposes. See Site.

**Work Directive** - A written directive to the Contractor issued after the effective date of the Contract and signed by the City's Construction Manager ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen conditions under which the Work is to be performed, or to emergencies. A Work Directive may not change the Contract Price or Contract Time, but is the basis and evidence that the parties expect that the change directed or documented by the Work Directive will be incorporated in a subsequently issued Change Order following negotiations of the parties as to its effect, if any, on the Contract Price or Contract Time.

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

## GC 1.6 ABBREVIATIONS

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

# GENERAL CONDITIONS

## Abbreviations Stand For

<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>ACI</b>	American Concrete Institute
<b>AI</b>	The Asphalt Institute
<b>AIA</b>	American Institute of Architects
<b>AIEE</b>	American Institute of Electrical Engineers
<b>AISC</b>	American Institute of Steel Construction
<b>AISI</b>	American Iron and Steel Institute
<b>AITC</b>	American Institute of Timber Construction
<b>AMCA</b>	Air Moving and Conditioning Association
<b>ANSI</b>	American National Standards Institute (formerly USASI, USAS, ASA)
<b>APA</b>	American Plywood Association
<b>API</b>	American Petroleum Institute
<b>APWA</b>	American Public Works Association
<b>AREA</b>	American Railway Engineers Association
<b>ASCE</b>	American Society of Civil Engineers
<b>ASHRAE</b>	American Society of Heating, Refrigerating and Air Conditioning Engineers
<b>ASLA</b>	American Association of Landscape Architects
<b>ASME</b>	American Society of Mechanical Engineers
<b>ASTM</b>	American Society of Testing and Materials
<b>AWG</b>	American Wire Gauge
<b>AWPA</b>	American Wood-Preserver's Association
<b>AWS</b>	American Welding Society
<b>AWWA</b>	American Water Works Association
<b>CBR</b>	California Bearing Ratio
<b>COE</b>	Department of the Army Corps of Engineers
<b>CRSI</b>	Concrete Reinforcing Steel Institute
<b>DFPA</b>	Douglas Fir Plywood Association
<b>DIPRA</b>	Ductile Iron Pipe Research Association
<b>EIA</b>	Electronic Industries Association
<b>EPA</b>	U.S. Environmental Protection Agency
<b>ETL</b>	Electronic Testing Laboratory
<b>FHWA</b>	Federal Highway Administration
<b>HI</b>	Hydraulic Institute
<b>HMI</b>	Hoist Manufacturers Institute
<b>IAPMO</b>	International Association of Plumbing and Mechanical Officials
<b>ICBO</b>	International Conference of Building Officials
<b>IEEE</b>	Institute of Electrical and Electronic Engineers
<b>IES</b>	Illuminating Engineering Society
<b>IPCE</b>	International Power Cable Engineers Association
<b>ISA</b>	Instrument Society of America
<b>MUTCD</b>	Manual on Uniform Traffic Control Devices
<b>NAAMM</b>	National Association of Architectural Metal Manufacturers
<b>NBFU</b>	National Board of Fire Underwriters
<b>NBS</b>	National Bureau of Standards
<b>NDEP</b>	Nevada Department of Environmental Protection
<b>NDOT</b>	Nevada Department of Transportation
<b>NEC</b>	National Electric Code
<b>NEMA</b>	National Electrical Manufacturers Association
<b>NFPA</b>	National Fire Protection Association
<b>NOSHA</b>	Nevada Occupational Safety and Health Act
<b>NRS</b>	Nevada Revised Statutes
<b>NSF</b>	National Sanitation Foundation
<b>NWMA</b>	National Woodwork Manufacturers Association
<b>OSHA</b>	Occupational Safety and Health Act

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<b>PCA</b>	Portland Cement Association
<b>RTC</b>	Regional Transportation Commission
<b>SMACNA</b>	Sheet Metal and Air Conditioning Contractors National Association
<b>SSPC</b>	Structural Steel Painting Council
<b>TCA</b>	Tile Council of America
<b>UBC</b>	Uniform Building Code
<b>UPC</b>	Uniform Plumbing Code
<b>U/L or UL</b>	Underwriters Laboratories
<b>WCLIB</b>	West Coast Lumber Inspection Bureau

# GENERAL CONDITIONS

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

### GC 2.1 ADMINISTRATION

The Owner's Representative, the Construction Manager, and the Design Consultant will provide administration of the Contract as hereinafter discussed. The duties, responsibilities and limitations of authority of the Design Consultant and the Construction Manager as the representatives of the City during construction, as set forth in the Contract Documents, will not be modified or extended without approval of the City.

In case of the termination of the employment of the Design Consultant or the Construction Manager, the City shall appoint a Design Consultant or a Construction Manager whose status under the Contract Documents shall be that of the former Design Consultant or Construction Manager, respectively.

### GC 2.2 OWNER'S REPRESENTATIVE

#### 2.2.1 GENERAL

The Owner's Representative has the authority to act on behalf of the City on change orders, progress payments, Contract decisions, acceptability of the Contractor's work, and early possession.

#### 2.2.2 CHANGE ORDERS

The Owner's Representative has the authority to accept or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

#### 2.2.3 PROGRESS PAYMENTS

The Owner's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

#### 2.2.4 CONTRACT DECISIONS

Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may appeal to the Owner's Representative in accordance with the provisions of the Contract.

#### 2.2.5 ACCEPTABILITY OF WORK

The Owner's Representative has the authority to make the final determination of the acceptability of the Work. The Owner's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of non-conforming work as provided.

### GC 2.3 CONSTRUCTION MANAGER

#### 2.3.1 GENERAL

The Construction Manager is a representative of the City employed to act as advisor and consultant to the City in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to the City or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the City only to the extent provided in the Contract Documents. The City has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

# GENERAL CONDITIONS

## **2.3.2 REPRESENTATIVE**

The Construction Manager will generally be represented at the site by a resident Construction Manager, a resident engineer, or a resident inspector who will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The

Construction Manager shall not be responsible for the Contractor's construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

## **2.3.3 INSPECTION OF CONSTRUCTION**

The Construction Manager shall have the authority to reject Work and materials which do not conform to the Contract Documents, and to require special inspection or testing.

The Construction Manager may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Contract Documents. The inspector is authorized to call to the attention of the Contractor any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

## **2.3.4 ACCEPTABILITY OF THE WORK**

The Construction Manager shall make a recommendation to the City as to the acceptability of the Work.

## **2.3.5 CHANGE ORDERS**

The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost or time extension to the City.

## **2.3.6 CONSTRUCTION SCHEDULE**

The Construction Manager has the authority to review and recommend acceptance of the Progress Schedule submitted by the Contractor at the start of the Work and subsequent revisions for conformance to the specified sequence of work and logic.

## **2.3.7 PROGRESS PAYMENTS**

The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

## **2.3.8 FINAL ACCEPTANCE**

The Construction Manager, with the assistance of the Design Consultant, will conduct inspections to determine substantial completion and final construction completion of the Work, and will receive and forward to the City, for the City's acceptance, written warranties, and related documents required by the Contract and assembled by the Contractor. The Construction Manager will recommend acceptance of the work by the City.

## **GC 2.4 DESIGN CONSULTANT**

### **2.4.1 GENERAL**

The Design Consultant will have the authority to act on behalf of the City to the extent provided in the Contract Documents.



# GENERAL CONDITIONS

## **2.4.2 INTERPRETATIONS**

The Design Consultant has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests of the Contractor to the Design Consultant, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the City, any Work done before receipt of such interpretations, if not in accordance with same, is subject to being removed and replaced or adjusted as directed by the Construction Manager without additional expense to the City.

## **2.4.3 ACCEPTABILITY OF THE WORK**

The Design Consultant has the authority to make a recommendation as to the acceptability of the Work. The Design Consultant has the authority to recommend acceptance regarding the retention of defective work.

## **2.4.4 SITE OBSERVATIONS**

The Design Consultant may visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Design Consultant will not be required to make extensive or continuous on-site inspections to check the quality or quantity of the Work.

## **2.4.5 SUBMITTALS**

The Design Consultant has the authority to review and take other appropriate action upon the Contractor's submittals of shop drawings, product data, and samples for conformance with the design concept of the Work and the Contract Documents.

## **GC 2.5 CITY**

### **2.5.1 GENERAL**

The City, acting through the Owner's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

### **2.5.2 ATTENTION TO WORK**

The City shall notify the Contractor of the name of the individual designated as the Owner's Representative and the name of the individual designated by the Construction Manager to act as the Construction Manager's representative with the City's authority. The Construction Manager's designated representative will regularly be at the site of the Work.

### **2.5.3 INSPECTION**

In addition to the Construction Manager, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for its decision.

Separate and independent from the inspection above, the Project may be inspected by Building Officials or other agency officials (i.e. Fire Officials, Nevada Department of Transportation) for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

If upon routine inspection by the City a problem is found that creates a safety hazard for either City employees or the general public and the General Contractor or subcontractor is not on site, the City employees will correct the safety hazard and the General Contractor will be charged for the City's labor, materials and equipment for making the correction plus a fixed penalty fee of \$500 per occurrence.

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## **2.5.4 CITY'S RIGHT TO CARRY OUT THE WORK**

If the Contractor and/or his/her surety defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within seven (7) days after receipt of written notice from the City to commence correction of such default or neglect with diligence and promptness, the City may make good such deficiencies.

Whenever, in the opinion of the Construction Manager, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the Work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such negligence, and whenever in the opinion of the Construction Manager, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event the Construction Manager, with or without notice or prior legal process to the Contractor, may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Construction Manager may consider necessary and adequate.

In either case an appropriate Change Order shall be issued unilaterally deducting from the payments due the Contractor the cost of correcting such deficiencies and/or for performing such work, including compensation for the Design Consultant's, the Construction Manager's, and City's additional services made necessary by such default, neglect, failure or emergency.

The performance of such emergency work under the direction of the Construction Manager shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Construction Manager.

## **2.5.5 CITY'S RIGHT TO USE OR OCCUPY**

The City reserves the right to use the sewer, water, reclaimed water, storm drains and roadway systems as well as the right to occupy and use any completed part or parts of the Work, providing these parts and facilities have been approved for use or occupancy by the City. The City anticipates to use the sewer, water, reclaimed water, storm drains and roadway systems throughout the construction contract, with no increase in the contract amount. Use of the systems will not change the contractual obligations of the Contractor regarding security, damage to the Work, insurance, the period for corrections to the Work, and the commencement of Warranties. The exercise of this right shall in no way constitute an acceptance of the total Work of this Contract, or any other part of the Work, nor shall it in any way prejudice the City's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work Contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work, the City shall not make any use which will materially increase the cost to the Contractor without increasing the Contract Amount, nor materially delay the completion of the Contract without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates to use or occupy during construction are generally noted in the Special Conditions. Failure to note a part or parts of the Work for use or occupancy shall not limit the City's right to use or occupy part or parts of the Work not noted.

## **2.5.6 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

The City reserves the right to perform the Work related to the Project with the City's own forces, and to award separate Contracts in connection with the Project or other Work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage, or additional cost is involved

# GENERAL CONDITIONS

because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate contracts are awarded for different portions of the Project or other Work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate agreement. The City will provide for the coordination of the Work of the City's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith.

## **2.5.7 PROPERTY RIGHTS IN MATERIALS**

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the Site of the Work, or stored subject to or under the control of the City. All such materials shall become the property of the City upon being so attached or affixed or upon payment for materials delivered to the Site of the Work or stored subject to or under the control of the City.

Soil, stone, gravel, and other materials found at the Site of the Work and which conform to the plans and specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

## **2.5.8 CITY OBSERVED HOLIDAYS**

The following are the legal Holidays observed by the City. The Contractor shall not perform any Work on a City observed Holiday. When the holiday falls on a Saturday, it is observed the prior Friday; when the holiday falls on a Sunday it is observed on the following Monday:

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

Any other legal holiday declared by the President of the United States, the Governor of Nevada, or the Carson City Board of Supervisors.

## **2.5.9 AUDIT OF RECORDS**

The City, acting through its Internal Auditor or an outside appointed auditor, may audit or direct the audit of any and all records of the Contractor pertaining to this Contract. In case any portion of this Contract is funded through NDOT, FHWA, or other agencies, they, too, shall have the right to audit any and all records of the Contractor pertaining to this Contract. Contractor agrees by entering this Contract to provide access to any and all records of Contractor pertaining to this Contract for a period of three (3) years after Contract acceptance.

## **2.5.10 ATTORNEY'S FEES**

In the event the Contractor files a complaint or writ naming the City as a party and the Contractor fails to obtain all the relief requested in the complaint or writ, the Contractor shall pay the City reasonable attorney fees and the costs for participating in the litigation. It is specifically agreed that reasonable attorney fees shall be \$150.00 per hour for City-employed attorneys or the usual per hour fee charged by any other attorney retained by the City to participate in the litigation.

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## GC 2.6 CONTRACTOR

### 2.6.1 OFFICE

The Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of communication. Should the Contractor not maintain an office at the Project site, the Contractor shall notify the Construction Manager regarding the Contractor's legal address for its receipt of Project documents.

### 2.6.2 CONTRACTOR'S REPRESENTATIVE

At the pre-construction conference (see GC 3.9) the Contractor shall notify the City in writing of the name of the person and an alternate, if applicable, who will act as the Contractor's Representative(s) and shall have the authority to act in matters relating to this Contract. Such notification shall include the Representative's list of projects for which he/she held the position of Contractor's Representative for a three (3) year period. The list shall include the type of construction, the cost of construction, and the name of the owner(s) or agency(ies) including telephone numbers of contact persons. The Contractor's Representative shall have at least three (3) years of experience related to similar Work as described in the Contract Documents.

The Engineer and/or the City may reject the request for Contractor's Representative if, in the opinion of the Engineer and/or the City, the Contractor's Representative is not qualified to perform the Work. No additional payment or compensation will be considered for the rejection and subsequent hiring of Contractor's Representative. A replacement Contractor's Representative for a previously approved Contractor's Representative shall meet the same qualifications as listed above. Contractor shall submit the information requested above to demonstrate that the replacement Contractor's Representative meets the qualifications listed above.

The Contractor, acting through its Representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor's Representative shall be an employee of the Contractor. Upon written request of the Contractor, this requirement may be waived by the City.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be at the Project site who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the Work. If neither the Contractor's representative nor a designated alternate is at the Project site, the City acting through the Construction Manager shall have the authority to suspend the work until such a representative is at the Project site.

Before initial work is begun on the Contract, the Contractor shall file with the Construction Manager, and City, addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached for emergency call outs during all hours, including nights and weekends, when work is not in progress.

### 2.6.3 CONSTRUCTION PROCEDURES

The Contractor will supervise and direct the Work. The Contractor shall determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item of work, specifies in the Contract a means, method, technique, sequence, or procedure for construction of that item of Work.

### 2.6.4 CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety, adequacy, efficiency, and sufficiency of its employees.

If any person employed by the Contractor or its subcontractors, appear to the Construction Manager to be disorderly, disrespectful, rude, or intoxicated, such person shall be discharged from the site immediately by the Contractor.

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## 2.6.5 SUBCONTRACTORS

Subcontractors will not have a direct relationship with the City. The persons engaged in the Work, including employees of subcontractors, suppliers and service providers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any Contractual relationship between any subcontractor and the City. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the City, the Construction Manager, or the Design Consultant shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall employ only subcontractors who are properly licensed in accordance with Nevada State Law. Changes to subcontractors listed in the Bid shall be made only with the approval of the City.

## 2.6.6 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

## 2.6.7 CITY-CONTRACTOR COORDINATION

### A. Service of Notice

Notice, order, direction, request, or other communication given by the Construction Manager or City to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative, or to the Contractor's address provided in the Bid Proposal.

### B. Suggestions to Contractor

Plans or methods of work suggested by the City, the Construction Manager, or the Design Consultant to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City, Construction Manager, or the Design Consultant assume no responsibility therefore, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such suggested plan or method of work.

### C. Cooperation

The Contractor shall conduct its operations so as to interfere as little as possible with those of other contractors or subcontractors on or near the Work. It is expressly understood that the City has the right and may award other contracts in connection with the Work so long as it does not unreasonably interfere with the Work under this Contract.

The Contractor shall afford the City, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with the others as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the Work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to

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receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, the City shall arrange meetings with other contractors performing work on behalf of the City to plan coordination of construction activities. The City shall keep the Contractor informed of the planned activities of other contractors.

Where one contractor's operations are within the limits or adjoin the operations of another contractor, each shall be responsible to the other for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or of any other cause.

Differences and conflicts arising between the Contractor and other contractors employed by the City or between the Contractor and the workers of the City with regard to their work shall be submitted to the Construction Manager for his/her decision in the matter. If such separate contractor files a claim against the City on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, at the City's election, defend such claims at the Contractor's expense. If any judgment or award against the City arises from any such claim whether defended by City or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the City for all fees, including attorneys' fees, and costs which the City has incurred or for which it is liable.

## **2.6.8 PERMITS**

Unless specifically stated in the Special Conditions to be provided by the City, the Contractor shall apply for, obtain, and comply with all terms, conditions and requirements attached to all permits, licenses, and agreements required by federal, state, or local agencies to perform work, construct, erect, test and start up any equipment or facility for this Contract. The City will provide, at no cost to the Contractor, the City "Building Permit" and/or the City "Engineering Permit". Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate file folder when the City accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the Work.

The Contractor shall apply for and obtain in its name all necessary permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. Code inspections will be coordinated with the Construction Manager. The Contractor shall comply with all conditions stipulated in the permits. The Contractor shall include in its Bid the fees for any permits and inspections that are required.

The Contractor shall also apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or false work) and demolition required by OSHA. Any permits, licenses, agreements, and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by the City shall be included in the Contractor's Bid price. The cost of inspections associated with complying with permits, licenses, and agreements are to be included in the bid price. No time extensions shall be granted for time lost due to violations of permits.

The Contractor shall submit copies of all required Permits to the Construction Manager prior to proceeding with the Work covered by the respective Permits. If copies of all required Permits are not submitted to the Construction Manager prior to proceeding with the Work covered by the respective Permits, the Construction Manager may suspend the Work on the entire project, without any additional time or compensation to the Contractor, until the copies of the Permits are received.

## **2.6.9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS**

Until final acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein, the Contractor shall bear the risk of injury, loss, or damage to any part

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thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause, before its completion and acceptance, and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and proximately caused by acts of the City. Where necessary to protect the work or materials from damage, the Contractor shall, at his/her expense, provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of work or the granting of an extension of time from any cause whatever shall not relieve the Contractor of his/her responsibility for the work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instruction or authorization, is authorized to act at his/her discretion to prevent such threatened loss or injury.

## **2.6.10 SURVEYS, LINES AND GRADES**

The Contractor shall be responsible for all construction surveying and the setting of all construction control stakes. All construction surveying must be performed by the designated Project Surveyor who shall be a Nevada Licensed Professional Land Surveyor, or the Surveyor's subordinates. Contractor shall provide the name, license number and contact information of the Project Surveyor to the Construction Manager prior to the start of Work.

The Contractor shall be responsible for directing the Project Surveyor to establish all the survey control staking to accomplish the Work within the tolerances established in the Technical Specifications and per the requirements of the Nevada Administrative Code, for Construction Surveys, Sections 625.760 through 625.780.

## **2.6.11 LAWS TO BE OBSERVED**

The Contractor shall keep fully informed of existing and pending county, state, and national laws and regulations and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same. The Contractor shall protect and indemnify the City and its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations or orders, whether by the Contractor or its employees. If any discrepancy or inconsistency is discovered in the drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

The Contractor shall comply with all Federal, State and local laws relative to conducting business in Carson City including, but not limited to, licensing, labor and health laws, and applicable NRS. The laws of the State of Nevada will govern as to the interpretation, validity and effect of the Bid, its award, and the Contract.

### **A. Certified Payrolls - If Prevailing Wage Rates are Required**

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Project.

The payroll records shall be certified and shall be submitted weekly to the Construction Manager. Submission of the certified payrolls shall be a condition precedent for processing the monthly progress payment. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to the City as one complete package.

# GENERAL CONDITIONS

Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him/her, or is not reported to the City as required by NRS 338.070.

## 2.6.12 SAFETY

### A. Contractor's Safety Responsibility

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA) Standards, the Nevada Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make the City, the Construction Manager or any party other than the Contractor responsible for safety. The Construction Manager shall not have authority for safety on the Project. The Contractor shall indemnify, defend (not excluding the City's right to participate) and hold harmless the City, Construction Manager, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately to the Construction Manager, the City and OSHA. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

### B. Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program. Before beginning the Work, the Contractor shall prepare and submit to the Construction Manager a Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety precautions and procedures of each of its subcontractors. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of any other prime Contractors and subcontractors performing work at the site.

### C. Safety Supervisor

The Contractor shall appoint an employee as Safety Supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's Safety Supervisor.



# GENERAL CONDITIONS

## **D. Excavation Safety**

The Contractor shall submit, in advance of excavation five feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation, and protection to adjacent structures during such excavation. Design calculations and plans must be sealed by a Civil or Structural Engineer registered in the State of Nevada.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "Competent Person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

## **E. Emergencies**

In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt notice if the Contractor believes that any changes in the Work or variations from the Contract Documents have been caused thereby. The Contractor shall not resume construction during an emergency, or after an emergency until directed to by the Construction Manager.

## **F. Safety Violations**

The City shall have the authority to require the removal from the Project of any employee in responsible charge of the Work where safety violations occur.

### **2.6.13 FIRE PREVENTION AND CONTROL**

Before setting any fires whatsoever, the Contractor shall notify the responsible Federal, State, or local agency having jurisdiction for the area concerned. The Contractor shall abide by such rules and instructions as to fire prevention and control and as to the place for burning as the Federal, State, or local agency having jurisdiction may prescribe. The Contractor shall take all necessary steps to prevent his/her employees from setting fires not required in the prosecution of the work. The Contractor shall be responsible for preventing the escape of fires set in connection with the work and shall under the direction of the appropriate agency, or, in the absence of an officer from any such agency, acting independently, extinguish all fires which may escape the work, whether or not set directly or indirectly as a result of his/her operations.

The Contractor shall be fully responsible for any damage caused to public and/or private property as a result of his/her burning operations, and shall leave no fires unattended at any time during these operations. He/She shall have available at the site at all times when burning is in progress, adequate equipment to extinguish the fires set by him/her, and to control the spread of fire outside of the burning areas. Burning during high wind conditions shall be expressly prohibited in order to prevent fire hazard, regardless of the prevailing season.

### **2.6.14 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR**

It is the duty of the Contractor to promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials, or specified method and fails to promptly notify the Construction Manager in writing of this belief, the Contractor waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against the City, or in any subsequent arbitration or settlement conference between the City and the Contractor.

The Construction Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after he/she comes to the belief that a defect or insufficiency exists in materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his/her own risk and he/she shall bear all costs arising therefrom.

# GENERAL CONDITIONS

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the specifications and the plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the plans or in any survey, he/she shall promptly notify the Construction Manager of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he/she shall promptly notify the Construction Manager in writing of such conflict. The Construction Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after his/her discovery of such error, discrepancy, or conflict will be at his/her own risk and he/she shall bear all costs arising therefrom.

## **2.6.15 INDEMNIFICATION**

The Contractor hereby agrees to indemnify, hold harmless, and defend, not excluding the City's right to participate, the Construction Manager, the City and its elected officials, officers, employees, agents, volunteers, other retained consultants and representatives, from and against any and all liability, claims, actions, damages, legal or administrative proceedings, losses and expenses, including without limitations, reasonable attorney's fees and costs (including attorney's fees in establishing indemnification of whatsoever nature), litigation costs, penalties, fines, judgments, or decrees by reason of any death, injury or disability to or of any person and/or damages to any property or business, including loss of use, arising out of any alleged negligent or willful acts, errors or omissions of the Contractor, Contractor's employees, agents, or subcontractors arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of the Work under this Contract.

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

## **2.6.16 INSPECTIONS**

The right of inspection and acceptance or rejection of contracted work by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such inspections.

## **2.6.17 CONTRACTOR IS AN INDEPENDENT CONTRACTOR**

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and Nevada State revenue and taxation laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business and that it will utilize industry standard of care necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

## **2.6.18 VALUE ENGINEERING PROPOSALS**

Value Engineering Proposals (VEP) may be submitted by the Contractor in writing for modifying the plans, specifications or other requirements of the Contract for the purpose of reducing the total cost of construction without reducing design capacity or quality of the finished product. If accepted, net savings resulting from a VEP will be shared by the City and the Contractor on a 50%-50% basis.

# GENERAL CONDITIONS

The requirements herein apply to all VEP's initiated and developed by the Contractor and which are identified as such at the time of submission. Nothing herein shall be construed as requiring consideration or approval of a VEP submitted hereunder.

Each VEP shall result in a net savings over the Contract costs without impairing essential functions and characteristics of the item(s) or of any other part of the project, including but not limited to environmental considerations, service life, reliability, economy of operation, ease of maintenance, desired aesthetics and safety.

Submit the following information with each VEP:

- 5) A statement that the proposal is submitted as a VEP;
- 6) A statement concerning the basis for the VEP and benefits to the City together with an itemization of the Contract requirements affected by the VEP;
- 7) A detailed estimate of the cost under the existing Contract and under the VEP;
- 8) Proposed specifications and recommendations as to how such VEP changes are to be accomplished; and
- 9) A statement as to the time by which a Contract Change Order adopting the VEP must be issued so as to obtain the maximum cost effectiveness.

The VEP will be processed in the same manner as prescribed for any other proposal which would necessitate issuance of a Contract Change Order. The City may accept in whole or in part any VEP by issuing a Contract Change Order which will identify the VEP on which it is based. The City will not be liable for failure to accept or act upon any VEP submitted pursuant to these requirements nor for any delays to the work attributable to any such proposal. Until a proposal is effected by Contract Change Order, Contractor remains obligated to perform under the terms and conditions of the Contract. If an executed Contract Change Order has not been issued by the date upon which the proposal specifies that a decision thereon should be made, or such date as the Contractor may have subsequently specified in writing, such proposal shall be deemed rejected.

The Contract Change Order effecting the necessary Contract modification will establish the net savings agreed upon, will provide for adjustment in the Contract prices and will indicate the new savings to be equally divided between the City and the Contractor. Contractor shall absorb all costs incurred in preparing a VEP for submission. All reasonably incurred costs of reviewing and administering the VEP will be borne by the City. The City reserves the right to include in the agreement any conditions it deems appropriate for consideration, approval, and implementation of the proposal. The Contractor's 50% share of the net savings shall constitute full compensation to him/her for effecting all changes pursuant to the agreement.

Acceptance of the VEP and performance of the work thereunder will not change the Contract time limit as a result of the VEP, unless specifically provided for in the Contract Change Order authorizing the VEP.

Proposed changes in the basic design of a bridge or pavement type, traffic control plan, or changes which require different right-of-way limits, will not normally be considered as an acceptable VEP.

The Construction Manager shall be the sole judge of the acceptability of a VEP.

Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or part of any accepted VEP without obligation or compensation of any kind to the Contractor.

# GENERAL CONDITIONS

In the event a VEP is accepted by the City, the provisions of General Conditions Section 6.4.4, Unit Price Adjustments Due to Increased or Decreased Quantities, which pertain to adjustment of Contract unit prices due to alterations of Contract quantities, will not apply to items adjusted or deleted as a result of effecting the VEP by Contract Change Order.

## SECTION 3.0 PROGRESS OF WORK, MEETINGS, SCHEDULES

### GC 3.1 BEGINNING OF WORK

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

### GC 3.2 PERFORMANCE OF THE WORK

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

### GC 3.3 PLANS AND SPECIFICATIONS FURNISHED BY THE CITY

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

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

### GC 3.4 ORDER OF WORK

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

### GC 3.5 TIME OF COMPLETION

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

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

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

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

### GC 3.6 MEANS AND METHODS

# GENERAL CONDITIONS

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

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

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

## **GC 3.7 CITY-FURNISHED MATERIALS**

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

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

## **GC 3.8 DEFECTIVE AND UNAUTHORIZED WORK**

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

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

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

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

## **GC 3.9 PRE-CONSTRUCTION CONFERENCE**

# GENERAL CONDITIONS

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

## **3.9.1 ATTENDEES**

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

## **3.9.2 AGENDA**

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

## **GC 3.10 PROGRESS MEETINGS**

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

### **3.10.1 ATTENDEES**

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

### **3.10.2 AGENDA**

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

## **GC 3.11 CONSTRUCTION SCHEDULES**

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

### **3.11.1 CONSTRUCTION SCHEDULE (A)**

#### **A. General**

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

#### **B. Base Schedule**

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

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

# GENERAL CONDITIONS

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

## **C. Reports**

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

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

### **3.11.2 CONSTRUCTION SCHEDULE (B)**

#### **A. General**

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

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

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

#### **B. Preliminary Construction Schedule**

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

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

## **C. Base Schedule Submittal**

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

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

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

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

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



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

## **D. Cash Flow Projection**

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

## **GC 3.12 NOTICE OF DELAYS**

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

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

### **3.12.1 NON-EXCUSABLE DELAYS**

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

### **3.12.2 EXCUSABLE DELAYS**

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

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

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

### **3.12.3 STANDBY TIME**

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

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

## **3.12.4 WEATHER DELAYS**

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

## **3.12.5 CONCURRENT DELAYS**

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

## **GC 3.13 LIQUIDATED DAMAGES**

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

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

## **GC 3.14 RIGHTS BEYOND LIQUIDATED DAMAGES**

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

## **GC 3.15 EXTENSION OF TIME**

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

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

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

# GENERAL CONDITIONS

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

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

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

## **GC 3.16 TEMPORARY SUSPENSION OF WORK**

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

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

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

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

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

# GENERAL CONDITIONS

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

## **GC 3.17 PROTECTION OF ANTIQUITIES**

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

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

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

## **GC 3.18 CONTRACT TERMINATION**

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

- A. The City may terminate the Contract if the Contractor:
  - 1. Fails to maintain bonding, Nevada State Contractor's Board License, State Industrial Insurance requirements or insurance policies for limits as defined in the Contract Documents;
  - 2. Persistently or repeatedly refuses or fails to supply properly skilled workers or proper materials;
  - 3. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
  - 4. Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;
  - 5. Otherwise makes a material breach of a provision of the Contract Documents; or
  - 6. Contractor fails to maintain safe working conditions.
  
- B. When any of the above reasons exist, the City may provide, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's Surety, seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - 1. Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
  - 2. Accept assignment of subcontractors pursuant to this Contract for Construction (Contingent Assignment of Subcontracts to City if Contract is terminated); and,

# GENERAL CONDITIONS

3. Finish the Work by whatever reasonable method the City may deem expedient.
- C. If the City terminates the Contract for one of the reasons stated in Termination by the City for Cause, the Contractor shall not be entitled to receive further payment until the Work is finished.
  - D. If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to the Contractor. If the costs of finishing the Work exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or City, as the case may be, shall survive termination of the Contract for Construction.

In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by the City; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract Amount incurred by the City arising from the termination of the operations of the Contract and the completion of the Work by the City as provided above shall be paid for by any available funds held by the City. The Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

If at any time before completion of the Work under the Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the City may give notice to the Contractor to discontinue the Work and terminate the Contract. The Contractor shall discontinue the Work in such manner, sequence, and at such times as the Construction Manager may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by the Construction Manager to be done.

## **GC 3.19 CITY'S RIGHT TO TERMINATE FOR CONVENIENCE**

The City reserves the right to terminate this contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision shall the Contractor be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. The Contractor shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against the Contractor for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

## **GC 3.20 WORK DURING DISPUTES AND LITIGATION**

In the event of a dispute between the parties hereto as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. If the dispute is not resolved, Contractor agrees to continue the Work diligently to completion and will neither rescind this Contract nor stop the progress of the Work but will submit such controversy to determination in accordance with the terms of the Contract Documents. In the event any litigation is commenced with respect to this Contract, such litigation shall not serve to suspend Contractor's obligation to continue performance of the Work hereunder.

## **GC 3.21 LANDS AND RIGHTS-OF-WAY**

The lands and rights-of-way for the project to be constructed will be provided by the City. The Contractor shall make his/her own arrangements and pay all expenses for additional area required by him/her outside the limits of the City's land and right-of-way. Work in the public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the work is located in addition to conforming to the plans and specifications.

## **GC 3.22 WAIVER OF RIGHTS**

# GENERAL CONDITIONS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the City, Owner's Representative, Construction Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

# GENERAL CONDITIONS

## SECTION 4.0 SHOP DRAWINGS AND QUALITY CONTROL/INSPECTIONS

### GC 4.1 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, concrete mix designs, coatings, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in the Technical Specifications and Special Conditions of the Contract Documents. The contract Unit Bid Price for the various items requiring submittals shall include the cost of furnishing all shop drawings, product data, and samples, and the Contractor will be allowed no extra compensation for such drawings, product data or samples.

All submittals and supporting drawings, designs, calculation, data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy, completeness, and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another Contractor or the City. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Drawings and specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this Project.

### GC 4.2 SOURCE OF MATERIALS

Unless otherwise approved in writing by the Construction Manager, only unmanufactured materials produced in the United States, and only manufactured materials made in the United States, shall be used in the performance of this contract.

### GC 4.3 TRANSMITTAL PROCEDURES

#### 4.3.1 TRANSMITTAL FORM

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

#### 4.3.2 DEVIATIONS FROM THE CONTRACT

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a written description of such deviations and the reasons therefore. If the City accepts such deviation, the City shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order may

# GENERAL CONDITIONS

not be issued. If deviations from the Contract requirements are not noted on the submittal by the Contractor, the review of the shop drawing shall not constitute acceptance of such deviations.

## **4.3.3 SUBMITTAL COMPLETENESS**

The Contractor shall check all submittals before submitting them to the Construction Manager and shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the drawings and specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal may be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the specifications, shall meet the minimum requirements for submissions cited in the Technical Specifications, shall include materials and equipment data and certifications where required, and shall include any necessary revisions required for equipment other than first named.

The City reserves the right to deduct monies from payments due the Contractor to cover additional actual costs of review beyond the second submission.

## **4.3.4 SUBMITTAL PERIOD**

All submittals shall be submitted to the Construction Manager within fifteen (15) calendar days after the date of the Notice to Proceed by the City, unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor or unless provided for differently in the Special Conditions.

## **4.3.5 MATERIAL AND EQUIPMENT SUBSTITUTIONS**

In preparing these specifications, the Design Consultant has named those products which to its knowledge meet the specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, installation, or service mentioned in these specifications, they are used to establish the standards of quality and utility required. The Contractor may request, in writing, approval of any material, process or article which he/she believes to be equal. The written request shall state how the material, process, or article proposed for substitution compares with or differs from the designated material, process, or article in composition, size, arrangement, performance, and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed material, process or article. If any material, process or article offered by the Contractor is not, in the opinion of the Engineer, equal or better in every respect to that specified, then the Contractor must furnish the material, process or article specified or one that, in the opinion of the Engineer, is the equal or better in every respect. In the event the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor. Pursuant to NRS, Chapter 338.140, data substantiating a request for substitution of "an equal" item shall be submitted within seven (7) days after Award of the Contract.

## **GC 4.4 REVIEW PROCEDURE**

Submittals shall be submitted to the Construction Manager for review and will be returned to the Contractor within fifteen (15) working days after receipt, unless otherwise provided for in the Special Conditions. The primary objective of review of submittals by the City is the completion of the Project in full conformance with the Contract, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Project Drawings and specifications, will fit the structures detailed on the drawings, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review by the City of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:



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- A. **No Exceptions Noted (Resubmittal Not Required)**  
Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
- B. **Make Corrections Noted (Resubmittal Not Required)**  
Same as A, except that minor corrections as noted shall be made by the Contractor.
- C. **Make Corrections Noted (Resubmittal)**  
Rejected because of inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the City.
- D. **Not Acceptable (Resubmit)**  
Submitted material does not conform to drawings and specifications in major respects, i.e.: wrong size, model, capacity, or material.

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

The Contractor shall submit a minimum of six (6) copies for each submittal. The Construction Manager will retain a minimum of four (4) copies for its use and record and return two (2) copies to the Contractor.

The City's favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

Favorable review of submittals does not constitute a change order to the Contract requirements. The favorable review of all submittals by the City shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review by the City shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of law. Favorable review by the City shall not constitute acceptance by the City of any responsibility for the accuracy, coordination, and completeness of any items or equipment represented on the submittals.

## **GC 4.5 QUALITY CONTROL - GENERAL**

All materials and equipment to be incorporated into the Work, unless otherwise specified, shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. All materials, equipment, and supplies provided shall, without additional charge to the City, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies. It shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions, correct errors and supply omissions not involving extra cost, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the Construction Manager, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin, laboratory, or at the site of the Work. The Contractor shall give the Construction Manager written notification at least 30 days prior to the shipment of materials and major equipment to be tested and inspected at point of origin. Prior to shipping any precast concrete products, a meeting shall be held at the manufacturer's site to discuss and agree on uniform acceptability standards for the precast products. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment, nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.

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

# GENERAL CONDITIONS

## **4.5.1 QUALITY ASSURANCE INSPECTION**

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

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

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

## **4.5.2 PERMIT AND CODE COMPLIANCE INSPECTIONS**

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

## **4.5.3 SAMPLES AND TESTS**

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

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

# GENERAL CONDITIONS

## **A. Sampling**

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

## **B. Testing**

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

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

## **C. Retesting Costs**

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

## **D. Test Standards**

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

## **E. Testing Disputes**

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

# GENERAL CONDITIONS

## SECTION 5.0 PAYMENT

### GC 5.1 GENERAL

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

### GC 5.2 PAYMENT FOR PATENTS AND PATENT INFRINGEMENT

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

### GC 5.3 PAYMENT OF TAXES

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

### GC 5.4 PAYMENT FOR LABOR AND MATERIALS

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

### GC 5.5 PARTIAL PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **GC 5.6 RETENTION**

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

# GENERAL CONDITIONS

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

## **GC 5.7 OTHER WITHHOLDS**

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

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

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

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## SECTION 6.0 CHANGE ORDERS

### **GC 6.1 GENERAL**

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

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

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

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

### **GC 6.2 DIFFERING SITE CONDITIONS**

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

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

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

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

# GENERAL CONDITIONS

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

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

## GC 6.3 RESOLUTION OF DISPUTES

### 6.3.1 CONTRACT INTERPRETATION BY THE CONSTRUCTION MANAGER

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

### 6.3.2 CLAIMS

#### A. Notice

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

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

#### B. Records of Disputed Work

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

#### C. Submission of Claim Costs

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



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

## **D. Claim Meetings**

The Construction Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend such meetings prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

## **GC 6.4 MODIFICATION PROCEDURES**

### **6.4.1 CHANGES IN CONTRACT PRICE**

Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Construction Manager, approved by the City, and increase the amount of work to be done, such added work shall be known as extra work. When such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract Amount, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

- a. By unit prices accepted by the City and stated in the Contract Documents or Schedule of Values;
- b. By unit prices subsequently fixed by agreement between the parties;
- c. By an acceptable lump sum proposal from the Contractor; or
- d. By Force Account (as described in GC 6.4.3, Force Account Payment, when directed and administered by the City or Construction Manager.

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. When there is an agreement, the Construction Manager will prepare and process the Change Order and make a recommendation for action by the City. All Change Orders must be signed by the Contractor and approved by the City unless unilaterally issued per GC 6.1, above.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

When any Extra Work is performed by a Subcontractor, the markups established in GC 6.4.2 and GC 6.4.3 shall be applied to the Subcontractor's costs as determined under GC 6.4.2 and GC 6.4.3. The Contractor's markup on subcontracted work shall be limited to five percent (5%) of the total of the Subcontractor's costs, which amount shall constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor. On any item(s) of Extra Work, there shall only be one markup allowed to the Subcontractor even if there are multiple tiers of subcontractors, and only one markup allowed to the Contractor for subcontracted work.

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## 6.4.2 NEGOTIATED CHANGE ORDERS

Under the methods described in GC 6.4.1.b and 6.4.1.c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment, rentals, and approved services pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered. The cost of materials used and equipment delivered and installed in the Work shall be as substantiated by appropriate documents. The cost of construction machinery and equipment shall be based on fair rental or ownership values acceptable to the Construction Manager as described in GC 6.4.3, Force Account Payment, and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and office facilities, or anyone not directly employed on such work, nor the cost of small tools, as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in GC 6.4.1.b and 6.4.1.c, the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

Direct Labor	fifteen percent (15%)
Materials	fifteen percent (15%)
Equipment (owned or rented)	fifteen percent (15%)

The above fees represent the maximum limits which will be allowed, and they include the Contractor's indirect home office expenses and all costs for cost proposal preparation.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a decrease in cost will be the amount of the actual net decrease plus a credit in accordance with the markups allowed above.

The Contractor shall not claim for anticipated profits on work that may be omitted unless the deleted amount of work is determined to constitute a cardinal change to the Project.

## 6.4.3 FORCE ACCOUNT PAYMENT

If either the amount of Work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order, Work Directive, or Field Order that the Work be done on a force account basis. The term "force account" shall be understood to mean that payment for the Work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and actually used to do the work. In order to have a valid claim for Force Account payment, the Contractor must submit on a daily basis the City's Daily Extra Work Report signed by both the Contractor's representative and the City's Construction Manager or inspector. For the work performed, payment will be made for the documented actual cost of the following:

- a. Direct labor cost for workers, including foremen, who are directly assigned to the force account Work. Direct labor cost is the actual payroll cost including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered.
- b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor. Material wasted or disposed of in a manor not called for under the contract, material not unloaded from the transporting vehicle, material placed outside the limits indicated or given plans; or material remaining on hand after completion of the work will not be paid for except as otherwise provided.

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- a. Equipment rental: For any machinery or equipment, the use of which has been authorized by the Construction Manager, the Contractor will be paid for the use of such machinery or equipment in the manner hereinafter specified, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the contractor.

Rental rates will be determined as follows:

- 1.1 The base rates shall be those established in publications and revisions thereto entitled "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment" available from Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, CA 95110-1313, phone (408) 467-6700.

The hourly rate to be paid shall be the monthly rate divided by 176, multiplied by the regional adjustment factor, and multiplied by the appropriate rate adjustment factor, then plus the estimated operating cost per hour shown therein, and then rounded to the nearest \$0.10.

2. Attachments (e.g. tractor with ripper and dozer or tractor with loader and backhoe) will be included in the hourly rental rate only when deemed essential to the work as determined by the Construction Manager. When multiple attachments are approved for use and are being used interchangeably, the attachment having the highest rental rate shall be the only one included for payment.
3. No direct payment will be made for necessary accessories (including replenishing blades, augers, teeth, hoses, bits, etc.) if not listed in the Rental Rate Blue Book.
4. No compensation will be allowed for shop tools having a daily rental rate of less than \$10 as set forth in Section 18 of the Rental Rate Book.

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

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

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

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

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

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

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

- a. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item a, labor, above.
- b. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item b, materials, above.
- c. A fixed fee not-to-exceed fifteen (15) percent of the costs of Item c, equipment, above.

The added fixed fees shall be considered to be full compensation covering the cost of general supervision, overhead, profit, and all other expenses. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's indirect home office expenses and all costs for cost proposal preparation and record keeping.

#### **6.4.4 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES**

The unit prices as stated in the Bid and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the Bid item, plus or minus twenty-five (25) percent. Either party to the Contract will be entitled to an equitable adjustment in unit prices for that portion of the actual quantity less than seventy-five (75) percent or more than one hundred twenty-five (125) percent of the original Bid quantity. Such equitable adjustment shall be determined in one or more of the following ways:

- A. If the parties are able to agree, the price will be determined by using:
  - 1. Unit prices; or
  - 2. Other agreed upon prices.
- B. If the parties cannot agree, the price will be determined by the Engineer using:
  - 1. Unit prices, or
  - 2. Other means to establish costs.

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The following limitations shall apply in determining the amount of the equitable adjustment:

- A. No claim for loss of anticipated profits on deleted or uncompleted work or consequential damages of any kind will be allowed.
- B. If the actual quantity of work performed is less than seventy-five (75) percent of the original Bid quantity, the total payment for the item will be limited to not more than seventy-five (75) percent of the amount originally Bid.
- C. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent that there is an unbalanced allocation of such expenses among the contract Bid items.
- D. No adjustment in the unit contract bid price will be made for any item unless the increase or decrease in quantity results in a change of \$10,000 or more as measured by the original bid quantity and unit price for the item.

The City will not adjust for increases or decreases if the City has entered the amount for the Bid item in the proposal form only to provide a common basis for bidders.

## **6.4.5 TIME EXTENSIONS FOR CHANGE ORDERS**

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must be accompanied by a time impact analysis, based on the latest Construction Schedule update, or other method acceptable to the Construction Manager.

## **GC 6.5 DISPUTES**

Any dispute relating to this Contract after award shall be resolved through good faith efforts by the Contractor and City. The Contractor shall have the right to appeal any decision by any inspector to the Construction Manager; and, by the Construction Manager to the Owner's Representative. Initial notice of any dispute must be filed with the Construction Manager per GC 6.3.2.A, Claims - Notice.

If the Contractor considers the determination of the Construction Manager to be unfair he/she shall, within ten (10) days after receipt of the Construction Managers decision, file a written protest with the Owner's Representative stating clearly and in detail his/her objections and the reasons therefore. The Owner's Representative shall review the issue in dispute and shall promptly advise the Contractor in writing of his/her final decision. At all times, the Contractor shall carry on the Work and maintain its Construction Schedule in accordance with the requirements of the Contract and the determination of the City, pending resolution of any dispute.

If review by the Owner's Representative does not result in a resolution of the dispute, the parties shall proceed to non-binding mediation. Non-binding mediation shall be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Procedures. Mediation conducted in accordance with this provision shall take place in Carson City, Nevada. Mediation shall be conducted by a single mediator, approved by both the City and the Contractor from a list provided by the American Arbitration Association. Each party shall pay one-half of the mediator's compensation and the administration fees. Each party shall bear its own expenses associated with the mediation, including but not limited to its own attorney and expert consultant fees. Each party shall have at least one individual attend the mediation proceeding who has full authority to settle the dispute on their behalf, provided however, that any agreement reached will have to be put before the Carson City Board of Supervisors or Carson City Regional Transportation Commission for final approval.

## **GC 6.6 ARBITRATION**

Any controversy or claim arising out of or relating to the performance of these Contract Documents, which cannot be resolved by mutual agreement or mediation, shall be submitted to binding arbitration by the claiming party by filing a Notice of Intent to Arbitrate (demand) within fifteen (15) days of the conclusion of mediation, specified above in GC 6.5, DISPUTES, with the other party and three (3) copies to the American Arbitration Association or the Nevada Arbitration Association. Either party to the Contract Documents may request that any dispute or difference be arbitrated by filing a demand to arbitrate. Said demand shall contain a statement of the disputes,

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the amount involved, if any, and the remedy sought. Through written mutual consent, the parties may agree to combine all disputes for a single arbitration proceeding during or after substantial completion of the Project. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules (which can be found at [www.adr.org](http://www.adr.org) ) administered by the American Arbitration Association or the Nevada Arbitration Association. Failure to give such notice in the time specified shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute, or other matter. Judgment on the award rendered by the arbitrators may be entered in the First Judicial District Court of the State of Nevada.

In the event that any controversy or claim arising out of or relating to the performance of this Contract becomes the subject of arbitration, Carson City shall have the right to join or bring an additional party to the arbitration proceeding, and the Contractor hereby irrevocably consents and agrees to such joinder.

In the event that Carson City is named as a party to any arbitration action arising out of, or resulting from the design or construction of the Project, the Contractor hereby agrees, at the request of Carson City, to be joined as a party to that arbitration proceeding and to be bound by any decision resulting from arbitration.

In the event of arbitration, it is agreed by the parties that all means of discovery, including but not limited to depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

Any arbitration carried out under the provisions of GC 6.6, ARBITRATION, shall be heard and determined by a three (3) member panel. From a list of arbitrators provided by the American Arbitration Association, Carson City shall select one (1) member of the panel and the Contractor shall select one (1) member of the panel. The third member of the panel shall be selected from said list by the first two (2) members and shall be approved by both Carson City and the Contractor. The third (3<sup>rd</sup>) member shall function as the Chairperson of the arbitration panel.

The Contractor shall carry on the Work and maintain progress during any arbitration or any other disputes unless otherwise mutually agreed upon in writing.

Arbitration conducted in accordance with this provision shall take place in Carson City, Nevada.

# GENERAL CONDITIONS

## SECTION 7.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### GC 7.1 GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the Work, protection of employees and the public, protection of the Work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

### GC 7.2 TEMPORARY UTILITIES AND CONSTRUCTION FACILITIES

#### 7.2.1 ELECTRICAL SERVICE

The Contractor shall arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

#### 7.2.2 WATER

The Contractor shall pay for and shall provide for all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the state and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance. The Contractor shall be responsible for obtaining a City water meter and paying all associated charges, including monthly water usage.

The Contractor is hereby informed that Carson City does not allow use of potable water for dust control on unpaved areas and/or earthwork compaction except for health safety concerns as determined by NDEP. The Contractor must obtain a "Treated Wastewater Effluent for Construction Purposes Permit" from the Carson City Wastewater Treatment Plant located at 3320 E. Fifth Street, Carson City. Special arrangements must be made with the Carson City Water Utility located at 3505 Butti Way, Carson City, for use of potable water for dust control on paved areas.

#### 7.2.3 TEMPORARY LIGHTING

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final acceptance of the Work.

#### 7.2.4 HEATING AND VENTILATION

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Unvented direct fired heaters shall not be used in areas where freshly placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

#### 7.2.5 SANITARY CONVENIENCES

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at an appropriate location at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

#### 7.2.6 COMMUNICATIONS

The Contractor shall provide, at its own cost, telephone communications to the Project Site either through ground lines or cellular equipment.

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## 7.2.7 CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

### A. Staging and Falsework

Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the Construction Manager, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

Excavation support shall be in accordance with GC 2.6.12 (D), Excavation Safety.

### B. Temporary Enclosures

When sandblasting, spray painting, spraying of insulation, or other activities inconvenient or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures.

### C. Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of OSHA and MUTCD.

### D. Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Carson City Fire Department; and all work shall be governed by Title 14, Fire, of the Carson City Municipal Code. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives.

## GC 7.3 CONSTRUCTION CONTROLS

### 7.3.1 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall not trespass upon private property and shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall not infringe upon wetland areas at the Site, whether identified or not, without the written approval of the Construction Manager. Infringement on wetlands will give cause for suspension of all work being conducted on or adjacent to the wetland area.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the Site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given in writing by the Contractor.

The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, irrigation lines and facilities, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.



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Land survey monuments and property marks shall not be moved or otherwise disturbed by the Contractor until the Contractor arranges for a Nevada licensed Land Surveyor to witness or otherwise reference their locations in accordance with the requirements of the agency having jurisdiction. Any survey monument or property mark so moved or disturbed must be re-established and re-set by a Nevada licensed Land Surveyor in accordance with the requirements of the agency having jurisdiction.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible or better. Where existing turf areas are damaged, they must be replaced with fresh sod of matching grass.

The Contractor shall give reasonable notice, as determined by the Construction Manager, to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

## **A. Flood Protection**

During the construction period, the Contractor shall be responsible for any damage which may result from flooding, including any earthwork re-excavation or replacement that may be a result of flooding. The Contractor shall submit to the Construction Manager a flood control plan for trenching operations associated with the Work. The flood control plan shall describe the Contractor's plan for control and diversion of surface runoff and flood flows around trench and structure excavations, and the Contractor's action plan for protection of the work and Contractor's plant and equipment during flood events.

## **7.3.2 PROJECT SECURITY**

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury. Contractor shall call the Carson City Sheriff's Department at 887-2008 or call 911 in the event of any public harassment or violence to any of the Contractor's or subcontractor's employees.

## **A. Fire Extinguisher**

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations.

## **B. Temporary Fences**

The Contractor shall enclose the site of the Work other than roadways with a fence or barricades adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism. Work within the roadway right-of-way shall be protected as provided for in the "Manual on Uniform Traffic Control Devices."

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

## **C. Graffiti Removal**

The Contractor shall at all times keep all equipment, traffic control devices, materials, office trailers, storage facilities, the Work and the site free from graffiti. The Contractor shall remove all graffiti within 24 hours of notification by the Construction Manager. All expenses associated with graffiti removal shall be the responsibility of the Contractor.

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## 7.3.3 ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

## 7.3.4 NOISE ABATEMENT

Operations at the site shall be performed to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the following levels:

**Allowable Daytime Noise Levels** as measured at the exterior of any given site shall be a noise level of not more than 75 dba Leq from the hours of 7:00 AM to 8:00 PM daily.

**Allowable Nighttime Noise Levels** as measured at the exterior of any site shall be a noise level of not more than 55 dba Leq from the hours of 8:00 PM to 7:00 AM daily.

**Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.**

## 7.3.5 WORKING HOURS

Construction shall be allowed only between the hours of seven (7:00) AM and four (4:00) PM Monday thru Friday (Normal Working Hours) unless otherwise specified in the Special Conditions.

The starting, fueling, maintenance of equipment, and delivery of equipment and materials, and placement or removal of traffic control devices is considered Construction and shall not be allowed outside of the Normal Working Hours. Requests for exceptions to these limitations shall be made in writing to the Construction Manager for consideration in non-sensitive, non-residential areas.

The Contractor may request to work outside the Normal Working Hours by submitting a written request to the Construction Manager at least seventy-two (72) hours in advance of the start of work outside the Normal Working Hours. Permission may or may not be granted by the Construction Manager, with hours noted by the Construction Manager. The Contractor shall be responsible for the costs of any inspection, testing, and additional administration incurred by the City, or its agents and representatives, for work by the Contractor outside the Normal Working Hours defined above, on weekdays in excess of eight (8) hours, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work specifically required to be performed outside the Normal Working Hours as may be indicated in the Special Conditions, or work required by the Construction Manager, in writing, to be performed outside the Normal Working Hours, is excluded from withholding of payment.

## 7.3.6 DRAINAGE CONTROL / STORM WATER POLLUTION PREVENTION PLAN

In all construction operations, care shall be taken not to disturb existing drainage patterns whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations. Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses. The Contractor shall provide water quality and erosion controls in accordance with the NDEP "Handbook of Best Management Practices" to prevent sedimentation runoff from the Site.

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The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) regulations for storm water discharges from a construction site and the Stormwater General Permit NVR100000, State of Nevada, Division of Environmental Protection, General Permit. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and compliance with the permitting requirements shall be the Contractor's responsibility. The Contractor shall submit the required Notice of Intent (NOI) to the NDEP and comply with the SWPPP referenced above. The Contractor shall obtain any required Temporary Permits prior to any discharges. The Contractor shall submit any required Notification of Termination to the NDEP upon completion of construction and final site stabilization, and shall submit to the City copies of all records associated with the permitting requirements. Contractor must submit a copy of the SWPPP permit and plan to the Construction Manager prior to the start of work.

The Contractor shall be responsible for all costs associated with complying with the permit requirements, submitting any required NOI, preparing and complying with the SWPPP, revising the SWPPP, any required submittal of the Notification of Termination, any required discharge permit and any other related costs.

## **7.3.7 CONSTRUCTION CLEANING**

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material, rubbish, caused by his/her operations. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Spillage resulting from hauling operations along or across existing streets or roads shall be removed immediately by the Contractor. All gutters and roadside ditches shall be kept clean and free from obstructions. Daily cleanup of trash, paper, and small debris subject to movement with winds shall be required. **The Contractor shall reasonably clean the immediate Work Area on a daily basis to reduce risk of personal injury as well as fire hazard.**

## **7.3.8 DISPOSAL OF MATERIAL**

Unless otherwise specified in the Special Conditions, the Contractor shall make his/her own arrangements for disposing of construction waste materials outside the Project Site and the Contractor shall pay any and all dump fees required, except as provided below. If the Contractor arranges to dispose of construction waste materials on private property, he/she shall first obtain written permission from the property owner on whose property the disposal is to be made in which the City is absolved from any and all liability and responsibility in connection with the disposal of such material on said property. A copy of said written permission must be delivered to the Construction Manager prior to starting disposal operations. When construction waste material is disposed of as above provided, the Contractor shall conform to all required codes and permits pertaining to grading, hauling, and filling of earth or other materials. The Contractor shall contact the City's Community Development Department and the Health Department concerning such codes and permits.

Disposal of all construction waste including but not limited to all pipe, concrete, manholes, pavement, building and excavated materials, and all other appurtenances shall be disposed of in a manner consistent with all local, State and Federal laws and guidelines. Any hazardous waste shall be disposed of at hazardous waste disposal sites that are permitted to accept such wastes. All disposal site locations shall be approved in writing by the Construction Manager. A copy of the disposal plans and any required permits must be delivered to the Construction Manager prior to starting disposal operations.

Asbestos Cement Pipe (ACP) removed from the Project shall be separated from other material, manifested and delivered to the Carson City Landfill. For manifest and disposal requirements prior to removal of any ACP the Contractor shall contact:

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

ACP Manifests are valid for ten (10) days from date of issuance.

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Construction waste including but not limited to all pipe, concrete, manholes, pavement, building and excavated material, and all other appurtenances removed from the Project may be accepted free of charge at the Carson City Landfill if approved under the direction of the Construction Manager. A Landfill Disposal Form will be provided by the Carson City Inspector upon request by the Contractor. The Contractor or Contractor's agent will provide a Landfill Disposal Form, which must be signed, dated and timed by a Carson City Inspector, to the Landfill Attendant for a waiver of disposal fees for each separate load. The Contractor will pay the full disposal fee if no Landfill Disposal Form from Carson City is presented to the Landfill Attendant. Carson City will not reimburse the Contractor for disposal fees due to failure to comply with these conditions.

## **7.3.9 PARKING AND STORAGE AREAS**

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the Construction Manager. Material and equipment may not be stored in public right-of-way unless prior approval by the Construction Manager.

## **GC 7.4 PUBLIC SAFETY/CONVENIENCE AND TRAFFIC CONTROL**

The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the general public, including the residents, businesses and any other contractors working in the vicinity of the Work, and he/she shall have under construction no greater length or amount of work than he/she can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Traffic shall not be prevented from accessing business. Maintain a minimum of one (1) access to each business property at all times. Business Access signs shall be used to direct business traffic. Not more than one (1) crossing or intersecting street or road shall be closed at any one time. Safe access must be maintained for pedestrian traffic through or around the work area at all times.

Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the driveway or sidewalk as soon as possible. Contractor shall provide and identify to the Construction Manager a person to act as a community liaison person, who must be fluent in English with good communication skills, to personally contact each resident and business at least three (3) working days prior to performing any Work which effects their sewer or water service, restricts on street parking, restricts access to their property, or blocks a driveway or sidewalk. Said community liaison person shall provide written notices, pre-approved by the Construction Manager, to all such residents and businesses and must be available and able to answer their questions. Copies of notices to all properties other than single family residences provided to the Construction Manager shall include a name and signature of the person accepting the notice for those properties. The Contractor shall make every effort to provide alternate access to the property during such closure, if at all possible. The Contractor shall replace or repair any damage done to driveways or sidewalks and shall provide temporary relief in the form of steel plates and supports of adequate strength over the excavation. Access to properties must be restored during all non-working hours.

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

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

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

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

## **7.4.1 HAUL ROUTES**

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

## **7.4.2 TRAFFIC CONTROL**

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

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

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

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

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

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

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

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

## **7.4.3 TRAFFIC DETOURS**

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

## **7.4.4 PEDESTRIAN AND BICYCLE DETOURS**

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

## **GC 7.5 PROJECT SIGNS**

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

## **GC 7.6 PROJECT OFFICE**

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

## **GC 7.7 STORAGE OF MATERIALS**

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

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

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

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## **GC 7.8 HAZARDOUS MATERIALS**

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

## **GC 7.9 SYSTEM TESTING**

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

## **GC 7.10 COORDINATION/COOPERATION WITH UTILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# GENERAL CONDITIONS

## **GC 7.12 DUST CONTROL**

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

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

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

# GENERAL CONDITIONS

## SECTION 8.0 CONTRACT COMPLETION, O&M MANUALS

### **GC 8.1 INTERMEDIATE COMPLETION**

When an intermediate milestone is specified in the Contract Documents, and the Contractor considers that a Work element, section, or division has met the intermediate completion stage requirements, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager and the City will make inspection to determine if the Work element, section or division is sufficiently complete in accordance with the Contract Documents to determine its acceptability for Intermediate Completion and for determination of any other items which do not meet the terms of the Contract so the City can occupy or utilize the Work for its intended use. Upon verification that the Work element, section, or division meets the contractual requirements for Intermediate Completion, the Construction Manager shall prepare a Notice of Intermediate Completion letter for the City's signature. The notice shall establish the date of Intermediate Completion, the responsibilities of the City and Contractor for maintenance, utilities, and damage to the subject Work. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor of such items.

Upon the completion of such corrective work, the Contractor shall so notify the Construction Manager in writing. The Contractor agrees to pay the City's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the Contractor's failure to complete the punch list work within the time period specified.

Unless otherwise specified under Special Conditions, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance of the overall completed Project will be made. No review pertaining to specific parts of the Project shall be construed as final acceptance of any part until the overall final acceptance by the City is made. Final payment for completed portions of Work will not be made until final acceptance of the total Work.

### **GC 8.2 SUBSTANTIAL COMPLETION**

When the Contractor considers that all Work required by this Contract including equipment start-up and testing is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager and the City will make inspection to determine if the Work is sufficiently complete in accordance with the Contract Documents to determine its acceptability for Substantial Completion and for determination of any other items which do not meet the terms of the Contract so the City can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor of such items. Upon verification that the Project is substantially complete, the Construction Manager shall prepare a Notice of Substantial Completion letter for the City's signature. The notice shall establish the date of Substantial Completion and the responsibilities of the City and Contractor for maintenance, utilities, and damage to the Work.

### **GC 8.3 CONSTRUCTION COMPLETION, FINAL INSPECTION, PAYMENT, AND ACCEPTANCE**

When the Contractor considers that all Work including record drawings, operation and maintenance manuals, and cleanup has been completed in accordance with the terms of the Contract, the Contractor shall notify the Construction Manager. Upon notification, the Construction Manager and the City will make the pre-final inspection to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a final punch list of such items and submit it to the Contractor. Following completion by the Contractor of the corrective work, required by the punch list, the Construction Manager shall notify the City that the Work has been completed in accordance with the Contract. A final inspection will be made to determine the acceptability of the Work. After completion of the Work, but prior to its acceptance by the City, the last partial payment will be made to the Contractor.

After receipt of the last partial payment, but prior to acceptance of the Work by the Carson City Board of Supervisors or Carson City Regional Transportation Commission, the Contractor shall send a letter to the Construction Manager submitting lien releases for all material, or labor for any work covered by this Contract. The letter shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claims

# GENERAL CONDITIONS

and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in GC 6.3.2, Claims, may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals, the Construction Manager's written statement that construction is complete, and recommendation from the City's representative to accept the Project, the Construction Manager shall prepare an agenda item for the Carson City Board of Supervisor's or Carson City Regional Transportation Commission's acceptance of the completed Work and a Notice of Completion.

Following the acceptance by the Carson City Board of Supervisors or the Carson City Regional Transportation Commission of the completed Work embraced in the Contract, the City will cause to be recorded in the office of the County Recorder a Notice of Completion.

Thirty (30) days after recording the Notice of Completion of the Work involved in the Contract, the City will pay the Contractor such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

## **GC 8.4 OPERATION AND MAINTENANCE MANUALS**

Prior to the delivery and installation of any item of machinery or equipment, the Contractor shall submit one (1) copy of the Operation and Maintenance Manual(s) as required by the Technical Specifications. The manual(s) will be reviewed by the Construction Manager and/or Design Consultant for content and the Construction Manager will advise the Contractor within five (5) working days of receipt if the manual is acceptable for the delivery and installation of the equipment or machinery. No equipment or machinery shall be tested or installed if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals, three (3) copies, must be submitted and favorably reviewed prior to final acceptance.

## **GC 8.5 EQUIPMENT START-UP**

After all acceptance tests have been completed by the Contractor, but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, relubricate all bearing and wearing points, and assure that all equipment is in proper condition for regular continuous operation. Final start-up of equipment requires forty-eight (48) hours advance notice to the Construction Manager and coordination with the user department of the City. Start-ups shall only occur Monday through Thursday.

## **GC 8.6 FINAL CLEAN UP**

At the completion of the Work and before final inspection, the Contractor shall clean the Work Area, material sites, adjacent property and streets and all grounds occupied by the Contractor in connection with the Work of all rubbish, excess and waste materials, as well as all his/her tools, construction equipment, machinery and temporary facilities. All parts of the Work shall be left in a neat and clean condition. If the Contractor fails to clean up at the completion of the Work, the City may do so and the cost shall be charged to the Contractor.

## **GC 8.7 WARRANTY OF TITLE**

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any claims, liens, security interests or charges against this Project, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies, the title of which is commonly retained by the utility company. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

# GENERAL CONDITIONS

## **GC 8.8 RECORD DRAWINGS**

The Contractor shall keep at the Site a copy of the Contract drawings and specifications, including addenda and change orders, to which the Design Consultant, Construction Manager, and City shall have access at all times.

The Contractor shall maintain one (1) set of specifications and full size drawing prints and mark thereon in red any and all deviations from plan dimensions, elevations, or orientations, and all changes from addenda, change orders, and clarifications. Marked prints shall be updated at least weekly and shall be available to the City for review. Prior to Final

Acceptance by the City, the Contractor shall submit the record Drawings to the Construction Manager in the manner and format specified in the Special Conditions.

## **GC 8.9 WARRANTY**

The Contractor hereby agrees to make, at its own expense, all repairs or removals and replacements necessitated by defects in materials or workmanship supplied under the terms of this Contract, and to pay for any damage to other works resulting from repairs or removals and replacements of such defects which become evident within one (1) year after the date of Substantial Completion of the Project by Carson City or within such longer period of time as may be prescribed by law or by the terms of any applicable technical specification. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City, and its officers, agents, employees, and volunteers harmless from liability of any kind arising from damage due to said defects.

The Contractor shall execute and submit a completed Warranty Form in the format as appended to this section for the Work. The Warranty Form shall be submitted prior to the final acceptance of the Project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

The Contractor shall, upon the receipt of written notice from the City, promptly make all repairs or removals and replacements arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs or removals and replacements, and the Contractor and its Surety shall be liable for the cost thereof, if five (5) days after receipt of such written notice to the Contractor, the Contractor has failed to make or undertake the repairs or removals and replacements with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs or removals and replacements may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof. Such action by the City shall not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer or supplier gives a warranty for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantee or warranty certificates upon completion of the Work. No warranty period, whether provided for in this Section or elsewhere, shall in any way limit the liability of the Contractor or his/her sureties or insurers under the indemnity or insurance provisions of these General Conditions.

Prior to the expiration of the Warranty period, the City reserves the right to hold a meeting with the Contractor. The purpose of the meeting would be to review warranties, bonds, and maintenance requirements and determine required repair or replacement requirements of defective items.

For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

# GENERAL CONDITIONS

## WARRANTY FORM

Warranty For

\_\_\_\_\_ (Project/Component)

\_\_\_\_\_ (Location)

We hereby guarantee the \_\_\_\_\_ (Project/Component) \_\_\_\_\_ that we have constructed for a period of one (1) year from \_\_\_\_\_ (Date) \_\_\_\_\_ the date of Substantial Completion of the Work set by Carson City.

The following items are excluded from the provisions of this warranty:

We agree that if any of the material or equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the Work fail to fulfill any of the requirements of the Contract Documents, we will, within five (5) days of receipt of written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the urgency of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize Carson City, to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:

Signed:

Title:

Date:

# GENERAL CONDITIONS

## SECTION 9.0 PREVAILING WAGE

### GC 9.1 PREVAILING WAGE RATES

- A. The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects." The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Special Conditions. A copy of the rates are attached hereto and included herein. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

When federal money is associated with the project making the Contract subject to both state and federal wage rates, the Contractor shall not pay less than the higher rate when the two rates differ for similar kinds of labor.

Questions involving the Prevailing Wage Rates for Carson City should be referred to the Labor Commissioner, State of Nevada, at (775)687-4850.

- B. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- C. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him/her, or is not reported to the City as required by NRS 338.070.
- D. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each worker employed by him/her in connection with the public Work. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to the City as one complete package.
- E. The record must be open at all reasonable hours to the inspection of the City, and its officers and agents. A copy of the record for each calendar week for the General Contractor and all Sub-Contractors must be sent to the City by the General Contractor no later than one (1) week after the end of the week. The copy must be open to public inspection as provided in NRS 239.010.
- F. The Contractor and all subcontractors hereby agree not to hinder on-site interviews of the Contractor's or subcontractor's workers by the Construction Manager or his/her representative to verify that the workers are being paid the prevailing wage rates.
- G. It is unlawful for any Contractor in connection with the performance of work under a contract with the state, or any of its political subdivisions, when payment of the Contract Price, or any part of such payment, is to be made from public funds, to refuse to employ or to discharge from employment any person because of his/her race, color, creed, national origin, sex, sexual preference or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his/her race, creed, color, national origin, sex, sexual preference or age. The Contractor agrees to insert this

# GENERAL CONDITIONS

provision in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials.

## **GC 9.2 NO EXTRA COMPENSATION**

All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the City. In case of extra work under the provisions of GC 6.4, MODIFICATION PROCEDURES, no additional payment will be made to the Contractor because of the payment by him/her of overtime wage rates for such work unless the use of overtime work in connection with such extra work is specifically ordered in writing by the City.

## **END OF GENERAL CONDITIONS**

# SPECIAL CONDITIONS

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

## SC 1.0 SCOPE OF WORK:

The East West Water Transmission Main Project – Phase 2A-2 consists of installation of approximately 2,900 lf of 24" watermain and related appurtenances, installation of approximately 35 lf of 16" watermain and related appurtenances, installation of an approximately 2,830 lf conduit bank with pull string, construction storm drain appurtenances, construction of sidewalk, curb ramps and gutter, approximately 49,700 sf of roadway reconstruction, approximately 6,251 sy of mill and overlay as well as asphalt and concrete patching. The project includes all common phases of construction customarily associated with this type of project.

The project federally funded and is subject to Davis Bacon Wage Requirements, the American Iron and Steel(AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014. Compliance with 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs is required. Please refer to Attachment D for goals, procedures that must be followed and forms that must be submitted with bids.

## SC 2.0 AMENDMENTS TO CONTRACT AWARD:

### CA. 9 Notice to Proceed

*Replace entire paragraph with the following:*

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

### CA. 10 Time: Completion of Project

#### A. Time

*Change "calendar days" to "working days"*

#### B. Liquidated Damages

*Change "calendar days" to "working days"*

## SC 3.0 AMENDMENTS TO GENERAL CONDITIONS

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

## SECTION 1.0 INTENT, DEFINITIONS, ABBREVIATIONS

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

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

Revision No. 6 dated 2-29-2012.

### GC 1.5 Definitions

*Revise "Contract Time" as follows:*



# SPECIAL CONDITIONS

*Replace "calendar days" with "working days".*

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

Revision No. 6 dates 2-29-2012.

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

*Replace entire paragraph with the following:*

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

**SECTION 2.0** Contract administration and responsibilities: owners representative, construction manager, design consultant and contractor

## **GC 2.3.8 Final Acceptance**

*Add the following:*

Prior to the Construction Manager recommending acceptance of work, the Construction Manager and Contractor shall contact Curtis Horton, City Operations Chief, at (775) 887-2355 ext. 7378, to coordinate City inspections to determine substantial completion and final construction completion of the work.

## **GC 2.6.8 Permits**

*Add the following:*

The Contractor shall obtain a NDEP Groundwater Discharge Permit prior to pumping groundwater.

The Contractor shall comply with the Stormwater General Permit NVR100000, State of Nevada, Division of Environmental Protection, General Permit. The Contractor shall obtain any required Temporary Permits prior to any discharges.

The Contractor shall submit copies of all required Permits to the Construction Manager prior to proceeding with the Work covered by the respective Permits. If copies of all required Permits are not submitted to the Construction Manager prior to proceeding with the Work covered by the respective Permits, the Construction Manager may suspend the Work on the entire job without any additional costs to the City until the copies are received.

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

*Add the following:*

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

# SPECIAL CONDITIONS

## GC 2.6.10 Surveys, Lines and Grades

*Add the following:*

All construction surveying shall be made by the individual designated by the Contractor as the Project Surveyor who shall be a Nevada Licensed Professional Land Surveyor, or the Surveyor's Subordinates. Contractor shall provide the name, license number and contact information of the Project Surveyor to the Construction Manager prior to the start of construction.

The Contractor shall be responsible for directing the Project Surveyor to establish all survey control staking to accomplish the work within the tolerances established in the Technical Specifications and the requirements of the Nevada Administrative Code (NAC) for

Construction Surveys, Sections 625.760, 625.765, 625.770, 625.775 and 625.780. At a minimum, the Project Surveyor shall provide the following level of survey control:

1. Curb offset stakes controlled horizontally and vertically at 50-foot maximum stations along tangent curb sections; at 25-foot stations along horizontal or vertical curve curb sections; at all curb vertical grade breaks and horizontal angle points; and at points-of-curvature, midpoints and grade breaks for all curb returns at intersections.
1. Centerline "Red-Tops" shall be provided at 50-foot stations along horizontal and vertical tangents and at 25-foot stations along horizontal and vertical curves for control of the finish sub-grade base grading.
2. Centerline "Blue-Tops" shall be provided at 50-foot stations along horizontal and vertical tangents and at 25-foot stations along horizontal and vertical curves for control of the finish aggregate base grading.
3. Horizontal and vertical control stakes for sanitary and storm sewer facilities at all manholes, catch basins, and end-of-pipe and along the main alignment sufficient to establish line and grade.
4. Horizontal and vertical control stakes for water main facilities at all angle points, fire hydrants, valve locations, and along the main alignment sufficient to establish line and grade.
5. "Pre-Marks" for all roadway striping at 25-foot stations and at all traffic symbol, legend, crosswalk and stop bar locations.
6. The Contractor shall be responsible for directing the Project Surveyor to obtain and verify all existing locations and elevations of pavement, curb and utility connections at proposed points of connection as shown on the drawings and reporting this information to the Construction Manager prior to construction.
7. The Contractor shall be responsible for directing the Project Surveyor to conduct necessary post construction surveys to obtain the necessary information identified in GC 8.8.1 of the Special Conditions.
8. The Contractor shall be responsible for directing the Project Surveyor to prepare and record a Record-of-Survey showing true positions of all roadway centerline monuments in relationship to one another. The Record-of-Survey shall comply with the applicable provisions of the Nevada Revised Statutes; shall be based on the Nevada State Plane Coordinate System, West Zone, Carson City Modified, 1983 N.A.D.; and shall include positional coordinates of all monuments set to 0.01 foot accuracy.

# SPECIAL CONDITIONS

## SECTION 3.0 PROGRESS OF WORK, MEETINGS, SCHEDULES

### GC 3.5 Time of Completion

*Add the following:*

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the City, shall commence the Work to be performed under the Contract on the date set by the City in the written Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work by and within 45 working days.

### GC 3.7 City Furnished Materials

*Add the following:*

The City will supply the three (3) 24" ø butterfly valves.

### GC 3.11 Construction Schedules

A Type (A) construction schedule is required.

#### GC 3.11.1 Construction Schedules (A)

*Replace entire paragraph with the following:*

##### A. General

The schedule shall be submitted as a part of the contract documents before the Pre- construction meeting and must be favorably reviewed by the Construction Manager and the City before the Notice to Proceed is issued.

NOTE: The Construction Schedule must include and account for the total contract time specified in the Contract Documents.

#### GC 3.12.4 Weather Delays

*Add the following:*

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

### GC 3.13 Liquidated Damages

*Revise the first paragraph as follows:*

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

*Add the following:*

In case of failure on the part of the Contractor to complete the Work on any Work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the City, or the Contractor fails to persecute the Work or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the Contract or any extensions thereof, the Contractor shall pay to the City, as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each working day for delay until such reasonable time as may be required for final completion of the Work, together with any increased costs incurred by the City in completing the Work.

Time stated for completion shall include the final cleanup and demobilization except as otherwise provided in Special Conditions.

# SPECIAL CONDITIONS

Liquidated damages of \$100 per minute will be assessed for failure to comply with maximum traffic delay times. Maximum delay is 10 minutes.

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

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

*Add the following Section:*

### **GC 4.1.1 REQUIRED SUBMITTALS**

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

#### General

- Construction Schedule
- Schedule of Values
- Permits
- NOI for Storm Water Discharges
- Safety Program
- Traffic Control Plans
- Haul Routes
- Certified Payroll Reports, Weekly
- Contractors Monthly Report of Payments to Subcontractors
- Water Shut Down and Notification Plans
- Disposal Plan, Permits and Permissions
- Notice of Termination and Records for Storm Water Discharges Record Drawings
- Warranties
- Temporary Drainage Plan
- Project Surveyor
- AIS Certifications for all Iron and Steel Products

#### Materials

- Air Release Valves
- Aggregate Base Material
- Asphalt Concrete Mix Designs Backfill Material
- Bedding Material
- Certificates of Compliance for all Iron and Steel Products
- Concrete Mix Designs
- Conduit
- Curb Inlets
- Date of manufacture for PVC pipe and fittings
- Expansion Joint Material
- Fiber Rolls

# SPECIAL CONDITIONS

Fire Hydrants  
Fittings  
Flanged Pipe Coupling Adapters  
Locating Wire  
Pavement Marking Paint  
Permanent Signs  
Pipe Bedding Material  
Pipe Fittings and Appurtenances  
Pipe Materials  
Pipe Restraint Coupling  
Pullboxes including Covers  
Pull String  
PVC Material Installation Time Limit  
Reinforcing Steel  
Repair Clamps  
Rock Bags  
Seal Coat  
Service Saddles and Corporation Valves  
Tack Coat  
Tapping Sleeves Water Shut Down and Notification Plans  
Valves and Appurtenances  
Valve Boxes, Covers and Risers Warning Tape

## **SECTION 5.0      PAYMENT**

### **GC 5.1 General**

*Add the following:*

Prior to the city processing the pay estimate, the Contractor shall submit to the City a copy of its CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS for all payments made to subcontractors within the pay estimate period.

### **GC 5.5 Partial Payments**

*Add the following paragraph following the 1st paragraph:*

A Schedule of Values shall be submitted to the Construction Manager for approval, for all bid items for which the Contractor intends to submit a payment request when the Work included in that bid item is less than 100% complete. The Schedule of Values shall detail the costs for all the items included in the Description of Bid Items and Basis for Payment for the respective bid item. Also, included in the Contractor's payment request, the Contractor shall include his BMP maintenance log. A missing, incomplete or not up-to-date log will cause the payment request to be returned to the Contractor. In addition, incomplete or incorrect weekly payroll reports will cause pay requests to be returned.

#### **GC 5.5.1 Partial Payments – Inclusion of Materials on Hand**

*Add the following:*

# SPECIAL CONDITIONS

The following materials are eligible for partial payments: None

## **SECTION 7.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **GC 7.3.5 Working Hours**

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

*Add the following:*

The starting, fueling, maintenance or repair of equipment, delivery of equipment and materials, and placement or removal of traffic control devices is considered Construction and shall not be allowed outside Normal Working Hours. Requests for exceptions to these limitations shall be made in writing to the Construction Manager for consideration in non-sensitive nonresidential areas.

Liquidated damages of two hundred fifty dollars (\$250.00) per 15-minute increment will be assessed for failure to meet these hourly requirements.

### **GC 7.3.8 Disposal of Material**

*Add the following to the end of the 1st paragraph*

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

### **GC 7.3.9 Parking and Storage Areas**

*Add the following:*

Material and equipment may be stored in the City's right-of-way within work areas closed to traffic only as approved by the Construction Manager prior.

## **GC 7.4 Public Safety / Convenience and Traffic Control**

### **GC 7.4.2 Traffic Control**

*Add the following:*

Pedestrian and bicycle traffic patterns shall be preserved as much as is practical during construction. Any proposed sidewalk or bike lane closures shall be included with the Contractor's traffic control plan submittals, and shall include appropriate detour signage, subject to review and acceptance by the Construction Manager.

### **GC 7.4.5 Traffic Access**

*Add the following:*

Traffic shall not be prevented from accessing businesses and City facilities, including the Aquatic Center and Community Center. Maintain all driveways to all properties at all times.

Access signs shall be used to direct traffic. The advanced warning signs shall be placed in accordance with the approved Traffic Control Plan.

No lane or shoulder closure signing shall be placed on any street prior to the start of Work hours and shall be removed prior to the end of Work hours.

### **GC 7.4.6 Events**

*Add the following:*

# SPECIAL CONDITIONS

A number of events will be held on the park during construction. Contractor shall coordinate with the Construction Manager to accommodate the events.

## **GC 7.5 Project Signs**

Replace GC 7.5 PROJECT SIGN in its entirety with the following: text:

The Contractor shall provide, install and maintain for the duration of the project one (1) project sign. The sign shall be installed within fifteen (15) days of the Notice to Proceed and shall be installed where directed by the Construction Manager. The project sign shall conform to the requirements listed in Addendum D. Payment for the project sign shall be included in Mobilization, Demobilization and Cleanup (BP.1).

## **GC 7.10 Coordination / Cooperation with Utilities**

*Add the following:*

The Contractor shall perform potholing of existing facilities.

The Contractor shall be responsible for coordination of water affecting the properties served by the water system.

All valves and manholes shall remain accessible at all times during construction.

Contractor shall raise and adjust all manholes, valve boxes, vault lids, pullboxes to finish grade within 48 hours of paving of top lift.

## **SECTION 8.0 CONTRACT COMPLETION, O&M MANUALS**

### **GC 8.8 Record Drawings**

*Add the following Section:*

#### **GC 8.8.1 Format and Manner of Record Drawings**

The Contractor shall transfer all markings and record information to a clean set of Contract drawings. All vertical and horizontal information specified below shall be confirmed by the Contractor's Nevada Licensed Professional Land Surveyor or the Surveyor's Subordinates. The completed set of Contract drawings shall be signed by the Surveyor and include the Surveyor's certificate. The Surveyor's certificate shall state that "The Record Drawings accurately reflect record information supplied by the Contractor and the actual vertical and horizontal information required by the Contract Special Conditions, to the best of my knowledge and belief". Record information shall be indicated by a clouded line around the changed items and a strikeout through the original items. The plan title sheet shall also contain the words "RECORD DRAWINGS", the Contractor's and Surveyor's name, address, phone number, contact person and month/year of completion.

The Contractor shall submit both the original marked field plans and the completed record drawing plan set to the Construction Manager for review and acceptance.

Vertical and horizontal information to be confirmed by the Surveyor or the Surveyor's Subordinates shall include the following;

manhole, center of frame & cover, and pipe inverts valve, center of frame & cover and top of nut flush valve, center of frames & covers, top of nut and top of cap, fire hydrant air/vacuum release cover at the point closest to the main line location riser, center of box and cover and top of water main, utility vaults, center of frame & cover and bottom inside of vaults top curb at 25' intervals where curb slope less than 0.5%, angle points.

Contractor shall also submit the Record-of-Survey showing true positions of all roadway monuments as required in GC 2.6.10 to the Construction Manager for review and approval by the Carson City Engineer. Upon the Carson City Engineer's approval Contractor shall direct the Project Surveyor to record the Record-of-Survey unless otherwise arranged with the City Engineer.

# **SPECIAL CONDITIONS**

## **SC 4.0 NOTIFICATIONS**

### **SC 4.1 RESIDENTIAL AND COMMERCIAL PROPERTIES**

Contractor is responsible to notify all residential and commercial properties that will be affected by the project 72 hours in advance of street work. All commercial business will be delivered 2 notices. One will be for them to keep and one must be signed by a person in office along with address of said business. A sample of the notice must be submitted to the Construction Manager for approval prior to distribution.

### **SC 4.2 FIRE DEPARTMENT AND SHERIFF**

Contractor shall notify the Carson City Fire Department and Sheriff Department dispatch center at (775) 887-2008 at least twenty-four (24) hours in advance of (approved by CM) rerouting public traffic when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

### **SC 4.3 SCHOOL BUS CENTER**

Contractor shall notify the Carson City School Bus center at (775) 283-1950 at least twenty-four (24) hours in advance of (approved by CM) rerouting public traffic when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

### **SC 4.4 WASTE MANAGEMENT**

Contractor shall notify Waste Management (Trash Pick-up) at (775) 887-0402 at least twenty-four (24) hours in advance of (approved by CM) rerouting public traffic when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

### **SC 4.5 JUMP AROUND CARSON (JAC) TRANSIT**

Contractor shall notify Carson City RTC JAC (Transportation Bus) at (775) 841-7433 at least twenty- four (24) hours in advance of (approved by CM) rerouting public traffic when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

### **SC 4.6 UNITED STATES POSTAL SERVICE**

Contractor shall notify United States Postal Service at (775) 884-2300 at least twenty-four (24) hours in advance of construction operations which may affect access for the Postal Service. Said notification shall include specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s). Contractor shall coordinate with the Postal Service to ensure that mail delivery is not impacted.

### **SC 4.7 ONGOING SURFACE CLEANING**

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



# **SPECIAL CONDITIONS**

## **SC 5.0 FEDERAL REQUIREMENTS FOR SRF FUNDED PROJECTS**

### **SC 5.1 AMERICAN IRON AND STEEL (AIS) REQUIREMENTS**

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

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

To ensure compliance with the AIS requirement, each handler (supplier, fabricator, manufacturer, processor, etc.) shall provide a Certificate of Compliance that certifies that their step in the process was domestically performed. This step process shall include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered and a signature by the manufacturer's responsible party. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US.

A memorandum titled "Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014" dated March 20, 2014 is included for reference (Attachment D).

### **SC 5.2 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

Formerly the Minority-Owned Business Enterprise and Woman-Owned Business Enterprise (MBE/WBE) Program, the Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and goal program designed to increase and encourage the utilization and participation of DBEs in procurements funded by EPA assistance agreements. The DBE Program requirements apply to all procurements for equipment, supplies, construction and services under all EPA grants, cooperative agreements, and IAGs.

Reference is made to Attachment D regarding goals, procedures that must be followed and forms that must be submitted with bids.

## **SC 6.0 DESCRIPTION OF BID ITEMS AND BASIS FOR PAYMENT**

### **SC 6.1 GENERAL**

Payment for the various items of the Proposal Summary shall be as specified in Section 5.0 of the General Conditions and as further specified herein.

# SPECIAL CONDITIONS

Payment for each Bid Item shall include the following Work, and shall fully compensate for any necessary Work required to perform the construction operations specified and shall be considered to be included in the bid price for the items of Work and no additional compensation will be allowed therefore. This Work includes any necessary traffic control, surveying, construction staking and layout, storm water pollution prevention, potholing to verify data, dimensions and locations of subsurface facilities and service connections, sawcutting, removal and disposal of existing improvements, clearing, removal and disposal of vegetation, excavating, removal and disposal of excess material, de-watering, shoring, by pass pumping, coatings, connection to existing and proposed pipes, repairing, cutting and plugging abandoned pipes intercepted by the trench section, repairs to the irrigation system, removal and disposal of abandoned pipes and appurtenances within the trench section, compacting, disinfection, testing, temporary and final asphalt replacement, re-vegetation of disturbed areas, landscaping, irrigation piping, and as well as other incidentals, for completion of the Work in conformance with the Contract Documents.

## **SC 6.2 DESCRIPTION OF BID ITEMS AND BASIS FOR PAYMENT**

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

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

### **SC 6.2.1 MOBILIZATION, DEMOBILIZATION AND CLEANUP (BP.1)**

Work under this bid item shall consist of CONTRACTOR mobilization, demobilization, clean-up, erosion and dust control, permit coordination, and any preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site before beginning construction. Work under this item shall also include any other item of work for which other bid items have not been established in this bid schedule.

Measurement of this item will be on a lump sum basis.

Payment for Mobilization/demobilization and Cleanup will be pro rata per the following schedule based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for preparatory Work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of Contractor offices, buildings, and other facilities necessary for the Work, and any other incidentals necessary for doing all the work involved in mobilizing for the Work.

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

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

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

The remaining 10% of this item shall be paid under the final payment provisions.

# SPECIAL CONDITIONS

Payment for demobilization and cleanup shall constitute full compensation for record drawings and removing all equipment, supplies, debris and offices from the project site.

## **SC 6.2.2 TRAFFIC CONTROL (BP.2)**

Work under these bid items shall consist of providing Traffic Control for all improvements.

This work shall conform to the requirements this Contract, including American Traffic Safety Services Association (ATSSA)'s Quality Guidelines for Temporary Traffic Control Devices and Features.

The maximum time for traffic delays is 10 minutes in all areas of the project.

All traffic control devices are subject to being rated by the Construction Manager for conformance to the current American Traffic Safety Services Association (ATSSA) publication "Quality Standards for Work Zone Traffic Control Devices". Any device determined by the Construction Manager to not meet these quality standards shall be replaced with an acceptable device.

Measurement of this item will be on a lump sum basis.

Payment for Traffic Control will be pro rata per the preceding schedule based on the lump sum price named in the Proposal Summary, which price shall constitute full compensation for providing, labor, materials, preparation of traffic control plans, luminaires, signing, traffic drums, warning lights, sequential flashers, temporary striping, placement and moving changeable message signs, preparation of formal inspection reports by Traffic Control Supervisor, labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.3 4" PLANTMIX BITUMINOUS PAVEMENT TYPE 2 AGGREGATE, PG 64-28 NV W/ 8" TYPE 2 AGG BASE (BP.3)**

Work under this bid item shall conform to the requirements of Section 200 "AGGREGATES", Section 201, "BITUMINOUS MATERIALS", Section 320, "PLANTMIX BITUMINOUS PAVEMENTS" and Section 316, "TACK COAT," of the City Standard Specifications and other applicable Technical Specifications. The Bituminous material shall be PG 64-28NV, with lime. Aggregate shall be Type 2. The mix shall include 1.5% hydrated lime.

Work under this item also includes Tack Coat application to existing or previously paved surfaces as required or directed by the Construction Manager. The Bituminous material for the Tack Coat shall be S-1 H, applied at a rate of 0.05 to 0.10 English gallons per square yard with the actual application rate determined by the Construction Manager at time of application.

Fog seal shall not be applied to newly paved surfaces containing polymer.

This work does not include paving of areas adjacent to new or existing curbs for which roadway paving is indicated on the drawings which shall be considered incidental to the associated bid item.

Measurement for this bid item will be per square foot, compacted in place as shown on the drawings or as directed by the Construction Manager.

Areas will be measured one time only, without consideration of number of lifts involved. No measurement will be made for aggregate base.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and installing bituminous pavement, base, tack coat where required and all other labor, tools, equipment, materials and incidentals required to perform the work.

# SPECIAL CONDITIONS

## **SC 6.2.4 24" Ø PVC C905, DR-25, 165 PSI WATER MAIN - BELL & SPIGOT (BP.4)**

Work under this bid item shall conform to the requirements of Section 1009, Sections 2001 through 2021, as applicable, of the Carson City Technical Specifications and other applicable Technical Specifications contained herein.

Measurement of this item will be per Lineal Foot through valves and fittings in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, excavation, existing pavement and base removal, furnishing and placing the pipe including pipe, fittings, angle point markers, thrust blocks and restraining devices, pipe lowering/raising material and appurtenances, locating wire and tape, importing bedding, dewatering, subgrade stabilization and preparation, backfilling, furnishing and installing aggregate base, bituminous pavement and fog seal, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.5 16" Ø PVC C905, DR-25, 165 PSI WATER MAIN - BELL & SPIGOT (BP.5)**

Work under this bid item shall conform to the requirements of Section 1009, Sections 2001 through 2021, as applicable, of the Carson City Technical Specifications and other applicable Technical Specifications contained herein.

Measurement of this item will be per Lineal Foot through valves and fittings in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, excavation, existing pavement and base removal, furnishing and placing the pipe including pipe, fittings, angle point markers, thrust blocks and restraining devices, pipe lowering/raising material and appurtenances, locating wire and tape, importing bedding, dewatering, subgrade stabilization and preparation, backfilling, furnishing and installing aggregate base, bituminous pavement and fog seal, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.6 12" Ø PVC C900, DR-18, 165 PSI WATER MAIN - BELL & SPIGOT (BP.6)**

Work under this bid item shall conform to the requirements of Section 1009, Sections 2001 through 2021, as applicable, of the Carson City Technical Specifications and other applicable Technical Specifications contained herein.

Measurement of this item will be per Lineal Foot through valves and fittings in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, excavation, existing pavement and base removal, furnishing and placing the pipe including pipe, fittings, angle point markers, thrust blocks and restraining devices, pipe lowering/raising material and appurtenances, locating wire and tape, importing bedding, dewatering, subgrade stabilization and preparation, backfilling, furnishing and installing aggregate base, bituminous pavement and fog seal, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.7 24" Ø BUTTERFLY VALVE (INCLUDING FLANGED COUPLING ADAPTERS [FCA'S]) (BP.7)**

Work under this bid item shall conform to the requirements of Sections 2001 through 2021, as applicable of the Carson City Technical Specifications, and other applicable Technical Specifications contained herein.

Measurement of this item will be for each butterfly valve, FCA's, location riser in place.

# SPECIAL CONDITIONS

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for placing the butterfly valve, and for furnishing and placing the flanged coupling adapters, line location riser, thrust block and restraining devices, riser, valve box and cover, imported bedding, backfill, locating wire and tape, portland cement concrete collar, asphalt concrete, and all other work, labor, equipment and materials necessary for a complete installation.

Note that the 24"  $\emptyset$  butterfly valves are being supplied by Carson City.

## **SC 6.2.8 16" $\emptyset$ BUTTERFLY VALVE (INCLUDING FCA'S) (BP.8)**

Work under this bid item shall conform to the requirements of Sections 2001 through 2021, as applicable of the Carson City Technical Specifications, and other applicable Technical Specifications contained herein.

Measurement of this item will be for each butterfly valve, FCA's, location riser in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and placing the line location riser, butterfly valve including thrust block and restraining devices, riser, valve box and cover, imported bedding, backfill, locating wire and tape, portland cement concrete collar, asphalt concrete, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.9 12" $\emptyset$ GATE VALVE (BP.9)**

Work under this bid item shall conform to the requirements of Sections 2001 through 2021, as applicable of the Carson City Technical Specifications, and other applicable Technical Specifications contained herein.

Measurement of this item will be for each gate valve, location riser in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and placing the line location riser, gate valve including thrust block and restraining devices, riser, valve box and cover, imported bedding, backfill, locating wire and tape, portland cement concrete collar, asphalt concrete, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.10 24" $\emptyset$ X 24" $\emptyset$ X 16" $\emptyset$ X 16" $\emptyset$ CROSS (INCLUDING FCA'S) (BP.10)**

Work under this bid item shall conform to the requirements of Sections 2001 through 2021, as applicable of the Carson City Technical Specifications, and other applicable Technical Specifications contained herein.

Measurement of this item will be for each Tee, FCA's, in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and placing the tee including thrust block and restraining devices, riser, valve box and cover, imported bedding, backfill, locating wire and tape, portland cement concrete collar, asphalt concrete, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.11 24" $\emptyset$ X 24" $\emptyset$ X 12" $\emptyset$ TEE (INCLUDING FCA'S, APPURTENANCES, & TAP TO 12" WATERLINE) (BP.11)**

Work under this bid item shall conform to the requirements of Sections 2001 through 2021, as applicable of the Carson City Technical Specifications, and other applicable Technical Specifications contained herein.

Measurement of this item will be for all items to facilitate connection between the proposed 24" waterline and the existing 12" waterline, in place.

# SPECIAL CONDITIONS

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and placing the including thrust block and restraining devices, riser, valve box and cover, imported bedding, backfill, locating wire and tape, portland cement concrete collar, asphalt concrete, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.12 SPECIAL CONSTRUCTION CROSSING (BP.12)**

Work under this bid item shall conform to the requirements of Sections 2001 through 2021, as applicable of the Carson City Technical Specifications, and other applicable Technical Specifications contained herein.

Measurement of this item will be for each Special Construction Crossing in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, excavation, existing pavement and base removal, furnishing and placing the pipe including pipe, fittings, angle point markers, thrust blocks and restraining devices, pipe lowering/raising material and appurtenances, locating wire and tape, importing bedding, dewatering, subgrade stabilization and preparation, backfilling, furnishing and installing aggregate base, bituminous pavement and fog seal, and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.13 INSTALL FIRE HYDRANT ASSEMBLY (BP.13)**

Work under this bid item shall conform to the requirements of Sections 2001 through 2021, as applicable, of the Technical Specifications and other applicable Technical Specifications contained herein.

Measurement of this item will be for each fire hydrant assembly complete in place, including pipe from main to fire hydrant.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and placing the fire hydrant assembly including hydrant, pipe, fittings, valve, valve box and cover, riser, thrust blocks and restraining devices, crushed gravel, imported bedding, backfill, locating wire and tape, portland cement concrete collar and all other work, labor, equipment and materials necessary for a complete installation.

## **SC 6.2.14 INSTALL 3-4"Ø SCH40 PVC FIBER OPTIC CONDUIT W/ PULL STRING (BP.14)**

Work under this bid items shall conform to the requirements of Section 325, "TRAFFIC SIGNALS AND STREET LIGHTING," of the City Standard Specifications except as modified herein as well as Sections 4001, 4006, 6007, 6008 of the Technical Specifications and other applicable Technical Specifications contained herein. All pullboxes and handholes shall be full traffic rated.

### **Conduit**

Conduit shall be Schedule 40 minimum. Pull line or rope is required in all conduits, and shall be tied off at each end and conduit taped or plugged. Use 36" minimum radius sweeps for 4" conduits, unless noted otherwise on the Drawings. Sweeps over 11 degrees deflection shall be concrete slurried in place. Contractor shall mandrel conduit prior to acceptance by City. All empty conduits shall have a locatable pull string with sequential foot markings installed.

Measurement of this item will be per Lineal Foot of the conduit bank to the limits indicated on the Drawings, not including conduits through manholes, vaults and pullboxes including sweeps to structures as required or as directed by the Construction Manager complete in place.

# SPECIAL CONDITIONS

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, excavation and backfill where not paid under separate bid item, furnishing and installing conduits including pull strings, fittings, concrete slurry at sweeps, and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.15 INSTALL MODEL 3048 FIBER VAULT WITH H20 TRAFFIC RATED LID AND BOLT DOWN STEEL COVER (BP.15)**

Work under this bid item shall conform to the requirements of Section 325, "TRAFFIC SIGNALS AND STREET LIGHTING," of the City Standard Specifications except as modified herein as well as Sections 4001, 4006, 6007, 6008 of the Technical Specifications and other applicable Technical Specifications contained herein. All pullboxes and handholes shall be AASHTO H20 traffic rated, unless noted otherwise.

### **Vaults**

All pull boxes, manholes, handholes and other underground vaults shall be set on a minimum 6-inch compacted Type 2, Class "B" Aggregate Base, with at least one grade ring, and set to finish grade. All vaults shall be of precast reinforced concrete or Reinforced Plastic Mortar. Sizes specified on the drawing are minimum interior dimensions, LxWxD in inches. All vaults shall be set level, regardless of surrounding terrain, and grade rings shall be adjusted, bricked, and mortared to match finish grade. All conduits shall be terminated in the vaults using terminators, or cut flush with the interior wall and mortared in place. All finish work shall exhibit good workmanship.

Measurement of this item will be for each vault in place.

Payment for installing this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, excavation and backfill where not paid under separate bid item, furnishing and installing pullboxes, pullbox lids including adjustment to final grade, and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.16 INSTALL MODIFIED TYPE 4R CURB INLET (BP.16)**

Work under this bid item shall conform to Section 204, "MANHOLES AND CATCH BASINS," 306, "STORM DRAIN, CULVERTS, AND SANITARY SEWER CONSTRUCTION," 311, "CONCRETE STRUCTURES AND MASONRY CONSTRUCTION," and 323, "ADJUSTMENT OF NEW AND EXISTING MANHOLES, CATCH BASINS, VAULTS, WATER AND GAS VALVES, AND MONUMENTS TO FINAL GRADE" of the City Standard Specifications and applicable Technical Specifications.

Work under this item also includes connections to existing manholes, and lateral connections to new or existing storm drain mains where junction structures are not called for on the drawings. Reference is made to Section 3005 of the Technical Specifications contained herein for this connection work. Work under this item also includes the removal, and disposal of existing storm sewer main pipe, fittings, and appurtenances as indicated on the drawings or as required for new utility or roadway construction.

Measurement of this item will be for each catch basin in place.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, excavation, de-watering, stabilization, bedding and backfill, furnishing and installing pipe, and all other work, labor, equipment and materials necessary to complete the work.

## **SC 6.2.17 REMOVE BITUMINOUS SURFACE (BP.17)**

Work under these bid items shall conform to the requirements of Section 301, "REMOVAL OF EXISTING IMPROVEMENTS," and applicable Technical Specifications.

# SPECIAL CONDITIONS

Measurement of this item will be per Square Yard.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for all necessary removals from construction areas and all other labor, tools, equipment, materials and incidentals required to perform the work. Payment for Removal of Other Existing Improvements shall constitute full compensation for removal of all items for which other removal bid items have not been established including obliteration of existing pavement striping where required.

## **SC 6.2.18 REMOVE CURB AND GUTTER (BP.18)**

Work under these bid items shall conform to the requirements of Section 301, "REMOVAL OF EXISTING IMPROVEMENTS," and applicable Technical Specifications.

Measurement of this item will be per Lineal Foot as measured along existing public traveled roadways only. No measurement or direct payment will be made for removal of existing curbs or curbs and gutters outside of the existing public roadway paved section. No measurement or direct payment will be made for removal of existing AC curbs or PC glue-down curbs.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for all necessary removals from construction areas and all other labor, tools, equipment, materials and incidentals required to perform the work. Payment for Removal of Other Existing Improvements shall constitute full compensation for removal of all items for which other removal bid items have not been established including obliteration of existing pavement striping where required.

## **SC 6.2.19 REMOVE PCC SIDEWALK OR FLATWORK (BP.19)**

Work under these bid items shall conform to the requirements of Section 301, "REMOVAL OF EXISTING IMPROVEMENTS," and applicable Technical Specifications.

Measurement of this item will be per Square Yard.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for all necessary removals from construction areas and all other labor, tools, equipment, materials and incidentals required to perform the work. Payment for Removal of Other Existing Improvements shall constitute full compensation for removal of all items for which other removal bid items have not been established including obliteration of existing pavement striping where required.

## **SC 6.2.20 REMOVE FENCE (BP.20)**

Work under these bid items shall conform to the requirements of Section 301, "REMOVAL OF EXISTING IMPROVEMENTS," and applicable Technical Specifications.

Measurement of this item will be on a lump sum basis.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for all necessary removals from construction areas and all other labor, tools, equipment, materials and incidentals required to perform the work. Payment for Removal of Other Existing Improvements shall constitute full compensation for removal of all items for which other removal bid items have not been established including obliteration of existing pavement striping where required.



# SPECIAL CONDITIONS

## **SC 6.2.21 RELOCATE SIGN (BP.21)**

Work under these bid items shall conform to the requirements of Section 301, "REMOVAL OF EXISTING IMPROVEMENTS," and applicable Technical Specifications, Section 627, "Permanent Signs" of the NDOT Standard Specifications and applicable Technical Specifications. Street Sign shall comply with the requirements of Carson City's "STREET NAME SIGN AND MOUNTING" detail included in the drawings.

Measurement of this item will be on a per Each basis.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for all necessary removals from construction areas and all other labor, tools, equipment, materials and incidentals required to perform the work. Payment for Removal of Other Existing Improvements shall constitute full compensation for removal of all items for which other removal bid items have not been established including obliteration of existing pavement striping where required.

## **SC 6.2.22 CONSTRUCT MODIFIED TYPE 1 CURB & GUTTER WITH AGG BASE (BP.22)**

Work under this bid item shall conform to the requirements of Section 312, "CONCRETE CURB, GUTTERS, WALKS, DRIVEWAYS AND ALLEY RETURNS," of the City Standard Specifications as well as Section 4005 of the Technical Specifications and other applicable Technical Specifications contained herein.

Measurement for this item will be per Lineal Feet of curb.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for saw cutting, removal of old curb where applicable, excavation, all necessary formwork, furnishing and installing base and concrete, curing agent and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.23 CONSTRUCT 4" PCC SIDEWALK (BP.23)**

Work under this bid item shall conform to the requirements of Section 312, "CONCRETE CURB, GUTTERS, WALKS, DRIVEWAYS AND ALLEY RETURNS," of the City Standard Specifications as well as Section 4005 of the Technical Specifications and other applicable Technical Specifications contained herein.

Measurement for this item will be per Square Foot.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, removal of old sidewalk where applicable, excavation, all necessary formwork, furnishing and installing base and concrete, curing agent and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.24 CONSTRUCT 6" PCC DRIVEWAY APPROACH (BP.24)**

Work under this bid item shall conform to the requirements of Section 312, "CONCRETE CURB, GUTTERS, WALKS, DRIVEWAYS AND ALLEY RETURNS," of the City Standard Specifications as well as Section 4005 of the Technical Specifications and other applicable Technical Specifications contained herein.

Measurement for this item will be per Square Foot.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, removal of old driveway where applicable, excavation, all necessary formwork, furnishing and installing base and concrete, curing agent and all other labor, tools, equipment, materials and incidentals required to perform the work.

# SPECIAL CONDITIONS

## **SC 6.2.25 CONSTRUCT CURB RAMPS (BP.25)**

Work under this bid item shall conform to the requirements of Section 312, "CONCRETE CURB, GUTTERS, WALKS, DRIVEWAYS AND ALLEY RETURNS," of the City Standard Specifications as well as Section 4005 of the Technical Specifications and other applicable Technical Specifications contained herein. Work under this item include placement of aggregate base under concrete work as indicated on plans.

This item includes the following types of curb ramps; Parallel Curb Ramp – Apex, Linear Curb Ramp Single Adjacent, and PCC Pedestrian Ramp - Mid Block.

Measurement of this item will be per Square Foot. Curbing required at backs of pedestrian ramps will be considered incidental to the construction of the Pedestrian Ramps and no measurement of this feature will be made.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, removal of old sidewalk and ramps where applicable, excavation, all necessary formwork, furnishing and installing base and concrete, curing agent, detectable warning plates and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.26 CONSTRUCT PCC VALLEY GUTTER (3' WIDE) (BP.26)**

Work under this bid item shall conform to the requirements of Section 312, "CONCRETE CURB, GUTTERS, WALKS, DRIVEWAYS AND ALLEY RETURNS," of the City Standard Specifications as well as Section 4005 of the Technical Specifications and other applicable Technical Specifications contained herein.

Measurement for this item will be per Square Foot.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for sawcutting, removal of old valley gutter where applicable, excavation, all necessary formwork, furnishing and installing base and concrete, curing agent and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.27 INSTALL FLEXIBLE GUIDE POSTS (GLUE DOWN) (BP.27)**

Work under this bid item shall conform to the requirements of Section 332, "SIGNS, PERMANENT AND TEMPORARY," of the City Standard Specifications and applicable Technical Specifications.

Work under this item includes placement of Flexible Guide Posts as per plan.

Measurement for these bid items will be per Each.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and installing the posts and object markers including bases and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.28 CONSTRUCT FENCE (BP.28)**

Work under these bid items shall conform to Section 327, "FENCING" of the City Standard Specifications as well as Section 7005 of the Technical Specifications contained herein and other applicable Technical Specifications.

The Concrete Block/Wood Rail Fence construction shall also conform to the requirements Section 311, "CONCRETE STRUCTURES AND MASONRY CONSTRUCTION," of the City Standard Specifications as well as Sections 4001, 4002 and 4003 of the Technical Specifications, and other applicable Technical Specifications contained herein.

# SPECIAL CONDITIONS

Measurement for these bid items will be per Lineal Feet as named in the Proposal Summary.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and installing the new fencing and gates, complete in place, and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.29 WASHINGTON STREET 1 1/2" MILL & OVERLAY (BP.29)**

Work under this bid item shall conform to Section 202, "REMOVAL OF STRUCTURES AND OBSTRUCTIONS", of the NDOT Standard Specifications. Attention is called to Section 202.03.03 of that Section. Section 201, "BITUMINOUS MATERIALS", Section 320, "PLANTMIX BITUMINOUS PAVEMENTS" and Section 316, "TACK COAT," of the City Standard Specifications and other applicable Technical Specifications. The Bituminous material shall be PG 64-28 NV. Aggregate shall be Type 3. The mix shall include 1.5% hydrated lime.

Measurement of this item will be per square foot.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for all necessary for all necessary cold milling, material removal and transport of grindings to the designated City stockpile location, furnishing and installing bituminous pavement, tack coat where required and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.30 ADJUST EXISTING UTILITY BOX TO GRADE (BP.30)**

Work under this item involves adjusting existing valve boxes to new finished grade. Work under this bid item shall conform to the requirements of Section 323, "ADJUSTMENT OF NEW AND EXISTING MANHOLES, CATCH BASINS, VAULTS, WATER AND GAS VALVES, AND MONUMENTS TO FINAL GRADE" of the City Standard Specifications and applicable Technical Specifications.

Valve Box shall mean any water location riser, water or gas valve.

Measurement of this item will be per Each. No measurement will be made for adjustment of new valves to finish grade.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for adjusting existing valve boxes to new finish grade, and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.31 WATERBORNE PAINT (BP.31)**

Work under these bid items shall conform to the requirements of Section 324, "PAINTING, PAVEMENT AND MARKING" and applicable Technical Specifications.

Measurement of this item will be on a Lump Sum basis.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and installing all paint shown in the plans and specifications including "piano keys", stop bars, solid striping, skip striping, lane lines, legends, parking stripes, dross hatch, chevrons, handicapped legends, curb paint and all other labor, tools, equipment, materials and incidentals required to perform the work.

# SPECIAL CONDITIONS

## **SC 6.2.32 SIGNAGE AND STRIPING (BP.32)**

Work under these bid items shall conform to the requirements of Section 324, "PAINTING, PAVEMENT AND MARKING," the manufacturer's installation requirements and applicable Technical Specifications. All striping shall be painted with epoxy paint.

Measurement of this item will be on a Lump Sum basis.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing and installing paint, and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.33 REMOVE AND REPLACE LANDSCAPING (BP.33)**

Work under this bid item conform to the requirements of Tech Specs 9000 and 9001 and shall be per the plans and specifications

Measurement of this item will be on a per Square Foot basis.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for excavation, grading, furnishing and installing all necessary sod, fertilizer, imported top soil and all other labor, tools, equipment, materials and incidentals required to perform the work.

## **SC 6.2.34 STORMWATER PROTECTION (BP.34)**

Work under this bid item shall conform to the requirements of Section 100.49, "STORM WATER POLLUTION PREVENTION PLAN," the Carson City Technical Specifications and other applicable Technical Specifications contained herein.

Measurement of this item will be on a Lump Sum basis.

Payment for this item will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for filing the Notice of Intent (NOI) and the Notice of Termination (NOT); and development and implementation of a Storm Water Pollution Prevention Plan (SWPPP), including furnishing materials; constructing; and maintaining permanent and temporary sediment control measures for the duration of construction activities.

## **SC 6.2.35 REMOVE EXISTING DROP INLET (BP.35)**

Work under these bid items shall conform to the requirements of Section 301, "REMOVAL OF EXISTING IMPROVEMENTS," and applicable Technical Specifications.

Measurement of this item will be on a lump sum basis.

Payment for these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for all necessary removals from construction areas and all other labor, tools, equipment, materials and incidentals required to perform the work. Payment for Removal of Other Existing Improvements shall constitute full compensation for removal of all items for which other removal bid items have not been established including obliteration of existing pavement striping where required.

# SPECIAL CONDITIONS

## SC 7.0 **CARSON CITY AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2012 (SSPWC):**

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

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

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

### **PART 1 GENERAL PROVISIONS**

#### **GENERAL PROVISIONS [100.00-1]**

##### **100.01.15 ENGINEER. [100.00-4]**

##### ***Add the following sentences;***

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

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

##### ***Add the following subsection;***

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

##### **100.20 BASE LINE, BENCH MARKS AND REFERENCE POINTS [100.00-11]**

##### ***Delete the wording in its entirety and substitute the following;***

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

##### **100.33 PROTECTION OF PERSON AND PROPERTY. [100.00-15]**

##### ***Add the following sentence;***

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

##### **100.41 PUBLIC SERVICE EQUIPMENT. [100.00-17]**

##### ***Modify the first paragraph;***

Add the words "unless otherwise shown on the approved Plans or specified in the approved Special Conditions" to the end of the second sentence.

# SPECIAL CONDITIONS

## ***Add the following sentences to the end of the 2***

Any damages to Carson City facilities or utilities shall be immediately repaired by the Contractor at his own expense or by City personnel, as directed by the Engineer, and the Contractor shall be responsible for reimbursing Carson City for any and all Work required to repair or replace damaged facilities or utilities. Sewer service laterals are owned, operated and maintained by the property owner, and are not marked as a utility by Carson City.

## **PART 3 CONSTRUCTION METHODS**

### **300.00 CLEARING AND GRUBBING [300.00-1]**

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

#### ***Add the following sentence;***

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

### **305.00 TRENCH EXCAVATION AND BACKFILL [305.00-1]**

#### **305.01 DESCRIPTION.**

#### ***Add the following;***

Prior to commencing with any excavation the Contractor shall comply with and complete all the requirements set forth in Subsection 305.30 "Potholing" of these Specifications.

#### **305.11 WATER DENSIFIED BACKFILL. 305.00-5**

#### ***Delete the wording in its entirety and substitute the following;***

Water densified backfill shall not be allowed.

#### **301.02.02 BITUMINOUS PAVEMENT**

The City Standard Specifications are hereby amended: 3rd sentence, substitute "12 inches" for "9 inches"

### **320.00 PLANTMIX BITUMINOUS PAVEMENT**

#### **320.02.01 COMPOSITION OF MIXTURES**

#### ***Add the following:***

Asphalt Cement, Grade PG64-28NV shall be used for all paving areas and shall meet the following requirements:

The maximum temperature of the mixture at the plant when using performance graded asphalt shall be 177 °C (350 °F). The minimum temperature of the mixture at the plant when using performance graded asphalt shall be 149 °C (300 °F). In no case shall the temperature of the mixture leaving the plant and arriving at the paver drop more than 11 °C (20 °F) for plantmix surface mixtures.

#### **320.04.01 ASPHALT**

#### ***Add the following:***

# SPECIAL CONDITIONS

Maintain the performance-graded asphalt in storage tanks at a minimum temperature of 149 °C (300 °F) during the production of bituminous mixtures. Continuously circulate or moderately agitate the asphalt in the storage tanks during the production of bituminous mixtures.

## **323.00 ADJUSTMENT OF NEW AND EXISTING MANHOLES, CATCH BASINS, VAULTS, WATER AND GAS VALVES, AND MONUMENTS TO FINAL GRADES**

### ***Add the following under 323.03 Asphalt Concrete Work:***

Adjust all existing manhole frame covers to finished grade elevations. The elevation adjustment shall be accomplished by the removal and replacement of the existing components as required. Remove the frame and cover, grade rings, cone section, flat top sections and barrel sections to the depth required to replace the components to the desired elevation. Furnish and install new or salvaged components in accordance with this specification. Salvaged components shall only be incorporated into the new work if they meet the quality standards of new materials specified herein and are not visibly damaged beyond simple repair. The Construction Manager shall make all decisions regarding the reuse of salvaged material before the salvaged material is incorporated into the work. All decisions by the Construction Manager shall be final. Provide concrete collar and paving around frame after final adjustment.

### **SC 8.0 CONSTRUCTION REQUIREMENTS**

#### **SC 8.1 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

Refer to General Conditions, GC 7.3 - "CONSTRUCTION CONTROLS."

#### **SC 8.2 POTHOLING & SEWER LATERAL LOCATION**

The Contractor shall have the proposed Work laid out in the field by a Nevada Licensed Professional Land Surveyor or the Surveyor's Subordinates. The Contractor shall then pothole all existing underground facilities prior to performing any other Work including sawcutting for the Work. The Contractor shall obtain data (on a form provided by the Construction Manager) to include type, size and dimensions, material, and location and elevation of the underground facilities, referenced to the Surveyor's lay out stakes for each pothole. The Contractor shall provide to the Construction Manager, all data, and shall identify the facilities that conflict with the Work.

The City will not be responsible for any repairs, reconstruction, extra Work, damages, delays or standby time caused by the failure of the Contractor to perform potholing prior to the commencement of the Work or failure of the Contractor to locate the laterals and points of connection.

#### **SC 8.3 PVC MATERIAL INSTALLATION TIME LIMIT**

All PVC pipe and fittings shall be installed within one hundred twenty (120) calendar days from date of manufacture. Contractor shall submit manufacture date to Construction Manager prior to pipe installation.

### **SC 9.0 STORM WATER POLLUTION PREVENTION PLAN**

#### **SC 9.1 GENERAL**

Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for this project, which he shall submit, to State of Nevada, Division of Environmental Protection (NDEP). The SWPPP shall be prepared and submitted to NDEP regardless of any exemption this project may have due to overall disturbance area. The SWPPP shall incorporate the provisions of the Temporary Drainage Plan the Contractor is required to provide as identified as part of the Construction Plans included with the Drawings. The Contractor shall provide the Construction Manager a copy of the NDEP permit prior to the start of construction.

# SPECIAL CONDITIONS

## SC 9.2 COMPLIANCE

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) regulations for storm water discharges from a construction site and the Stormwater General Permit NVR100000, State of Nevada, Division of Environmental Protection, General Permit. Compliance with the permitting requirements shall be the Contractor's responsibility. The Contractor shall submit the requisite Notice of Intent to the NDEP and comply with the Storm Water Pollution Prevention Plan included herein. Should the Contractor deem it necessary to deviate from the SWPPP, the deviations must comply with NPDES and NDEP regulations and the SWPPP shall be revised accordingly by the Contractor. The Contractor shall obtain any required Temporary Permits prior to any discharges. The Contractor shall submit the Notification of Termination to the NDEP upon completion of construction and final site stabilization, and shall submit to the City copies of all records associated with the permitting requirements.

The Contractor shall be responsible for all costs associated with complying with the permit requirements, submitting the NOI, complying with the SWPPP, revising the SWPPP, submittal of the Notification of Termination, any required discharge permit and any other related costs.

## SC 10.0 AMENDMENTS TO TECHNICAL SPECIFICATIONS

The Technical Specifications are hereby amended:

### **DOC. NO. 2001 (7/5/07) STAKING, EXCAVATION, BACKFILLING AND COMPACTING FOR WATERLINES**

#### ***Add to Section 4.4.1***

Bedding material shall be placed in the trench in layers not to exceed eight (8) inches in depth.

### **DOC. NO. 2016 (8/21/13) WATER MAIN DISINFECTING**

#### ***Add 1.7***

Per NAC 445A.67145.6, a water main must not be placed into service after its initial construction until: An analysis of the water main which indicates that it meets primary standards for coliform bacteria has been obtained and reported to the Division or the appropriate district board of health..

#### ***Add 2.5.2***

The Contractor shall dechlorinate any testing water used for flushing and/or disinfecting of the transmission main and appurtenances. The Contractor shall submit a disposal plan to the Construction Manager and obtain all permits necessary prior to discharges.

#### ***Add to End of Section 2.7.1***

...after approval by Curtis Horton, Operations Chief, or Rit Palmer, Operations Manager.

**END OF SPECIAL CONDITION**



# CARSON CITY PURCHASING & CONTRACTS TECHNICAL SPECIFICATIONS

## DOCUMENT No. 1005 OPERATING AND MAINTENANCE INFORMATION (2/10/10)

### 1005.1. GENERAL:

Operating and maintenance information shall be provided for all mechanical and electrical equipment and shall consist of the names and addresses of the manufacturers, the nearest representative of the manufacturer, and the nearest supplier of the manufacturer's equipment and parts, as well as all items as listed in section 2.12.2 of this specification.

### 1005.2. TRANSMITTAL PROCEDURE:

Provide a transmittal form for the Operation and Maintenance Manual. Submit (1) paper copy of the specified operating and maintenance information until approval has been given. The information shall be organized in binders in numerical order by the specification number assigned in the project manual, plus a suffix of "O&M". The binders shall be provided with a table of contents and tab sheets to permit easy location of desired information.

If a manufacturer's standard brochures and manuals are used to describe operating and maintenance procedures, such brochures and manuals shall be modified to reflect the model or series of equipment used on this project. Extraneous material shall be crossed out neatly or otherwise annotated or eliminated.

Acceptable submittals will be retained with the transmittal form returned with a request for two electronic copies on compact disk. Provide complete electronic copies of the entire O&M manual in PDF format. The entire O&M manual information for each specification section shall be included in a single PDF. This is required for all O&M manuals associated with this Project.

Deficient submittals will be returned along with transmittal form which will be marked to indicate deficient areas.

Identify resubmittals with the original number, plus a suffix letter starting with "A."

Submit Operation and Maintenance Manuals printed on 8-½" x 11" inch size high quality paper with standard three-hole punching and bound in stiff metal hinged binder constructed as a three-post style. Provide binders with titles. Tab each section of manuals for easy reference with plastic-coated dividers. Provide index for each manual.

Reduce drawings or diagrams bound in manuals to an 8½" x 11" inch or 11" x 17" inch size. However, where reduction is not practical to ensure readability, fold large drawings separately and place in vinyl envelopes which are bound into the binder. Identify vinyl envelopes with drawing numbers.

#### 2.1. Transmittal Content:

2.1.1. Submission of Operation and Maintenance Manuals is applicable to but not necessarily limited to:

- a. Equipment such as meters, valves, pumps and feed system controls, electrical panels, and instrumentation.
- b. Equipment used with electrical motor loads (pumps)
- c. Specialized equipment including valves and instrumentation and control system components for process systems such as meters, recorders, and transmitters.
- d. Valves and actuators.

2.2. Prepare operation and maintenance manuals which include, but are not necessarily limited to the following detailed information, as applicable:

- a. Equipment function, normal operating characteristics, limited operations.
- b. Assembly, disassembly, installation, alignment, tolerances, adjustment, and checking instructions.

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- c. Operating instructions for start-up, routine and normal operation, regulation and control, shutdown, and emergency conditions.
- d. Lubrication and maintenance instructions (including schedules).
- e. Guide to "troubleshooting".
- f. Parts list (including material of construction) and predicted life of parts subject to wear.
- g. Outline, cross-section, and assembly (exploded view) drawings; engineering data; and electrical diagrams, including elementary diagrams, wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
- h. Test data and performance curves.
- i. A list of recommended spare parts with a price list.
- j. Copies of installation instructions, parts lists or other documents packed with equipment when delivered.
- k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.
- l. Safety instructions.
- m. ISO identification numbers for bearings.
- n. List of specialty tools required and availability.
- o. List weight of overall assemblies and individual weights of major individual components.
- p. List of vendors and who to contact for warranty work.
- q. List of fastener grades.
- r. Copy of warranty, if applicable.

**1005.3. PAYMENT:**

Monies retained from progress payments made to Contractor will not be released until acceptable operating and maintenance information is delivered to Construction Manager for Carson City.

**1005.4. FIELD CHANGES:**

Following the acceptable installation and operation of an equipment item, the item's instructions and procedures shall be modified and supplemented by Contractor to reflect any field changes or information requiring field data.

**END OF DOCUMENT 1005**

**CARSON CITY PURCHASING & CONTRACTS  
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**DOCUMENT No. 1006 ROAD REPAIR (8/21/13)**

**1006.1. GENERAL:**

This section specifies the requirements for repair and replacement of paved and unpaved roads, approaches and driveways which have been cut, damaged or removed during construction to their original or better condition. At the end of each working day, all open trenches within operating (open to traffic) paved roadways or driveways shall be backfilled and a temporary patch of cold, road-mix asphalt concrete shall be installed unless otherwise specified in these Contract documents or authorized by Construction Manager. At the end of each working day, all open trenches within operating (open to traffic) unpaved areas shall be backfilled to match existing grade. During construction and prior to final surfacing, Contractor shall diligently maintain all temporary trench surfacing repairs to maintain a safe surface condition for the public traffic. Prior to completion of the Work, all temporary asphalt concrete pavement shall be removed and final paving shall be placed, and all unpaved areas shall be repaired as described below.

**1006.2. ASPHALT PAVEMENT REPAIRS:**

Asphalt pavement structural section shall consist of Type 2, Class B, Aggregate Base material per Section 200.01.03, Crushed Aggregate Base, of the Standard Specifications, compacted to 95% relative density overlaid with Type 3, PG 64-22 Plantmix Bituminous Pavement at depths as specified on the drawings. Final asphalt concrete pavement and repairs shall be as specified in Document No. 4007 Asphalt Concrete Pavement, of these Technical Specifications.

Recycled Aggregate Base will not be allowed in any public roadway.

**1006.3. GRAVEL SURFACE ROADWAY AND DRIVEWAY REPAIRS:**

Unpaved, gravel surfaced roadways and driveways shall be repaired to match existing conditions, but at a minimum four (4) inches thick section of Type 2, Class B, Crushed Gravel Base per Section 200.01.03 of the Standard Specifications, compacted to 95% relative density.

The subgrade shall be graded and shaped as required to construct the crushed gravel base surface. The subgrade shall be compacted to 90% relative density.

After placing, shaping, and compacting of the crushed gravel base, the finished surface shall be one-half inch above the adjacent surface.

**1006.4. ASPHALT SURFACE DRIVEWAYS:**

Asphalt surfaced driveways shall be repaired to match the existing driveway structural section. The asphalt pavement shall be as specified in Document No. 4007 Asphalt Concrete Pavement of these Technical Specifications.

Subgrade preparation and crushed gravel base shall be as indicated for gravel surface driveways. The aggregate base shall be coated with prime coat prior to installation of the asphalt surface.

**END OF DOCUMENT 1006**

**CARSON CITY PURCHASING & CONTRACTS  
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**DOCUMENT No. 1007 CLEARING AND GRUBBING (7/15/03)**

**1007.1. GENERAL**

The project site will be cleared and grubbed by Contractor prior to the start of work. Any minor clearing and grubbing that may be required shall be completed as herein specified.

**1007.2. CLEARING**

Clearing shall consist of the felling, trimming and cutting into sections any on-site tree not designated to remain and the satisfactory disposal of those trees, other vegetation designated for removal, downed timber, snags, brush, fences, asphalt and rubbish occurring within the areas to be cleared. Cut off flush with or below the original ground surfaces trees, stumps, roots, brush and other vegetation in areas to be cleared; except for trees and vegetation indicated or directed to be left standing. Saw cut existing asphalt to the lines designated on the plans. Completely remove fencing not designated to remain.

**1007.3. GRUBBING**

Grubbing shall consist of the removal and disposal of roots larger than three (3) inches in diameter, matted roots, and designated stumps from the indicated grubbing areas. Excavate this material together with logs, organic and metallic debris, brush and refuse and remove to a depth of not less than three (3) inches below the original soil surface in areas indicated to be grubbed and in areas indicated as construction areas under this contract. Fill depressions made by grubbing with suitable material and compact to make the new surface conform with the existing adjacent surface of the ground.

**1007.4. DISPOSAL OF CLEARED AND GRUBBED MATERIALS**

All cleared and grubbed material will become the property of Contractor, and will be disposed off-site at an approved disposal location at Contractor's expense.

**END OF DOCUMENT 1007**

**CARSON CITY PURCHASING & CONTRACTS  
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**DOCUMENT No. 1008 EARTHWORK (5/30/01)**

**1008.1. GENERAL:**

Earthwork shall include all unclassified excavation and unclassified fill shown on the Plans. All work shall be per Section 303, Unclassified Excavation, and Section 304, Unclassified Fill, of the Standard Specifications.

**1008.2. MATERIALS:**

Onsite materials shall be re-arranged to accomplish the earthwork shown on the Plans. Imported material may be required to complete embankments.

END OF DOCUMENT 1008

**CARSON CITY PURCHASING & CONTRACTS  
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**DOCUMENT No. 1009 DEWATERING (2/10/06)**

**1009.1. GENERAL:**

The Work of this Section includes designing, furnishing, installing, maintaining, operating, monitoring, removing systems required to control groundwater levels and hydrostatic pressures during trench and structure excavation, and treatment of water, all in compliance with Nevada Division of Environmental Protection (NDEP) and Nevada Division of Water Resources (NDWR) requirements, and disposing of pumped water.

Dewatering shall include intercepting seepage; preventing loss of material from the trench and structure excavation; preventing rupture or heaving of the bottom of the excavation; and maintaining the water table at a minimum of one foot below excavation bottom and as necessary to complete the Work in a dry condition.

**1009.2. SUBMITTALS:**

Contractor shall submit the following to Construction Manager:

- a. The proposed type of dewatering system including relief of hydrostatic head and procedure for maintaining the excavation in a dewatered and hydrostatically relieved condition.
- b. Arrangement, location, and depths of the components of the system.
- c. A complete description of equipment to be used, with installation, operation, and maintenance procedures.
- d. Standby equipment and power supply.
- e. Location, size, and construction details of sumps and discharge lines, including discharge points and drawings for removing system and restoring the area disturbed by the dewatering operations.
- f. Types and sizes of filters.
- g. Design calculations demonstrating adequacy of the selected system and equipment.

Contractor shall also submit copies of correspondence with NDEP and NDWR regarding dewatering operations including Dewatering Permit, water quality tests, authorization to drill, well driller's license, and Well Driller's Report to Construction Manager.

**1009.3. DESIGN CRITERIA FOR DEWATERING SYSTEM**

Contractor shall design a dewatering system which will:

- a. Lower the groundwater level to a minimum of one foot below the bottom of the excavation and as necessary to complete the Work in a dry condition.
- b. Develop a substantially dry and stable subgrade for the performance of subsequent operations.
- c. Result in no damage to adjacent properties, buildings, structures, utilities, and other work.
- d. Not remove soil particles during pumping operations.

Contractor shall review and investigate the soils and groundwater conditions at the site and determine the type or combination of methods necessary to provide the dewatering required to perform the Work.

Dewatering procedures which cause, or threaten to cause, damage to new or existing facilities shall be modified to prevent damage. Contractor shall determine and implement modifications at no additional cost to Carson City.

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**1009.4. QUALITY CONTROL**

Contractor shall perform dewatering activities in compliance with the NRS and the Nevada Administrative Code, administered through NDEP and NDWR, and shall obtain all necessary permits to complete the Work of this Section. Contractor shall control the rate and effect of dewatering to avoid objectionable settlement and subsidence, and shall perform dewatering operations to adequately ensure integrity of the finished project.

Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, Contractor shall establish reference points and observe at intervals as specified in subsection 1009.7 Monitoring of Dewatering Operations, to detect any settlement which may develop. Contractor shall conduct dewatering operations in a manner which will protect adjacent structures and facilities, and shall repair any damage caused by dewatering to adjacent structures and restore facilities at no additional cost to Carson City.

**1009.5. EQUIPMENT**

Contractor shall provide all equipment necessary for dewatering. At all times keep sufficient pumping equipment on-site, keep machinery in good working condition, and provide competent workers for operation of pumping equipment. Keep and maintain adequate standby pumping equipment on-site and available at all times to ensure efficient dewatering and maintaining of dewatering operation during any power failure.

**1009.6. DEWATERING INSTALLATION AND OPERATIONS**

- 6.1. Dewatering shall be accomplished in accordance with the reviewed submittals and special Permits. Inform Construction Manager of any changes made to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit dewatering drawings. Dewatering may include the use of:
  - a. Well points
  - b. Temporary pipelines for water disposal
  - c. Rock or gravel placement
  - d. Other means or methods reviewed by Carson City/State prior to installation.
- 6.2. Dewatering operations shall lower the groundwater level in excavations for prosecution of the Work, and provide a stable dry subgrade for the prosecution of subsequent operations. Operations shall commence prior to excavation and continue until a stable and dry subgrade is achieved. The water level shall be maintained at such lower elevations until no danger to the excavation, structure, or related facilities can occur because of buildup of excessive hydrostatic pressure. Maintain the water level at a minimum of one foot below the bottom of the excavation and as necessary to complete the Work until the structure has been satisfactorily completed, including sealing of joints, unless otherwise permitted by Construction Manager.
- 6.3. Conduct dewatering in a manner to preserve undisturbed bearing capacity of subgrade soils at proposed bottom of excavation. If foundation soils are disturbed or loosened by upward seepage of water or an uncontrolled flow of water after dewatering is in operation, Contractor shall be responsible for devising a plan and taking action to stabilize the soil and provide a firm subgrade, at no additional cost to Carson City.
- 6.4. Dewatering operations shall be prosecuted as required to prevent delays in construction. The responsible person in charge of the Dewatering Program shall be available for communication with the site personnel at all times, and shall be able to be on the site within one hour of being alerted.
- 6.5. Prevent flotation by maintaining a positive and continuous removal of water. Contractor shall accept responsibility and liability for damages which may result from failure to adequately keep excavations dewatered.

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6.6. Requirements and procedures for using well points or wells are:

- a. Adequately space to provide necessary dewatering.
- b. Sandpack and/or use other means to prevent pumping of fine sands or silts from the subsurface.
- c. Continually check to ensure that the dewatering operation does not remove subsurface soils.

**1009.7. MONITORING OF DEWATERING OPERATIONS**

Contractor shall provide regular monitoring of the dewatering operations including, but not limited to, walking along the project a minimum of weekly to check for visual signs of settlement (i.e., cracking and so forth), discharge piping, flow rates and water quality. At no additional cost to Carson City, Contractor shall also provide a minimum of monthly surveying along the project, by a Nevada Licensed Land Surveyor, on existing improvements to check for signs of excessive settlement, and checking wells for groundwater levels.

**1009.8. WATER DISPOSAL**

Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property. Obtain approval for the method and place of disposal of groundwater from Carson City and NDEP. Contractor shall not drain water into Work built or under construction without the prior consent of Construction Manager. Upon approval of the Construction Manger, and prior to preparation of pipe or structure for acceptance, the pipeline or structure may be used to convey groundwater to sumps for pumping. Do not allow such water or associated debris to enter into any sanitary sewer system. Remove debris accumulated in the pipeline or structure and thoroughly clean prior to testing and acceptance.

Do not allow runoff from dewatering to flow in the curb, gutter, or street. Filter the water using an approved method to remove sand and fine-sized soil particles before disposal into any drainage system.

**1009.9. GROUNDWATER RELEASE**

Contractor shall perform release of groundwater to its static level in a manner which shall maintain the undisturbed state of natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.

**1009.10. REMOVAL AND RESTORATION**

When groundwater control is no longer necessary, wells, equipment, drain lines and connections shall be removed in accordance with State regulations and the ground surface restored to its original conditions.

**1009.11. PAYMENT**

Payment for dewatering shall be considered as included in the various items of Work requiring such dewatering, and no separate or additional compensation shall be allowed.

END OF DOCUMENT 1009



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**DOCUMENT No. 1010 STAKING, EXCAVATION, BACKFILLING AND COMPACTING FOR WATER LINES (7/5/07)**

**1010.1. GENERAL**

Before any excavation on the project, Contractor shall notify all local utility companies and "Call Before You Dig" at 1-800-227-2600. Excavation shall include the removal of all materials or obstructions of any nature, the installation and removal of all sheeting and bracing and the control of water necessary to construct the work as shown. Excavation work shall be performed in a safe and proper manner with suitable precautions taken against hazards of every kind. Sheeting and shoring shall conform to the requirements of OSHA and Section 305.06 of the Standard Specifications. There is a significant likelihood that groundwater will be encountered during trenching excavation. Contractor shall be prepared to install and maintain pumping equipment necessary to control groundwater during construction.

Backfill during freezing weather shall not be done except by permission of Construction Manager. No backfill material shall be installed on frozen or yielding surfaces, nor shall frozen materials, snow or ice be placed in any backfill.

**1010.2. REFERENCE STANDARDS**

Relative compaction or density, when hereinafter referred to, means the in-place dry density of the soil expressed as a percentage of the maximum dry density of the same soil as determined by the ASTM D1557-91 test procedure. The costs of site compaction or density testing shall be paid for by Carson City. The costs of all retests (from failed tests) shall be paid for by Contractor.

**1010.3. STAKING OUT THE WORK**

3.1. Contractor shall retain a Nevada Licensed Professional Land Surveyor, and the Surveyor or his Subordinates shall stake out the horizontal and vertical positions of all the Work. Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors found on the drawings. Where new construction connects to existing facilities, Contractor shall pothole and establish the exact locations and elevations prior to construction of the facilities.

3.2. It shall be Contractor's responsibility to expose the existing water lines at the points of connection for the new lines and maintain the depths of cover and slopes as indicated on the drawings. It shall also be Contractor's responsibility to:

- a. Pothole existing utilities and, after approval by Construction Manager, modify water line grade as required to match or avoid existing utilities while maintaining the depth of cover required and the general slope of the pipe to prevent high points in the pipeline.
- b. Maintain the minimum amount of cover shown on the drawings, except as approved by Construction Manager.
- c. Adjust depth of cover, after approval by Construction Manager, as required to prevent changes in the pipe slope which would create high points at locations other than those indicated on the drawings.
- d. Have the Work staked in accordance with the lines and grades as shown on the drawings.

**1010.4. TRENCH WORK**

4.1. Trench Configuration and Alignment

Trenches shall be excavated to provide for the bedding as specified in subsection DOCUMENT No. 10105.1 Bedding.

The new pipeline shall be laid essentially as per the alignments and grades shown on the drawings.

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Trenches and other excavations shall have the minimum width which Contractor can effectively excavate and install the improvements. Excessive widths will not be permitted. Trenches shall have a minimum width of twenty-four (24) inches greater than the outside diameter of the pipe to be installed. Deviations from this minimum width must be submitted to Construction Manager in writing for approval. The bottom of the trench shall be graded uniformly to provide a minimum cover of forty-two (42) inches over the top of the pipe unless otherwise shown on the drawings, provide continuous bedding support under the pipe, and to allow the pipe to be laid to the grades and alignments shown in the drawings.

### **4.2. Pipe Bedding**

The trench shall be over excavated to a depth of at least six (6) inches below the bottom of the pipe and backfilled to the required grade of the bottom of the pipe with bedding material. The pipe bedding shall be brought to optimum moisture content and compacted to not less than 90% relative density. The pipe bedding at the trench bottom shall have a flat or semicircular cross section. The bottom of the trench for all pipe shall be graded and prepared to provide a firm and uniform bearing surface throughout the entire length of each pipe section except for excavation required at joints. Pipe couplings shall not rest on the trench bottom and laying the pipe on mounds will not be allowed.

### **4.3. Bedding Through the Pipe Zone**

After center loading the pipe to prevent lateral movement, bedding material shall be placed in the trench simultaneously on each side of the pipe for the full width of the trench in layers not to exceed eight (8) inches in depth. Each layer or lift shall be compacted to at least 90% of maximum density evenly, on each side of the pipe throughout the pipe zone. The pipe zone is to extend from bottom of the pipe to twelve (12) inches above the top of the pipe and shall be backfilled with bedding material as specified herein.

### **4.4. Backfill Above the Pipe Zone**

From twelve (12) inches above the top of pipe to the top of the trench, if not in existing pavement, or bottom of the pavement structure, if in existing pavement, pipe backfill shall consist of material as specified in subsection 5.2 Backfill. No oil cake, bituminous pavement, concrete, rock or other lumpy material shall be used in the backfill. Backfill material shall be compacted to not less than 90% relative density. All trenches shall be backfilled after pipe fittings and appurtenances have been installed, inspected and approved. All trash, wood, large rocks, waste material and other objectionable debris shall be removed from excavation prior to any material being placed in the trench. Backfill shall include the refilling and compacting of the trench or excavation.

Where existing underground pipes or conduits larger than three (3) inches in diameter cross the trench above the new work, the backfill from the bottom of the trench to the spring line of the intersecting pipe or conduit shall be Crushed Gravel Base material, Type 2, Class B, Aggregate Base conforming to the requirements of Section 200.01.03 of the Standard Specifications, compacted to 90% of maximum density. The aggregate base material shall extend two (2) feet on either side of the intersecting pipe or conduit which will insure that the material will remain in place while other backfill is placed.

Backfill by jetting shall not be allowed. Backfill shall be densified by mechanical compaction.

### **4.5. Site Excavation**

The bottom of the excavation shall not be more than one-tenth (0.10) foot above or below the lines and grades specified. If the elevation of structure excavation is not specified the excavation shall be not more than one-tenth (0.10) foot above or below the elevation specified for fill material below the structure. Cut slopes shall vary no more than five-tenths (0.5) foot from specified grade unless the excavation is in rock where the maximum variation should be two (2) feet. Unless otherwise specified, excavations shall extend a sufficient distance from walls and footings to allow for placing and removal of forms, installation of services, and for inspection, except where concrete is specified to be placed directly against excavated surfaces. Upon completion of excavation, the existing subgrade shall be compacted to a minimum of 95% relative density.

Should the excavation be carried below the lines and grades specified on the drawings, or should the

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bottom of the excavation be disturbed because of Contractor's operations and require over-excavation and backfill, Contractor, at his expense, shall refill such excavated space to the proper elevation in accordance with the procedure specified for backfill.

### **4.6. Rock Excavation and Blasting**

No blasting will be permitted without the approval of Construction Manager. When blasting is permitted, it shall be done only by skilled operators and under the direction of a competent, properly licensed foreman.

Blasting will be permitted only when proper precautions are taken for the protection of persons, the work, and existing structures. Any damage done to persons, private property, the work, or existing structures shall be the responsibility of Contractor.

Blasting shall be done with explosives of such power and in such quantities and positions as not to make the excavation unduly large, or to shatter the faces of cuts which are to remain open. Excessive blasting or "overshooting" will not be permitted, and any material outside the authorized cross-section which may be shattered or loosened by blasting shall be removed and replaced with earth as herein specified, at Contractor's expense. Construction Manager shall have authority to require Contractor to discontinue any method of blasting which leads to "overshooting" or is dangerous to the public or destructive to property or to natural features.

4.6.1. Permits for blasting shall be obtained and paid for by Contractor.

### **4.7. Sheeting and Shoring**

Excavation for trenches shall be properly and substantially sheeted, braced, and shored as required by trench conditions. Sheeting, bracing, and shoring shall be designed and built to withstand all loads that might be caused by earth movement or pressure and shall be rigid, maintaining shape and position under all circumstances. Contractor's design for all sheeting and shoring shall be signed and sealed by a licensed Nevada Civil or Structural Engineer and the drawings submitted to Construction Manager prior to its construction.

During backfilling, any shoring shall be carefully removed by Contractor in such a manner as will result in a minimum of caving, lateral movement, or flowing of the soil. On approval of Construction Manager, Contractor may leave shoring in place, but in such an event, no payment will be made by Carson City for such materials left in place. Where trench shoring is left in place, it shall not be braced against the pipe.

## **1010.5. MATERIALS**

### **5.1. Bedding**

Pipe bedding material shall conform to the requirements of Section 200.03.02, Class A Backfill, of the Standard Specifications.

Bedding shall be placed in accordance with Section 305.08, Bedding, of the Standard Specifications.

### **5.2. Backfill**

Trench backfill shall conform to the requirements of the Standard Specifications, Section 200.03.06, Class E Backfill, unless otherwise specified.

Trench backfill shall be placed and compacted in accordance with Section 305, Trench Excavation and Backfill, of the Standard Specifications.

Backfill for any structure shall be Crushed Gravel Base material, Type 2, Class B, Aggregate Base conforming to the requirements of Section 200.01.03 of the Standard Specifications. No backfill material shall be deposited against concrete structures until the concrete has developed a minimum strength of 3,000 psi.

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If site excavated material meets the requirements for Class "E" Backfill but exceeds optimum moisture content, Contractor shall take whatever measures are necessary to dry the material to a compactable moisture content. No additional compensation shall be allowed for such measures. If site excavated material does not meet "Class E Backfill" requirements in accordance with the Standard Specifications, Contractor may be directed by Construction Manager to remove and dispose of the unsuitable material to an approved disposal location and import acceptable material.

### **5.3. Pavement Structure**

Defined as that section from the top of the backfill to the road wearing surface. This section shall consist of Crushed Gravel Base material, Type 2, Class B, aggregate base conforming to the requirements of Section 200.01.03 of the Standard Specifications, compacted to 95% maximum dry density overlaid with asphalt concrete at a depth to match contiguous pavement, but not less than that specified in roadway sections. Refer to the Permanent Pavement Patch Detail on the drawings, and if applicable, also refer to the Patching Details for Work within NDOT Right-of-Way.

## **1010.6. CONSTRUCTION**

### **6.1. Maximum Length of Open Trench**

Except by permission of Construction Manager, the maximum length of open trench where prefabricated pipe is used shall be five hundred (500) feet, or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is the greater.

### **6.2. Control of Water**

When water is encountered, Contractor shall furnish, install, maintain and operate all necessary machinery, appliances, and equipment to keep excavations free from water until the placing of the bedding material, laying and jointing of the pipe, pouring of concrete, and placing of the backfill material has been completed, inspected, and approved and all danger of flotation and other damages is removed. Groundwater pumped from the trench shall be disposed of in such a manner as will not cause injury to public or private property, or constitute a nuisance or menace to the public, and shall be subject to the prior approval of Construction Manager and all regulatory requirements of the State of Nevada. If well points are used for dewatering, they shall be removed or abandoned according to State of Nevada regulations.

### **6.3. Special Foundation Treatment**

Whenever the bottom of the trench is soft, yielding, or in the opinion of Construction Manager otherwise unsuitable as a foundation for the pipe, the unsuitable material shall be removed to a depth approved by Construction Manager and replaced with suitable material approved by Construction Manager. Payment for this work will be made only if the bottom of the trench has become unstable due to circumstances beyond the control of Contractor. Payment for this work will be made as specified in subsection 6.4 Modification Procedures of the General Conditions unless otherwise provided for in these Contract documents.

### **6.4. Restoration of Roadway Surfaces**

All road shoulders and pavement which are broken or damaged due to Contractor's operations shall be reconstructed by Contractor at no additional cost to Carson City. Reconstruction shall be subject to the approval of Construction Manager

### **6.5. Repairs Required by Trench Settlement**

If, at any time during a one (1) year period from the date of final acceptance of the project, there is any settlement of the trenches requiring repairs to be made, or should any other defect appear in the system due to negligence or carelessness on the part of Contractor, Carson City will notify Contractor to immediately make such repairs as may be deemed necessary at Contractor's expense.

### **6.6. Surplus Material:**

All surplus material shall be disposed of off site in accordance with applicable ordinances and

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environmental requirements. Contractor shall be responsible for ultimate disposal of surplus material. He shall also include in his bid the cost for disposal, in accordance with City, State, and Federal environmental laws, of all Asbestos Cement Pipe removed during construction.

**END OF DOCUMENT 2001**

# CARSON CITY PURCHASING & CONTRACTS

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### DOCUMENT No. 1011 WATER SERVICE CONNECTIONS (8/26/04)

#### 1011.1. SCOPE

The work to be done under this Section consists of furnishing all labor, equipment, materials, supplies and incidentals necessary for installation of water service connections, and fire service connections.

#### 1011.2. MATERIALS

##### 2.1. Service Connection Size

The size of service connections shall be as shown on the construction drawings. All components of a service connection shall be the same size as the nominal designation of the service connection pipe; i.e., a one (1) inch connection will consist of a one (1) inch service saddle, and a one (1) inch corporation stop, unless otherwise shown on the drawings.

When replacing an existing service connection, if the existing service size encountered is larger than the existing service shown on the drawings, and the drawings do not indicate to replace to the larger size, the service shall be replaced to match the existing service. Contractor shall be compensated for the increase in size.

##### 2.2. Service Saddles

Service Saddles shall be manufactured specifically for the type and size of pipe upon which they are being used. The Service Saddle bodies shall be stainless steel or dipped fusion bonded epoxy coated ductile iron.

The bands (straps), nuts, and bolts shall be of 18-8 stainless steel. The bands of D.I. saddles shall be two (2) inch wide. One band shall be supplied for up to one (1) inch service sizes and two (2) for over one (1) inch. The gasket shall be constructed of Buna-N or Neoprene. The inlet threads shall be AWWA I.P. Thread.

##### 2.3. Corporation and Curb Stops

Corporation stops shall be constructed of brass and have AWWA IP Thread inlet and outlet suitable for flared connection to PE pipe. Corporation and curb stops shall be manufactured by Ford, Mueller or approved equal, and NSF 372 certified. Curb stops shall be the inverted key type, constructed of brass.

##### 2.4. Meter Pit Setters and Boxes:

Meter pit setters for 3/4 " and 1" meter installations shall be the Carson City Standard Mueller/McCullough Thermal-Coil Meter Box complete with integral riser, inlet angle valve, and outlet check valve. Pit setter shall be fifteen (15) inches minimum diameter for single 3/4 " meter installations, and eighteen (18) inches minimum for double 3/4" meter installations and single 1" installations. Pit setters for 1-1/2" and 2" meter installations shall be as shown on the drawings.

Meter boxes for 3" to 8" meter installations shall be the Carson City Standard Christy B52 with M3 lid or as shown on the drawings.

#### 1011.3. WORKMANSHIP

##### 3.1. General

Contractor shall install the water service; make all connections as required to the main, connection to the new meter service, and connection between the new meter and the building supply line or irrigation supply line as indicated on the drawings.

##### 3.2. Installation

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Prior to installing the service saddle or tapping sleeve, remove all dirt or other foreign matter that may impair the quality of the completed connection. Then place service saddle or tapping sleeve at the desired location but not within eighteen inches (18") of any fitting, coupling, valve, bend, or end of pipe. Tighten as per manufacturer's recommendation.

Tubing shall be cut with square ends, reamed and flared with the proper size flaring tool, cleaned, and made up tightly. Care shall be taken to prevent the tube from kinking or buckling on short radius bends. Kinked or buckled sections of tube shall be cut out and the tube spliced with the proper brass fittings, at Contractor's expense. All fittings, including reducers, shall be brass.

Connections between the new service, building supply line or irrigation supply line, and existing service or supply lines shall be neat and watertight with adequate pipe to prevent stress at joints.

### **3.3. Existing Meter Relocations**

Contractor shall, ONLY in the presence of the Carson City Inspector, remove individual meters from the existing pit setter or meter set, and immediately relocate the meter to the new pit setter or meter set. Domestic meters shall be relocated so that they serve the same domestic building supply line as before the relocation. Irrigation meters shall be relocated so that they serve the same irrigation supply line as before the relocation.

### **3.4. New Meter Installations**

Contractor shall obtain from Carson City a no cost Permit for a new meter installation. Upon completion of the water service installation and acceptance of all testing and inspection of the new water service and any applicable water main, Contractor shall submit a completed "Utility Billing Water/Sewer Service Application" to Construction Manager. Carson City will then install the new meter.

**END OF DOCUMENT 2002**

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**DOCUMENT No. 1012 POLYETHYLENE TUBING (3/15/07)**

**1012.1. GENERAL**

This section covers polyethylene tubing which shall be furnished and installed complete and in place with all jointing materials, fittings and other appurtenances as shown on the Plans or as otherwise required for a complete installation.

**1012.2. MATERIALS**

2.1. Tubing

Polyethylene tubing shall conform to NSF Standard No. 14, AWWA Standard C901, and to the specifications of ASTM D 2737. Polyethylene tubing shall be copper tubing size (CTS) , pressure class 200, have a dimension ratio (DR) of not more than 9.0, and shall be made with materials designated PE3408 by the Standard PE Code.

All repairs or connections to new or existing P.E., copper or galvanized water service lines, up to 2", shall be MUELLER CTS 110 COMPRESSION TYPE FITTINGS OR APPROVED EQUAL.

2.2. Fittings

Fittings shall meet the requirement set forth in AWWA C901 and shall be Flare-Nut type.

**1012.3. INSTALLATION**

Polyethylene tubing shall be installed in accordance with the manufacturer's recommendations and in accordance with AWWA C901.

END OF DOCUMENT 2003



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**DOCUMENT No. 1013 TAPPING SLEEVES AND SERVICE SADDLES (8/21/13)**

**1013.1. GENERAL**

This section specifies tapping sleeves (For four (4) inch pipe or larger) and service saddles (For pipe sizes less than four (4) inches) to be installed for hot tapping of potable water mains. ALL HOT TAPS GREATER THAN TWO INCHES (2") PERFORMED ON FOUR INCH (4") OR GREATER POTABLE WATER MAINS ARE TO BE PERFORMED BY CARSON CITY PUBLIC WORKS DEPARTMENT.

**1013.2. TAPPING SLEEVES**

Tapping sleeves shall be constructed of the following materials

<b>ITEM</b>	<b>MATERIAL</b>
Shell & Lugs	18-8 Type 304 Stainless Steel.
Flange	18-8 Type 304 Stainless Steel or high tensile ductile (nodular) iron conforming to ASTM A536-80, Grade 65-45-12.
Welds	Fully passivated for corrosion resistance.
Bolts	5/8" Diameter, 18-8 Stainless Steel National Course rolled thread, fluorocarbon coated to prevent galling.
Nuts & Washers	18-8 Stainless Steel.
Gasket	Virgin styrene butadiene rubber compounded for water service conforming to ASTM D2000-80MA AAA607 with 360 degree pipe coverage. Working pressure: 150 p.s.i.

**1013.3. SERVICE SADDLES**

Service saddles shall be constructed of the following materials

<b>ITEM</b>	<b>MATERIAL</b>
Welds	Fully passivated for corrosion resistance.
Bands & Bolts	5/8" Diameter 18-8 Stainless Steel National Course rolled thread, fluorocarbon coated to prevent galling.
Nuts & Washers	18-8 Stainless Steel.
Finish	Approximately twelve (12) mils of fusion applied epoxy coating conforming to AWWA 213-91.

**1013.4. INSTALLATION**

Tapping sleeves and service saddles shall be located as shown on the plans and installed in accordance with the manufacturer's recommendations. Tapping sleeves 4" and larger shall have a thrust block and the

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concrete used for thrust blocking shall not prevent access to the bolt assembly. Tapping sleeves and service saddles shall, in all respects, be constructed similar to the Romac brand or approved equal, meeting material requirements specified within this section.

The tapping sleeve shall be pressure tested to the class rating of pipe for a minimum of 5 minutes prior to hot-tap. The pressure tests shall be performed in presence of a Carson City Public Works Department staff member.

Mechanical fittings, joints and appurtenances shall be assembled and installed using a torque measuring or torque-indicating wrench and per AWWA standards. The use of an impact wrench or similar construction method is prohibited.

Contractor shall give written notice, either hand delivered or by fax, to Construction Manager five (5) working days prior to the performance of any Hot-Taps by Carson City. (Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89701, Fax # (775) 887-2112.

**END OF DOCUMENT 2004**

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**DOCUMENT No. 1014 POLYVINYL CHLORIDE PIPE (3/31/14)**

**1014.1. GENERAL**

This section covers pressure water supply polyvinyl chloride pipe which shall be furnished and installed complete with all jointing materials, fittings and other appurtenances shown on the drawings or otherwise required for a complete installation. Contractor shall furnish, install and test pipe, fittings and appurtenances of the dimensions and types and to the lines and grades shown on the drawings and specified herein.

**1014.2. UNLOADING PVC PIPE**

Prolonged exposure to temperatures near freezing make PVC sensitive to impact and extra care shall be taken in handling PVC during cold weather.

PVC pipe may be off-loaded by hand, either by passing over the side or off the truck end. Sliding one (1) length on another is standard practice in unloading PVC pipe, but lengths in the bottom layer shall be lifted off of the rough surface of the truck body to avoid erosion.

Compact shipping units (palletized bundles in a wood frame) are used to ship large orders of pipe. These units can be unloaded by conventional fork lifts.

**1014.3. MATERIALS**

3.1. Pressure Pipe

PVC pressure pipe shall conform to AWWA C900 or C905, as shown on the drawings. Pressure class for C900 or pressure rating for C905 shall be as shown on the drawings and have an outside diameter equivalent to that of cast iron pipe. The standard pipe length shall be twenty (20) feet.

PVC pressure piping shall be manufactured by CertainTeed Corporation; Diamond Plastic Corporation; Northern American Pipe Corporation or Northern Pipe Products. Any other manufacturer shall require a formal substitution request.

All PVC pipe and fittings shall be installed within one hundred twenty (120) calendar days from date of manufacture. Contractor shall submit manufacture date to Construction Manager prior to pipe installation. Contractor shall avoid, to the extent possible, prolonged exposure of Polyvinyl Chloride Pipe to sun and/or temperatures near or below freezing.

3.2. Identification Marks

Pipe and couplings shall be clearly and permanently marked with all information required by AWWA C900 and AWWA C905, respectively.

3.3. Testing

All materials shall be sampled and tested in accordance with all requirements of AWWA C900 and AWWA C905, respectively. Pipe not manufactured in the United States shall be tested as required above by an approved testing laboratory within the United States.

3.4. Affidavit of Compliance

The manufacturer shall furnish an affidavit of compliance certifying that all tests have been conducted and that the materials comply with the applicable standards and these specifications. Test information shall be retained and shall be available if required by Engineer.

3.5. Couplings

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Each length of pipe shall be furnished with a coupling consisting of either a PVC sleeve and two (2) sealing rings or an integrally cast bell and one (1) sealing ring designed to hold the pipe in alignment, provide flexibility, separate the ends of the pipe lengths, resist applied earth pressures and provide fluid tightness.

### **3.6. Rubber Rings**

Rubber rings shall conform to Subsection 203.15.03.01 of the SSPWC.

### **3.7. Fittings**

Fittings shall be PVC, short body gray iron, or ductile iron conforming to ANSI A21.10 (AWWA C153 or C110). Cast iron fittings for pipe twelve (12) and smaller shall be pressure rated for 250 psi. Ductile iron for fittings shall conform to ASTM A536 Grade 80-60-03 or 70-5-05 and fittings for pipe twenty-four (24) inches or smaller shall be pressure rated for 350 psi.

### **3.8. Joints**

#### **Flanged Joints**

Flanges shall conform to ANSI B16.1 and shall be 250 psi, flat-faced. Bolts shall be of corrosion-resisting steel conforming to the requirements of ASTM A193, Grade B7. Bolts shall conform to ASTM A194, Grade 2H Heavy Series. The fit shall be free fit (Class 2), except that medium fit (Class 3) shall be provided in holes tapped for studs. Bolts and nuts used for submerged service shall be made from Type 304 stainless steel and shall conform in design to the above specifications.

Studs and bolts shall be of such length that no less than ¼-inch nor more than ½-inch will be projected through the nut when drawn tight. All bolt heads and nuts shall be hexagonal except where special shapes are required.

Gaskets shall conform to ASTM D1330, Grade I, red rubber, full faced, 1/8-inch thick.

#### **Mechanical Joints**

Mechanical joints shall conform to ANSI A21.11.

#### **Push-on Joints**

Push-on joints shall conform to ANSI A21.11 except that gaskets shall be neoprene or other synthetic rubber. Push-on joints shall have their ring grooves and rings compatible with the pipe ends. The grooves shall be gauged for tolerance before arriving at the job site and the grooves and interior surfaces of the bell shall be smooth and free from ridges, notches and uneven surfaces.

### **3.9. Restraints**

All restraints shall be Romac Industries "600" Series, Diamond Plastics Diamond Lok, RomaGrip or approved equal.

## **1014.4. INSTALLATION**

Installation shall conform to the manufacturer's recommendations except as modified by these specifications and as shown on the drawings.

All laying, jointing and testing for defects and leakage shall be performed in the presence of Engineer and shall be subject to his approval before acceptance. Materials found during construction to have defects will be rejected and Contractor shall promptly remove such defective material from the site.

## **1014.5. TRENCHING, BEDDING AND BACKFILL**

Requirements for trenching, bedding and backfill shall be as specified; as required by applicable permits

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and regulations; and as required by applicable safety codes.

Pipe shall be laid on a shaped trench foundation or shaped bedding as required and with properly dug bell or coupling holes. Supporting pipe on blocks or mounds of earth or bedding material will not be permitted.

### **1014.6. HANDLING AND STOCKPILING**

Pipe, fittings and accessories shall be handled in a manner that will insure installation in a sound, undamaged condition. Equipment, tools and methods used in unloading, reloading, hauling and laying pipe and fittings shall be such that the pipe and fittings are not damaged. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces. No unpadded hooks or wire brushes shall be permitted to contact plastic lining. Pipe and fittings in which lining has been broken, split or loosened shall be replaced by and at the expense of Contractor. Where damaged areas are small and readily accessible, Contractor may be permitted to repair the lining in accordance with the manufacturer's instructions. Store pipe on a flat surface so as to support the barrel evenly. Store random lengths separately where they will be readily available. Individual lengths of pipe should be stocked in piles of no higher than three (3) feet. If pipe is to be stored outside for periods longer than thirty (30) calendar days, the pipe must be covered to protect it from prolonged exposure to the sun's rays. The pipe shall be covered with canvas or another opaque material which shall not be clear plastic sheets. Provisions shall be made for air circulation under the sheet.

#### **6.1. Cutting**

Cutting and machining of pipe shall be accomplished in accordance with the pipe manufacturer's standard recommendations. Pipe shall not be cut with a cold chisel, flame, standard iron pipe cutter, or any other method that may fracture the pipe, produce ragged, uneven edges or split the pipe end. Cut ends shall be machined smooth to the proper dimensions.

### **1014.7. PIPE LAYING**

The pipe shall be laid to the lines and grades shown on the drawings and specified herein and the sections shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position, the bedding shall be checked for firmness and uniformity of surface.

The radius of curvature of the trench shall determine the maximum length of pipe section that can be used without exceeding the allowable deflection at a coupling. The deflection at any flexible joint shall not exceed that prescribed by the manufacturer of the pipe. The manufacturer's printed installation guide outlining the radii of curvature that can be negotiated with pipe sections of various lengths shall be followed.

Proper implements, tools, and facilities as recommended by the pipe manufacturer's standard printed installation instructions shall be provided and used by Contractor for safe and efficient execution of the work. All pipe, fittings, valves, and accessories shall be carefully lowered into the trench by means of derrick, ropes, or other suitable equipment in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

- 7.1. The pipe and accessories shall be inspected for defects prior to lowering into the trench. Any defective, damaged or unsound pipe shall be repaired or replaced. All foreign matter or dirt shall be removed from the interior of the pipe before lowering into position in the trench. Pipe shall be kept clean during and after laying. All openings on the pipe line shall be closed with watertight expandable type sewer plugs or test plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood, or other similar temporary plugs will not be permitted.

### **1014.8. DISTRIBUTING ALONG THE TRENCH**

Pipe should be strung as near the trench as possible, but, if the trench has not been dug, it shall be kept out of the way of the excavator. It shall be protected from blasting, traffic, equipment or other hazards. Where damage as a result of vandalism could occur, only enough pipe for one day's laying shall be strung. The pipe shall be strung so that the bell ends point in the direction that the work is progressing.

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**1014.9. JOINTING**

Each pipe joint shall be joined either with a coupling consisting of a PVC sleeve and two (2) rubber gaskets, or an integral bell with one (1) rubber gasket.

The gasket and the gasket seat inside the collar or bell shall be wiped clean before the gasket is inserted. At this time a thin film of lubricant shall be applied to the gasket and to the outside of the clean pipe end. Lubricant other than that furnished with the pipe shall not be used. The end of the pipe shall be then forced into the collar or bell to complete the joint.

The assembly of the joint shall be made in accordance with the printed recommendations of the manufacturer. This shall be accomplished with an assembly tool if so recommended by the manufacturer, so that the resulting position of the sleeve shall be such that is centered over pipe ends. After assembly of the coupling, the rubber gasket location shall be checked with a suitable gauge. Gaskets for the full circumference of the pipe shall be located at a distance from the coupling or bell end as recommended by the manufacturer of the couplings, if the distance does not fall within required limits, the joint shall be disassembled and reassembled in an acceptable manner.

When pipe laying is not in progress, the open end of the pipe shall be closed by approved means to prevent trench water from entering pipe. Adequate backfill shall be deposited on pipe to prevent floating of pipe. Any pipe which has floated shall be removed from the trench, cleaned, and relaid in an acceptable manner. No pipe shall be laid when, in the opinion of Engineer, the trench conditions or weather are unsuitable for such work.

**1014.10. INSTALLATION OF FITTINGS**

Fittings shall be installed utilizing standard installation procedures. Fittings shall be lowered into trench by means of rope, cable, chain, or other acceptable means without damage to the fittings. Cable, rope, or other devices used for lowering fitting into trench, shall be attached around exterior of fitting for handling. Under no circumstances shall the cable, rope or other device be attached through the fitting's interior for handling. Fittings shall be carefully connected to pipe or other facility, and joint shall be checked to insure a sound and proper joint.

Mechanical fittings, joints and appurtenances shall be assembled and installed using a torque measuring or torque-indicating wrench and per AWWA standards. The use of an impact wrench or similar construction method is prohibited.

**1014.11. THRUST BLOCKING**

Concrete thrust blocking shall be provided at all tees, elbows, wyes, caps, valves, hydrants, reducers, and other points of unbalanced thrust. Thrust blocking shall be poured so the thrust surface bears against undisturbed soil. Thrust blocking shall be as specified in 0 Thrust Blocks of these Technical Specifications.

**END OF DOCUMENT 2005**

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**DOCUMENT No. 1015 DUCTILE IRON PIPE (6/22/04)**

**1015.1. GENERAL**

Ductile iron pipe shall be installed in the locations and of the sizes shown on the drawings.

**1015.2. MATERIALS**

2.1. Pipe: Unless otherwise stated, all ductile iron pipe shall be Pressure Class 150, or greater, conforming to the requirements set forth in AWWA C151.

2.2. Fittings: Ductile iron fittings shall meet the requirements set forth in AWWA C110.

2.3. Joints:

Push-on and mechanical joint rubber gasket joints shall meet the requirements of AWWA C111.

When the type of joints indicated on the drawings are flanged, flanges shall meet the requirements of AWWA C207.

**1015.3. INSTALLATION**

Ductile iron pipe shall be installed in accordance with the manufacturer's recommendations and in accordance with AWWA C600.

**1015.4. LININGS AND COATINGS**

All ductile iron pipe and fittings shall be cement-mortar lined in accordance with AWWA C104.

The exterior of exposed ductile iron piping including valves, etc., shall be painted as specified in DOCUMENT No. 1044 Painting of these Technical Specifications. Surface preparation shall be in accordance with the manufacturer's recommendations.

The exterior of buried ductile iron pipe including flanged joints, tees, etc., shall be wrapped and sealed with (2) two layers, of a minimum thickness each layer, 8 mil polyethylene film per AWWA C105.

END OF DOCUMENT 2006

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**DOCUMENT No. 1016 GATE VALVES (8/14/14)**

**1016.1. GENERAL**

This section specifies underground gate valves and appurtenances to be installed on water or reclaimed water mains where shown on the drawings in accordance with the Carson City Standard Details C-3.1.4 - Gate Valve and C-3.1.6 - Valve Box & Lid.

Gate Valves shall be American AVK, American Flow Control, Clow, M & H, Mueller or equal resilient-seated gate valves conforming to AWWA C509 or C515 and shall be UL listed and FM approved.

**1016.2. DESIGN**

Valve shall be non-rising stem (NRS) wedge type resilient-seated with O-Ring stem seals and low zinc copper alloy or stainless steel stem, equipped with a two (2) inch standard operating nut. Ends shall be designed for direct connection to the type of pipe or fitting which the valve is adjoined to, or as shown on the drawings. Valves shall open when turned counterclockwise.

The minimum design working pressure for valves twelve (12) inches in diameter and smaller shall be 200 psig and shall be 150 psig for larger valves. Valves shall be designed to have full port opening for unrestricted flow. The valve waterway shall be smooth and shall have no depressions or cavities in seat area.

**1016.3. VALVE BOXES**

Concrete valve boxes with cast iron covers shall be provided for all buried valves. Valve boxes shall be provided with colored PVC (schedule 40 minimum) extension sleeves. Valve box covers shall be labeled, with pick hole access. Valve boxes and covers shall be Christy G5 traffic valve box with G5C lid, or approved equal.

**1016.4. INSTALLATION**

Valves shall be installed as shown on the drawings with support block and valve box and riser. Valves shall be installed with valve box centered over operating nut and plumb.

All valves shall be operated by Contractor prior to and following installation to assure free movement, proper seating and full-port opening.

Mechanical fittings, joints and appurtenances shall be assembled and installed using a torque measuring or torque-indicating wrench and per AWWA standards. The use of an impact wrench or similar construction method is prohibited.

**1016.5. PROTECTIVE COATINGS**

Valves shall be provided with a shop-applied fusion-bonded epoxy coating on interior and exterior surfaces conforming to AWWA C550.

Any damage to the protective coating including scratches, nicks, etc. shall be repaired prior to the installation using an approved coating.

All exposed metal on valves and fittings such as nuts and bolts including damage during installation shall be coated prior to backfill with an approved coating.

**1016.6. VALVE IDENTIFICATION**

All valves located outside the pavement structure shall be identified with a Utility Marker. Water valve makers shall be blue Carsonite High Performance Utility Marker (CRM - 306608), 5'-6" with blue valve



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decal (CWV 116) or approved equal. Marker shall be installed no more than 5 feet from the valve measured perpendicular to the water main or roadway.

END OF DOCUMENT 2009

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**DOCUMENT No. 1017 CHECK VALVES (9/18/07)**

**1017.1. GENERAL**

Check valves shall be installed in the locations shown on the plans and shall conform to the types and sizes as shown on the plans.

**1017.2. WAFER STYLE SILENT CHECK VALVES**

Silent wafer check valves shall be of the silent operating type which will reduce or eliminate water hammer shock. The valves have cast iron bodies, bronze seats, bronze bushings and stainless steel torsion springs. The disc shall be constructed of 304 Stainless steel for 2" through 12" and B62 Bronze for 14" through 24" sizes. The valve body shall be one piece and incorporate a Nitrile/EPDM seal which will seal at both high and low pressures and a disc that over laps the seal to prevent wear. The valves must be capable of vertical and horizontal operation; flow up or flow down. Wafer check valves shall be 150 psi class minimum, ANSI class 125 flanges and be similar in all respects to the Model 888 as manufactured by the FLOMATIC Corporation, or approved equal.

**1017.3. SWING CHECK VALVES**

These valves shall be a spring assisted and cushioned wafer-style swing check valve which will provide a positive, drip-tight closure. The valve body shall be cast iron (ASTM A126, Class B grey iron) with Stainless Steel nuts and bolts and tapped bosses. The valve shall have a bronze clapper arm with a rubber (ASTM D2000) faced cast iron disk. The valves up to and including 12" shall be designed for a 175 psi working pressure, valves 14" and larger shall be designed for a 150 psi working pressure, fit ANSI B16.1, class 125 flanges and be similar in all respects to the Mueller Spring Assisted Cushioned Swing Check Valves, or approved equal.

**1017.4. IN-LINE SILENT CHECK VALVES**

These valves shall be fully automatic silent check valves using a spring loaded configuration for installation in a vertical position. The valve follower shall be equipped with an anti-spin lug to prevent back-flow and shall use an elastomer seat. The valve body shall be annealed ductile iron of sufficient strength to support the full weight of a riser pipe and submersible pump below. The valve body shall also be equipped with a break off plug and all fasteners and springs shall be stainless steel. Sizes 5" and larger shall have a ½" lead-in before the threads to assist with alignment. Flanged models shall meet ANSI 125. All in-line check valves shall be similar in all respects to the Model 80DI as manufactured by the FLOMATIC Corporation, or approved equal.

**1017.5. INSTALLATION**

All check valves shall be installed in accordance with the manufacturer's recommendations.

**1017.6. PROTECTIVE COATING**

All check valve shall be supplied with a fusion bonded epoxy coating on both the internal and external surfaces of the valve with a minimum thickness of 10 mils.

END OF DOCUMENT 2010

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**DOCUMENT No. 1018 BUTTERFLY VALVES (6/23/15)**

**1018.1. GENERAL**

Contractor shall furnish all valves in accordance with the drawings and specifications. All valves, including component parts thereof, shall equal or exceed the requirements set forth herein.

Butterfly Valves shall be suitable for potable water and manufactured by a firm normally engaged in the manufacture of such valves. Butterfly valves shall be manufactured by Pratt, Mueller or approved equal. Valves shall be constructed of the following materials:

<b>ITEM</b>	<b>MATERIAL</b>
Body	Cast Iron
Disc	Cast Iron
Shaft	304 Stainless Steel
Seats	Synthetic Rubber
Bearings	Sleeve-Type

**1018.2. DESIGN**

Butterfly valves, butterfly valve operators, and component parts thereof shall conform to the following standards, except as otherwise specified in these specifications:

- a. (1) AWWA C504, Rubber-Seated Butterfly Valves.
- b. (2) ASTM A276, Stainless and Heat-Resisting Steel Bars and Shapes.
- c. (3) ASTM A436, Austenitic Gray Iron Castings.
- d. (4) ASTM B 62, Composition Bronze or Ounce Metal Castings.
- e. (5) AWWA C550, Protective Interior Coatings for Valves and Hydrants.

All butterfly valves shall be Class 150B and shall be short-bodied unless otherwise shown on the drawings.

Valves shall be furnished with flanged ends, hub ends, "Ring Tite" ends or any combination thereof as required by the drawings or these specifications. Valve flanges may be raised or plain faced with either a smooth or serrated finish and shall be faced and drilled to ANSI B 16.1, Class 125 cast iron flange dimensions, unless otherwise shown on the drawings or specified in these specifications.

All interior bronze parts of valves shall conform to the requirements of ASTM B 62, Specification for Composition Bronze or Ounce Metal Castings, unless otherwise required by these specifications or shown on the drawings.

All valves shall be provided with an interior and exterior protective coating in accordance with Subsection 4 Protective Coatings.

Butterfly valve discs shall be manufactured of any of the materials listed in Section 3.4 of AWWA C504, except bronze. Prior to application of the required coating, any casting holes in the disc shall be plugged.

Butterfly valve seats shall be removable and replaceable while installed in the pipeline for valves 24 inches in diameter and larger. The rubber seat shall be applied to either the valve body or the disc. If the rubber seat is applied to the disc, the rubber seat shall be secured to the disc by means of cap screws by one of

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the two following methods:

If the cap screws penetrate the rubber seat, the cap screws shall bear against a metal retaining ring which shall be an integral part of the rubber assembly. The metal retaining ring shall be applied to the rubber seat by vulcanizing or bonding process in such a manner that the metal retaining ring and the rubber seat are installed and removed as a single unit.

If the cap screws do not penetrate the rubber seat, a portion of the rubber seat shall be installed in a groove or recess in the disc, and the metal retaining ring shall then bear upon that portion of the rubber seat that is installed in the groove or recess.

For the applicable above method Contractor shall furnish Engineer with the manufacturer's specified torque to be used to set the cap screws, or clearance to be attained between the rubber seat and the mating surface when replacing or adjusting the rubber seat.

The inside flow diameter (smallest flow area not including any portions occupied by the seat) shall not be less than 1-inch smaller than the nominal diameter. On valves larger than 24-inches in diameter, discs shall be mechanically secured to the shaft with Type 304 stainless steel, straight through taper pins and locking nuts.

Surfaces that mate with the rubber seat of a butterfly valve to effect the valve closure shall be stainless steel ASTM A276, Type 304 or 316, or an alloy of nickel-chromium (nichrome).

Shaft seals shall be designed for the use of standard split "V" type packing or standard O-ring seals.

Valves shall be bubble tight with rated pressure applied from either side of the valve. Valves shall be bi-directional for control of flow from either direction.

There shall be no travel stops for the disc on the interior of the body.

### **1018.3. OPERATORS**

3.1. Butterfly valve operators and component parts thereof shall conform to the following standards, except as otherwise specified in these specifications:

- a. AWWA C504, Rubber-Seated Butterfly Valves.
- b. ASTM B 62, Composition Bronze or Ounce Metal Castings.

3.2. Manual Operators

Butterfly valves shall be provided with counterclockwise opening manual operators. The operating torque of each valve and operator shall be computed in accordance with the Appendix of AWWA Standard C504 for a velocity of 16 fps and the applicable pressure drop across the valve. The operators shall be sized for bi-directional flow.

Butterfly valve operators shall produce required torque with a maximum handwheel pull of 80 pounds for handwheels and chainwheels and 150 for operating nuts.

Handwheels shall be from 18 to 24 inches in diameter for valves through 54 inches in size. Handwheel sizes shall conform to detail drawings in checking for adequate operating space.

Butterfly valve operators shall have totally enclosed, permanently lubricated and sealed gear reducers.

All operators shall be self-locking with open and close stops provided to limit valve disc travel.

Calculations for valve torque requirements shall be submitted to Engineer as part of the shop drawing submittal package.

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Valve operators shall be as manufactured by Limitorque Corp., Auma Actuators, Inc., or EIM.

Butterfly valves shall have totally enclosed, permanently lubricated, watertight, greased-packed operators.

All butterfly valves which are not directly buried or submerged, shall be provided with manual handwheels and position indicators. Valves shall be installed with the valve shaft in a horizontal position unless otherwise specified in these specifications.

All butterfly valves which are directly buried or submerged, shall be provided with a 2-inch square operating nut and shall not be equipped with a position indicator unless otherwise specified in these specifications.

Traveling-nut operators will not be permitted on valves 24-inches in diameter and larger.

Where shown on the drawings for valves located in vaults and as required to provide adequate clearance for the handwheel, the valve operator shall be provided with an external packing bonnet. The handwheel and operating nut shall be oriented as shown in the drawings and shall permit the connection of a standard valve key to a 2-inch square operating nut located in the center of the handwheel. Operation with the valve key shall be possible without removal of the handwheel.

### **3.3. Motor Operators**

Motor-operated butterfly valves shall consist of a motor-driven and manual valve-operating mechanism. Motor-operated butterfly valves shall have a worm gear assembly for motor and manual operation. All valve-operating mechanisms shall have an electric motor, handwheel, geared limit switch, torque limit switch, sealed gear case and magnetic reversing starter. The valve-operating mechanisms shall be as manufactured by Limitorque Corporation, E.I.M. Company, Inc., or Engineer approved equal.

The valve shall have a worm gear assembly completely enclosed in a watertight case with a disc position indicator.

The valve operating mechanism shall permit motor or manual turning of the disc from 0 to 90 degrees. The time required to turn the disc 90 degrees with the motor shall be not less than 30 seconds nor more than 60 seconds unless otherwise specified. A handwheel with an arrow and either the word "open" or "close" thereon shall be provided for manual operation. The handwheel shall not rotate during motor operation. A hand lever shall be provided to mechanically disconnect the motor drive from the gear train for manual operation. The valve operating mechanism shall automatically return to motor operation when the motor is energized. The valve operating mechanism gear case shall be totally sealed and factory packed with extreme pressure type heavy duty lubricants. The maximum torque required to operate the handwheel for manual operation shall not exceed 60 ft-lbs, and the maximum tangential force required on the handwheel rim to operate shall not exceed 60 pounds.

A geared limit switch shall be provided to govern the disc travel from the fully open to the fully closed positions. The geared limit switch shall be adjustable and shall stop the disc at precisely the open and closed position settings. The limit switch settings shall not be affected by temperature changes. The geared limit switch shall be geared to the operating mechanism of the disc and shall be synchronized with the disc position whether the disc is operated by the motor or manually.

A torque limit switch shall be provided and shall disconnect the motor energy in the event of mechanical overload. The torque limit switch shall be adjustable and shall function without auxiliary relays or devices.

The geared limit switch and the torque limit switch within the valve operation mechanism shall be electrically isolated and shall be located in a NEMA IV case which allows for adjustment.

The motor shall be 120-volt, 1-phase, 60 Hertz totally enclosed, non-ventilated, high starting torque, with low starting current for starting under a full load across the line. The motor shall have Class B insulation and shall have a motor frame with all dimensions in accordance with the latest revised NEMA Standards. All motor bearings shall be the ball bearing type. Thrust bearings shall withstand all radial loading.

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A magnetic reversing starter shall be furnished and installed on the valve in a NEMA IV housing. The starter shall operate on 120-volt, 1-phase, 60-Hertz electrical power. The opening and closing coil of the starter shall operate with 120-volt, 1-phase, 60-Hertz electrical power. Selector switches, lights and push buttons shall be installed in the starter housing with a local lockable lockout. Wiring diagrams shall be furnished in accordance with DOCUMENT No. 1005 of these specifications.

### **1018.4. PROTECTIVE COATINGS**

Valves shall be provided with a shop-applied fusion-bonded epoxy coating on interior and exterior surfaces in a minimum thickness of ten (10) mils. Match color of adjacent piping or as shown on the plans.

Any damage to the protective coating including scratches, nicks, etc. shall be repaired prior to the installation using an approved coating conforming to AWWA C209 and C214 and shall be completed to the satisfaction of Engineer or his approved representative.

All exposed steel on buried valves, fittings, etc. such as nuts and bolts shall be coated with an approved tar or mastic prior to installation and conforming to AWWA C209 and C214.

### **1018.5. FITTINGS**

All fittings shall conform to AWWA C110 and have a cement-mortar or epoxy fusion coating and lining conforming to AWWA C104. All fittings may be gray (cast) iron or ductile iron with a minimum pressure rating of 250 psi. Unless otherwise indicated on the Plans, fittings may be either push-on (ring-tite), mechanical joint, or flanged.

### **1018.6. VALVE IDENTIFICATION**

All buried valves located outside the pavement structure shall be identified with the appropriate Carsonite Utility Marker (CUM-375), five feet - two inches (5'-2") with the appropriate decal or approved equal. Marker shall be installed no more than 5 feet from the valve measured perpendicular to the new main or roadway.

### **1018.7. INSTALLATION**

Valves shall be installed at the locations and in the orientation indicated on the Plans unless otherwise noted. Buried valves shall incorporate thrust blocks and valve boxes.

Valve boxes shall be concrete with cast iron lids. The boxes shall be provided with schedule 40 "purple" PVC extension sleeves. Valve boxes and covers shall be similar in all respects to Christy #G5 traffic valve box with C275 lid, Brooks 4TT, or approved equal.

All valves shall be operated by Contractor prior to and following installation to assure free movement, proper seating, and full-port opening.

Contractor shall lubricate the seat of all rubber-seated valves prior to installation with 111 Silicone Compound as manufactured by Dow Corning, G661 Silicone Compound as manufactured by General Electric, or Engineer approved equal.

Contractor shall install and test all valves furnished in conformance with the drawings and specifications.

Contractor shall supply to Engineer records of tests performed on valves or component parts thereof that are required by the AWWA Valve Standard specified in these specifications, if requested by Engineer any time within a period of one (1) year after the acceptance of the work.

Shop drawings shall be furnished in accordance with Document No. 1001 of these specifications. Shop drawings shall be submitted with the valve operator in the position and orientation as shown on the drawings.

Mechanical fittings, joints and appurtenances shall be assembled and installed using a torque measuring or

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torque-indicating wrench and per AWWA standards. The use of an impact wrench or similar construction method is prohibited.

END OF DOCUMENT 2011

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**DOCUMENT No. 1019 FIRE HYDRANTS (8/14/14)**

**1019.1. SCOPE**

The work to be done under this section consists of furnishing all plant, labor, equipment, materials, supplies and incidentals and performing all work required for furnishing and installing the fire hydrant assemblies, complete.

**1019.2. TRENCH EXCAVATION AND BACKFILL**

Trench excavation and backfill shall conform to the requirements as specified in 0 Staking, Excavation, Backfilling and Compacting for Water Lines of these Technical Specifications.

**1019.3. PIPE**

The water pipe to be installed from the water main to the fire hydrant shall be the same type of pipe utilized for construction of the water system improvements.

**1019.4. VALVES AND VALVE BOXES**

Valve and valve boxes for fire hydrants shall conform to the requirements as specified in 0 Gate Valves of these Technical Specifications.

**1019.5. REFERENCES**

References herein are made to the standards, tests, methods, and specifications of research and technical organizations as follows:

<b>ITEM</b>	<b>STANDARD SPECIFICATION, TEST OR METHOD DESIGNATION</b>
Fire Hydrants	AWWA C502

**1019.6. MATERIALS**

6.1. Fire hydrant shall conform to the requirements of Section 307 of the Standard Specifications and this section of these Technical Specifications.

6.2. All hydrants shall be as follows

The size of a valve opening shall be five and one quarter inch (5¼") with two (2) two and one half inch (2½") N.S.T. (National Standard Thread) nozzles; one Harrington HIHS five inch (5") integral hydrant Storz, or approved equal, with blind cap & cable. A yellow and black Calpico (or approved equal) "Out of Service" indicator shall be installed on one of the 2½" nozzles until the hydrant is in service and removal of the "Out of Service" indicator is authorized by the Construction Manager. The inlet connections shall be a six inch (6") size and the operating nut shall be a one and one half inch (1½") pentagon, open to the left.

Fire hydrants shall be of the compression type with the valve closing with the pressure. All hydrants shall be in accordance with the latest specifications of the American Water Works Association. All parts entering into the manufacture will be interchangeable. All fire hydrants shall be non-freezing and self-draining.

The top of the hydrant shall be constructed so that the operating threads are immersed in an oil reservoir. The oil reservoir shall be sealed at both top and bottom by "O" rings to prevent oil or water leakage. The bonnet assembly shall be unitized and flanged to the tip barrel for easy removal as one unit without disassembly or loss of lubricant in the field. The main valve opening shall be controlled with a positive stop



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built into the bonnet assembly. The hydrant shall be of the safety ground flange design at a point two inches (2") above ground line. In the event of a traffic accident, the barrel will not become broken, nor the main operating stem become broken or bent, which parts shall be easily and quickly replaced. The safety flange design shall be constructed to ensure more accurate control of impact stresses and eliminate the uncertainties of frangible bolt and lug designs such as corrosive and varying bolt strength. The drain valves shall be bronzed seat with quading and shall be positively operated by main operating nut. The design shall permit full three hundred and sixty (360) degree rotation in any desired position location & placement of the hydrant shall be in accordance with all Fire Department regulations. Hydrants shall be constructed for lengthening or making repairs without the necessity of digging. Hydrant barrel shall be centrifugally cast ductile iron.

Hydrants shall be subjected, after assembly to two (2) tests under a hydraulic pressure of 300 pounds per square inch. One (1) test shall be made with the whole interior of the hydrant under pressure; and another with the main valve closed and the foot piece under pressure from the inlet side. Under the above test procedure, there shall be no leakage through the main valve, drain valve, or stuffing box, or through the castings or the joints of the assembled hydrant. Leakage or other imperfections found in either test shall be corrected before the hydrant is accepted. The test is not required for any existing fire hydrants.

### **1019.7. WORKMANSHIP**

Fire Hydrant installation shall conform to the requirements of Subsection 307.09, "Setting Hydrants", of the Standard Specifications for Public Works Construction.

Contractor shall notice, coordinate and cooperate with the Fire Department before any shut-down of a fire hydrant of water line is to be made. Contractor shall keep the Fire Department fully informed on any emergency repairs being made which affect the water distribution system.

All buried metallic materials of the fire hydrant assemblies shall be encased in polyethylene (plastic wrap) in accordance with the requirements of AWWA C105.

Before the fire hydrant assembly is backfilled, Contractor shall contact the inspector for an inspection review using the Carson City Public Works Department "Inspection for Fire Hydrants" form. The inspection shall be performed in the presents of Contractor and the inspector. Also included in the inspection will be a check of the street valve to assure full open position.

**END OF DOCUMENT 2012**

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**DOCUMENT No. 1020 THRUST BLOCKS (8/21/13)**

**1020.1. GENERAL:**

Thrust blocks shall be installed in the locations shown on the Drawings and in general, everywhere a buried pressure conduit changes direction according to Carson City "Standard Details for Public Works Construction".

**1020.2. MATERIALS:**

Concrete used for thrust blocks shall have a minimum compressive strength of 4000 psi at twenty-eight (28) calendar days when tested in accordance with ASTM.

**1020.3. INSTALLATION:**

Thrust blocks shall be installed such that they bear against the pipe fitting (not the pipe) on one side and against undisturbed earth on the other side.

Thrust block concrete shall not obstruct removal of flange bolts from fittings. Concrete shall be prevented from adhering to the fittings. Either a liquid bond breaker shall be applied to the fitting, or an impervious membrane (plastic, building paper, etc.) shall be used.

The bearing area against the undisturbed soil shall be measured in a vertical plane, perpendicular to the axis of the pipe, or the line bisecting the extensions of the pipes entering a fitting. The bearing area shall be as set forth in the thrust block table in the Drawings.

**END OF DOCUMENT 2013**

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**DOCUMENT No. 1021 WATER MAIN HYDROSTATIC TESTING (8/21/13)**

**1021.1. GENERAL**

This specification supersedes Section 336.03.08, Pressure Line - Pressure and Leakage Tests, of the Standard Specifications. Water mains shall be pressure tested in accordance with all the following requirements.

**1021.2. TEST PRESSURE**

Test pressure for water distribution pipe shall be the class designation/rating of the pipe.

**1021.3. PROCEDURE**

Pressure and leakage tests shall be performed at the same time. The total testing time for each section of a new main installed shall be a minimum of two (2) hours.

When pipeline installation, testing and backfilling can be accomplished in the same day, backfill only enough to prevent lifting of the pipe prior to filling with water and field testing. When conditions require that trenches be backfilled immediately after the pipe has been laid, testing shall be conducted prior to placement of permanent surface.

After the main has been laid it shall be filled with water for a minimum of twenty-four (24) hours before being subjected to the hydrostatic pressure test. Each section of pipeline shall be filled slowly with water and all air expelled by means of taps at points of highest elevation.

The specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to Engineer. The test pressure shall be maintained for the specified time during which all exposed pipe, couplings, fittings, valves, and hydrants shall be examined carefully.

All cracked or defective elements shall be removed and replaced and the test repeated until all visible leakage has been stopped and the requirements as specified in Subsection 4 Allowable Leakage have been met.

**1021.4. ALLOWABLE LEAKAGE**

No pipe installation will be accepted if the leakage for the section of the line that is tested is greater than that determined by the following formula:

Allowable Leakage (gallons per hour) = $ND(P)^{1/2}/7400$
Where: N = Number of pipe joints in test section. D = Nominal diameter of pipe (inches). P = Test pressure (psig).

If the test leakage in any section is greater than permitted, Contractor shall, at his own expense, locate and repair the defective materials until the leakage is within the permitted allowance. All visible leaks shall be repaired regardless of the amount or rate of leakage.

**1021.5. MEASUREMENT OF LEAKAGE**

Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within five (5) psi (0.35 Bar) of the specified test pressure after the air in the pipeline has been expelled and the pipe filled with water. The quantity of water supplied to maintain pressure shall be quantified by means of a positive displacement measurement from a reservoir of

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known volume. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

**END OF DOCUMENT 2015**

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**DOCUMENT No. 2015.1 PVC WATER MAIN HYDROSTATIC TESTING (6/15/15)**

**2015.1.1 GENERAL**

This specification supersedes Section 336.03.08, Pressure Line - Pressure and Leakage Tests, of the Standard Specifications. Water mains shall be pressure tested in accordance with AWWA C605 and all the following requirements.

**2015.1.2 TEST PRESSURE**

Test pressure for water distribution pipe shall be the class designation/rating of the pipe.

**2015.1.3 PROCEDURE**

Pressure and leakage tests shall be performed at the same time. The total testing time for each section of a new main installed shall be a minimum of two (2) hours.

When pipeline installation, testing and backfilling can be accomplished in the same day, backfill only enough to prevent lifting of the pipe prior to filling with water and field testing. When conditions require that trenches be backfilled immediately after the pipe has been laid, testing shall be conducted prior to placement of permanent surface.

After the main has been laid it shall be filled with water for a minimum of twenty-four (24) hours before being subjected to the hydrostatic pressure test. Each section of pipeline shall be filled slowly with water and all air expelled by means of taps at points of highest elevation.

The specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to Engineer. The test pressure shall be maintained for the specified time during which all exposed pipe, couplings, fittings, valves, and hydrants shall be examined carefully.

All cracked or defective elements shall be removed and replaced and the test repeated until all visible leakage has been stopped and the requirements as specified in Subsection 4 Allowable Leakage have been met.

**2015.1.4 ALLOWABLE LEAKAGE**

No pipe installation will be accepted if the leakage for the section of the line that is tested is greater than that determined by the following formula:

$$Q = \frac{LD \sqrt{P}}{148,000}$$

Where:

- Q = Allowable Leakage (gallons per hour)
- L = Length of Pipe Tested (feet).
- D = Nominal diameter of pipe (inches).
- P = Test pressure (psig).

If the test leakage in any section is greater than permitted, Contractor shall, at his own expense, locate and repair the defective materials until the leakage is within the permitted allowance. All visible leaks shall be repaired regardless of the amount or rate of leakage.

**2015.1.5 MEASUREMENT OF LEAKAGE**

Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within five (5) psi (0.35 Bar) of the specified test pressure after

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the air in the pipeline has been expelled and the pipe filled with water. The quantity of water supplied to maintain pressure shall be quantified by means of a positive displacement measurement from a reservoir of known volume. Leakage shall not be measured by a drop in pressure in a test section over a period of time.

**END OF DOCUMENT 2015.1**

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### DOCUMENT No. 1022 WATER MAIN DISINFECTING (8/21/13)

#### 1022.1. GENERAL

Disinfection of water mains shall be accomplished in accordance with all the requirements set forth in AWWA C651-05 unless otherwise specified herein.

Precautions shall be taken to protect pipe interiors, fittings, and valves against contamination. Pipe delivered for construction shall be stored so as to minimize entrance of foreign material. When pipe laying is not in progress, for example, at the close of the day's work or during breaks or rest periods all openings in the pipeline shall be closed by water tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt, that in the opinion of Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

No contaminated material capable of supporting growth of micro-organisms shall be used for sealing joints. Packing material shall be handled in such a manner as to avoid contamination.

Yarning or packing material shall consist of molded or tubular rubber rings or rope of treated paper, or other approved materials. Materials such as jute or hemp shall not be used. Packing Materials shall be handled in a manner which prevents contamination.

The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. It shall be delivered to the job in enclosed containers and shall be kept clean.

#### 1022.2. PROCEDURE

##### 2.1. General

Unless otherwise stated herein, the tablet method of disinfection shall be used. Tablets shall be calcium hypochlorite tablets, conform to ANSI/AWWA B300, and must contain approximately 65 percent available chlorine by weight. Calcium hypochlorite tablets intended for pool use shall not be used. However, since this method requires scrupulous cleanliness to be effective, it will not be allowed if trench water or foreign material has entered the main. If the pipe, in Engineer's opinion is not in a clean condition another method prescribed in AWWA C651 -05 shall be used for disinfection even if the tablets have already been installed.

##### 2.2. Placement of Tablets

Tablets shall be placed in each section of pipe and also in hydrants, hydrant branches, and other appurtenances. They shall be attached by an adhesive, except for the tablets placed in hydrants and in the joints between the pipe sections. All the tablets within the main must be at the top of the main. If the tablets are fastened before the pipe section is placed in the trench, their position shall be marked on the section to assure that there will be no rotation.

Disinfection tablets shall be placed using Titebond Multi-Purpose Clear 100% Silicone, or approved equal food grade silicon. There shall be no adhesive on the tablet except on the broad side next to the surface to which the tablet is attached.

##### 2.3. Filling and Contact

When installation has been completed, the main shall be filled with water at a velocity of less than one (1) foot per second. Precautions shall be taken to ensure that air pockets are eliminated. This water shall remain in the pipe for at least twenty-four (24) hours. If the water temperature is less than 41°F, the water shall remain in the pipe for at least 48 hr. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water.

##### 2.4. Dosage

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The number of hypochlorite tablets to be attached to the inside of each section of pipe shall be as shown in the following Table:

**Number of 5-g calcium hypochlorite tablets required for dose of 25 mg/L\***

Pipe Diameter (inches)	Length of Pipe Section (feet)				
	13 or less	18	20	30	40
	Number of 5-g Calcium Hypochlorite Tablets				
4	1	1	1	1	1
6	1	1	1	2	2
8	1	2	2	3	4
10	2	3	3	4	5
12	3	4	4	6	7
14	4	5	5	8	10
16	4	6	7	10	13
18	6	7	8	12	16
20	7	9	10	15	20
24	9	13	14	21	28

\*Based on 3.25-g available chlorine per tablet; any portion of tablet rounded to next higher integer

Table based on Table 2 and Part 4.4.2.2 of AWWA C651-05. For other pipe sizes and lengths, refer to AWWA C651-05

**2.5. Final Flushing**

After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system, or less than one (1) mg/l. Contractor is responsible for disposal of chlorinated flushing water. No additional payment will be made for disposal of flushing water. Chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the pipeline.

**2.6. Bacteriologic Tests**

After final flushing and before the water main is placed in service, two consecutive sets of acceptable samples, taken 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from every 1,200 feet of new water main, plus one set from the end of the line and one set from each branch and submitted by Contractor to the Carson City Wastewater Reclamation Plant Laboratory for testing for bacteriologic quality and shall show the absence of coliform organisms.

**2.7. Repetition of Procedure**

If the initial disinfection fails to produce satisfactory samples, disinfection shall be repeated until satisfactory samples have been obtained at Contractor's expense. The tablet method cannot be used in these subsequent disinfections. When the samples are satisfactory, the main may be placed in service.

END OF DOCUMENT 2016



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**DOCUMENT No. 1023 UNDERGROUND MARKING TAPE AND TRACER WIRE (8/21/13)**

**1023.1. GENERAL**

Underground marking tape shall be installed above all buried water pipelines.

**1023.2. MATERIALS**

Tape shall be non-detectable polyethylene marking tape. Tape shall be blue in color and shall be three (3) inches wide by 4 mil thick and shall bear large printing denoting, "Buried Water Line Below".

Tracer wire shall be 12 gauge coated solid copper wire taped every 5 (five) feet to all water mains, water services, air releases etc. and shall remain continuous and conductive throughout all components of the water system. All splices, as from a service wire to a main wire, shall be soldered and wrapped with UL listed electrical tape.

**1023.3. INSTALLATION**

Underground marking tape shall be installed according to the manufacturer's instructions and as shown on the Drawings.

Marking tape shall be continuous from valve to valve. Tape shall be placed flat with the writing facing up and shall be laid twelve (12) inches above the top of pipe between the bedding and the trench backfill.

Tracer wire shall be installed as shown on the Drawings.

Tracer wire shall be continuous throughout the entire project, and shall be connected to any existing water tracer wire exposed through the course of the project.

END OF DOCUMENT 2017

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**DOCUMENT No. 1024 AIR RELEASE, AND AIR AND VACUUM VALVES (8/21/13)**

**1024.1. GENERAL**

Air release, and air and vacuum valves shall be installed in the locations and shall conform to the types and sizes shown on the Plans.

**1024.2. MATERIALS**

Air and vacuum valves shall be designed to allow large quantities of air to escape out the orifice when filling a pipeline and to close water tight when the liquid enters the valve. The air and vacuum valve shall also permit large quantities of air to enter through the orifice when the pipeline is being drained to break the vacuum. The valve shall consist of a body, cover, baffle, float and seat. The baffle will be designed to protect the float from direct contact of the rushing air and water to prevent the float from closing prematurely in the valve. The seat shall be fastened into the valve cover without distortion and shall be easily removed if necessary. The float shall be stainless steel designed to withstand 300 psi or more. The float shall be center guided for positive seating.

Air release valves shall be designed to release accumulated air from a pipe while the pipe is in operation and under pressure. Resilient seats shall be replaceable and provide drop tight shut-off to the full valve operating pressure rating of 150 psi.

The bolts and nipples of the valve must be tar coated for resistance to corrosion. Air release valves shall be "Valmatic" or APCO brand valves, or approved equal. Air and vacuum valves shall be APCO brand, or approved equal.

**1024.3. INSTALLATION**

Air release, and air and vacuum valves shall be installed in accordance with the manufacturer's recommendations.

Mechanical fittings, joints and appurtenances shall be assembled and installed using a torque measuring or torque-indicating wrench and per AWWA standards. The use of an impact wrench or similar construction method is prohibited.

END OF DOCUMENT 2019

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**DOCUMENT No. 1025 STAKING, EXCAVATION, BACKFILLING AND COMPACTING FOR SEWER LINES  
(12/30/14)**

**1025.1. GENERAL**

Before any excavation on the project, Contractor shall notify all local utility companies and "Call Before You Dig" at 1-800-227-2600. Excavation shall include the removal of all materials or obstructions of any nature, the installation and removal of all sheeting and bracing and the control of water necessary to construct the work as shown. Excavation work shall be performed in a safe and proper manner with suitable precautions taken against hazards of every kind. Sheeting and shoring shall conform to the requirements of OSHA and Section 305.06 of the Standard Specifications. There is a significant likelihood that groundwater will be encountered during structure excavation. Contractor shall be prepared to install and maintain pumping equipment necessary to control groundwater during construction.

Pumping to maintain sewer service will be required. Contractor shall have on site, sufficient sized pumps and length of hose to accomplish this task. Contractor shall have a backup pump available at all times. Contractor shall be responsible for all cleanups, fines or other ramifications resulting from a spill.

Back fill during freezing weather shall not be done except by permission of Construction Manager or his representative. No backfill material shall be installed on frozen surfaces, nor shall frozen materials, snow or ice be placed in any backfill.

**1025.2. REFERENCE SPECIFICATIONS AND STANDARDS**

Relative compaction or density, when hereinafter referred to, means the in-place dry density of the soil expressed as a percentage of the maximum dry density of the same soil as determined by the ASTM D1557 test procedure. The costs of site compaction or density testing shall be paid for by Carson City. The costs of all retests (from failed tests) shall be paid for by Contractor.

**1025.3. STAKING OUT THE WORK**

Contractor shall retain a Nevada Licensed Professional Land Surveyor, and the Surveyor or his Subordinates shall stake out the horizontal and vertical positions of all the Work. Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors found on the Drawings. Where new construction connects to existing facilities, Contractor shall pothole and establish the exact locations and elevations prior to construction of the facilities.

Construction surveying, at a minimum, should include the location and depth for manholes, and intermediate stakes for line and grade of the sewer lines. It shall be Contractors responsibility to expose the existing sewer lines at the points of connection for the new lines and to maintain the depths of cover and slopes as indicated on the Drawings. It will also be Contractor's responsibility to pothole existing utilities and, after approval by Construction Manager, modify the grade as required to match or avoid existing utilities while maintaining the general slope of the pipe.

**1025.4. TRENCH WORK**

Trench Configuration and Alignment:

Trenches shall be excavated to provide for the bedding as specified in subsection 11.1 Bedding.

The new pipeline shall be laid essentially as per the alignments and grades shown on the Drawings.

Trenches and other excavations shall have the minimum width which Contractor can effectively excavate and install the improvements. Excessive widths will not be permitted. Trenches shall have a minimum width of twenty four (24) inches greater than the outside diameter of the pipe to be installed. Deviations

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from this recommended width must be submitted to Construction Manager in writing for approval. The bottom of the trench shall be graded uniformly to provide a continuous bedding support under the pipe, and to allow the pipe to be laid to the grades and alignments shown in the Drawings.

### **1025.5. PIPE BEDDING**

The trench shall be over excavated to a depth of at least six (6) inches below the bottom of the pipe and backfilled to the required grade of the bottom of the pipe with bedding material. The pipe bedding shall be brought to optimum moisture content and compacted to not less than 90% relative density. The pipe bedding at the trench bottom shall have a flat or semicircular cross section. The bottom of the trench for all pipe shall be graded and prepared to provide a firm and uniform bearing surface throughout the entire length of each pipe section except for excavation required at joints. Pipe couplings shall not rest on the trench bottom and laying the pipe on mounds will not be allowed.

### **1025.6. BEDDING THROUGH THE PIPE ZONE**

After center loading the pipe to prevent lateral movement, select granular material free from stones, clods, or other deleterious material shall be placed in the trench simultaneously on each side of the pipe for the full width of the trench in layers not to exceed eight (8) inches in depth. Each layer or lift shall be compacted to at least 90% of maximum density, evenly, on each side of the pipe throughout the pipe zone. The pipe zone is to extend from bottom of the pipe to twelve (12) inches above the top of the pipe and shall be backfilled with bedding material as specified herein.

### **1025.7. BACKFILL ABOVE THE PIPE ZONE**

From twelve (12) inches above the top of pipe to the top of the trench, if not in existing pavement, or bottom of the pavement structure, if in existing pavement, pipe backfill shall consist of material as specified in subsection 11.2 Backfill. No oil cake, bituminous pavement, concrete, rock or other lumpy material shall be used in the backfill. Backfill material shall be compacted to not less than 90% relative density. All trenches shall be backfilled after pipe fittings and appurtenances have been installed, inspected and approved. All trash, wood, large rocks, waste material and other objectionable debris shall be removed from the excavation prior to any material being placed in the trench.

Where existing underground pipes or conduits larger than three (3) inches in diameter cross the trench above the new work, the backfill from the bottom of the trench to the spring line of the intersecting pipe or conduit shall be Crushed Gravel Base material, Type 2, Class B, Aggregate Base conforming to the requirements of Section 200.01.03 of the Standard Specifications, compacted to 90% of relative density. The aggregate base material shall extend two (2) feet on either side of the intersecting pipe or conduit which will insure that the material will remain in place while other backfill is placed.

Backfill by jetting shall not be allowed. Backfill shall be densified by mechanical compaction.

### **1025.8. SITE EXCAVATION**

The bottom of the excavation shall not be more than one-tenth (0.10) foot above or below the lines and grades specified. If the elevation of structure excavation is not specified the excavation shall be not more than one-tenth (0.10) foot above or below the elevation specified for fill material below the structure. Cut slopes shall vary no more than five-tenths (0.5) foot from specified grade unless the excavation is in rock where the maximum variation may be two (2) feet. Unless otherwise specified, excavations shall extend a sufficient distance from walls and footings to allow for placing and removal of forms, installation of services, and for inspection, except where concrete is specified to be placed directly against excavated surfaces. Upon completion of excavation, the existing subgrade shall be compacted to a minimum of 90% relative density.

Should the excavation be carried below the lines and grades specified on the Drawings, or should the bottom of the excavation be disturbed because of Contractor's operations and require over-excavation and

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backfill, Contractor shall refill such excavated space to the proper elevation in accordance with the procedure specified for backfill.

### **1025.9. ROCK EXCAVATION AND BLASTING**

No blasting will be permitted without the approval of Construction Manager. When blasting is permitted, it shall be done only by skilled operators and under the direction of a competent, properly licensed foreman.

Blasting will be permitted only when proper precautions are taken for the protection of persons, the work, and existing structures. Any damage done to persons, private property, the work, or existing structures shall be the responsibility of Contractor.

Blasting shall be done with explosives of such power and in such quantities and positions as not to make the excavation unduly large, or to shatter the faces of cuts which are to remain open. Excessive blasting or "overshooting" will not be permitted, and any material outside the authorized cross-section which may be shattered or loosened by blasting shall be removed and replaced with earth as herein specified, at Contractor's expense. Construction Manager shall have authority to require Contractor to discontinue any method of blasting which leads to "overshooting" or is dangerous to the public or destructive to property or to natural features.

Permits for blasting shall be obtained and paid for by Contractor.

### **1025.10. SHEETING AND SHORING**

Excavation for trenches shall be properly and substantially sheeted, braced, and shored as required by trench conditions. Sheeting, bracing, and shoring shall be designed and built to withstand all loads that might be caused by earth movement or pressure and shall be rigid, maintaining shape and position under all circumstances. Contractor's design for all sheeting and shoring shall be signed and sealed by a licensed Nevada Civil or Structural Engineer and the drawings submitted to Construction Manager prior to its construction.

During backfilling, any shoring shall be carefully removed by Contractor in such a manner as will result in a minimum of caving, lateral movement, or flowing of the soil. On approval of Construction Manager, Contractor may leave shoring in place, but in such an event, no payment will be made by Carson City for such materials left in place. Where trench shoring is left in place, it shall not be braced against the pipe.

### **1025.11. MATERIALS**

#### **11.1. Bedding**

- a. Pipe bedding material shall conform to the requirements of Section 200.03.02, Class A Backfill, of the Standard Specifications, except as noted on the drawings.
- b. Bedding shall be placed in accordance with Section 305.08, Bedding, of the Standard Specifications.

#### **11.2. Backfill**

- a. Trench backfill shall conform to the requirements of Section 200.03.06, Class E Backfill, of the Standard Specifications, unless otherwise specified.
- b. Trench backfill shall be placed and compacted in accordance with Section 305, Trench Excavation and Backfill, of the Standard Specifications.
- c. Backfill for any structure shall be Crushed Gravel Base material, Type 2, Class B, Aggregate Base conforming to the requirements of Section 200.01.03 of the Standard Specifications.
- d. If site excavated material meets the requirements for Class E Backfill but exceeds optimum moisture content, Contractor shall take whatever measures are necessary to dry the material to a compactable moisture content. No additional compensation shall be allowed for such measures. If site excavated material does not meet Class E Backfill requirements in accordance with the Standard Specifications, Contractor may be directed by Construction Manager to remove and

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dispose of the unsuitable material to an approved disposal location and import acceptable material.

**1025.12. PAVEMENT STRUCTURE**

- 12.1. Defined as that section from the top of the backfill to the road wearing surface. This section shall consist of Crushed Gravel Base material, Type 2, Class B, Aggregate Base conforming to the requirements of Section 200.01.03 of the Standard Specifications, compacted to 95% relative density overlaid with asphalt concrete at a depth to match the contiguous pavement, but not less than that specified for roadway sections. Refer to the Permanent Pavement Patch Detail on the Drawings and, if applicable, also refer to the Patching Details for Work within NDOT Right-of Way.

**1025.13. CONSTRUCTION**

- 13.1. Maximum Length of Open Trench

Except by permission of Construction Manager, the maximum length of open trench where prefabricated pipe is used shall be five hundred (500) feet, or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is the greater.

- 13.2. Control of Water

When water is encountered, Contractor shall furnish, install, maintain and operate all necessary machinery, appliances, and equipment to keep excavations free from water until the placing of the bedding material, laying and jointing of the pipe, pouring of concrete, and placing of the backfill material has been completed, inspected, and approved and all danger of flotation and other damages is removed. Groundwater pumped from the trench shall be disposed of in such a manner as will not cause injury to public or private property, or constitute a nuisance or menace to the public, and shall be subject to the prior approval of Construction Manager and all regulatory requirements of the State of Nevada. If well points are used for dewatering, they shall be removed or abandoned according to State of Nevada regulations.

- 13.3. Special Foundation Treatment

Whenever the bottom of the trench is soft, yielding, or in the opinion of Construction Manager otherwise unsuitable as a foundation for the pipe, the unsuitable material shall be removed to a depth approved by Construction Manager and replaced with suitable material approved by Construction Manager. Payment of this work will be made only if the bottom of the trench has become unstable due to circumstances beyond the control of Contractor. Payment for this work will be made as specified in subsection 6.4 Modification Procedures of the General Conditions, unless otherwise provided for in these Contract documents.

- 13.4. Restoration of Roadway Surfaces

All road shoulders and pavement which are broken or damaged due to Contractor's operations shall be reconstructed by Contractor at no additional cost to Carson City. Reconstruction shall be subject to the approval of Construction Manager.

- 13.5. Repairs Required by Trench Settlement

If, at any time during a one (1) year period from the date of final acceptance of the project, there is any settlement of the trenches requiring repairs to be made, or should any other defect appear in the system due to negligence or carelessness on the part of Contractor, Carson City will notify Contractor to immediately make such repairs as may be deemed necessary at Contractor's expense.

**1025.14. SURPLUS MATERIAL**

All surplus material shall be disposed of offsite in accordance with applicable ordinances and environmental requirements. Contractor shall be responsible for ultimate disposal of surplus material.

END OF DOCUMENT 3001

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**DOCUMENT No. 1026 SEWER MAINS, SERVICES & APPURTENANCES (4/14/03)**

**1026.1. SCOPE**

The work to be done under this section consists of furnishing labor, equipment, materials and incidentals and performing all work necessary for furnishing and installing sewer mains, manholes, pump stations, force mains and laterals.

Trench excavation and backfill shall conform to the requirements as specified in 0 Staking, Excavation, Backfilling, and Compacting for Sewer Lines of these Technical Specifications.

**1026.2. MATERIALS**

2.1. Gravity Sewer Pipe

Gravity Sewer Pipe shall be PVC SDR 35 pipe as specified in Section 203.15 of the Standard Specifications, unless otherwise noted on the drawings.

2.2. Pipe Fitting

Gravity Wyes and Bends

All fittings, wyes and bends shall be manufactured for the brand and type of pipe supplied. The joints shall be Neoprene or rubber-gasketed bell and spigot or with couplings to match pipe specifications.

All lateral connections shall enter the sewer main on a 45° angle in the center of the top quadrant. Laterals are not to drop straight in from the top of main.

2.3. Manholes

Manholes shall be precast, unless otherwise approved by Construction Manager, and as specified in Section 204 of the Standard Specifications, except as indicated on drawings. An approved water stop shall be placed on all PVC pipe entering the manhole.

**1026.3. WORKMANSHIP**

3.1. Pipe

The sewer pipe shall be installed according to Section 306 of the Standard Specifications. Variance from established line and grade shall not be greater than five hundredths of a foot from grade and not more than five hundredths of a foot from alignment, and shall always maintain the slope as specified on the drawings. Following the completion of the installation, the pipe shall be balled, flushed, and mandreled.

Contractor shall be required to use a pipe laser while installing the pipe for grade and alignment control.

3.2. Manholes

Bases shall be constructed to maintain invert flow slopes with minimum thickness of concrete under inverts and pipe entry into manhole as indicated on drawing details. Sections and extensions shall be laid straight and true with rim level. The joints shall be sealed with a double layer of an approved plastic or mastic material to exclude all groundwater. After setting each section, push with weight, such as backhoe bucket, with wood blocking to prevent damage, to set joint firmly to prevent future settling. After installation and before backfilling, fill/coat the upper interior 24-inch section joints/cracks as indicated on drawing details with an approved non-shrink grout. All manhole joints so grouted shall be at no additional cost to Carson City.

3.3. Sewer Line Tests

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### 3.3.1. Air Testing

The following provisions supercede Section 336.03.07.04, Air Pressure Tests, and Section 336.03.07.04.1, Test Requirements, of the Standard Specifications.

### 3.3.2. Amount of Testing

Contractor shall air test all the sewer lines after backfilling and settling of the trenches and shall furnish all equipment and personnel required to perform the tests. In addition to the air test of pipe, Contractor shall vacuum test all of the manholes. Any manhole which doesn't pass shall be repaired and retested until satisfactory.

To facilitate the detection of any leaks that may have occurred during the pipe laying operation, Contractor may, as his option, air test any or all of the sewer lines prior to backfilling. However, this test will be in addition to the required air or hydrostatic test following the backfilling and settling of the trench.

### 3.3.3. Leakage Allowance

The leakage allowance requirements of the air test shall be considered satisfied for the section of pipeline being tested if the time required for the pressure to decrease from 3.5 pounds per square inch (psi) to 2.5 psi is greater than 30 minutes between manholes.

### 3.3.4. Testing Procedure

The low pressure air test is a test which determines the rate at which air under pressure leaves an isolated section of pipeline. This rate indicates the presence or absence of pipe damage and/or pipe of poor quality. The test procedure is described as follows: The section of pipe to be tested is plugged at each end. The ends of all branches, laterals, and wyes which are to be included in the test are sealed or plugged. All plugs shall be carefully braced to prevent slippage and blowout due to internal pressure. One of the plugs provided must have an inlet tap or the provision for connecting an air hose.

Connect one end of the air hose to the inlet tap on the plug and connect the other end of the hose to portable air control equipment. The air control equipment can then be connected to a source of air supply such as a portable air compressor.

After the air hoses are properly connected, inject air into the test section. Monitor the air pressure so that the pressure inside the pipe does not exceed five (5) pounds per square inch gauge (psig).

When the pressure inside the test section reaches four (4) psig, throttle the air supply so that the internal pressure is maintained between four (4) and three and five-tenths (3.5) psig for at least two (2) minutes for the temperature of the air to come to equilibrium with the pipe walls.

After the temperature has been allowed to stabilize for the two (2) minute period, the air supply should be disconnected, and the pressure allowed to decrease to three and five-tenths (3.5) psig. At three and five-tenths (3.5) psig, a stop watch is to be started to determine the time required for the pressure to drop to two and five-tenths (2.5) psi.

### 3.4. Deflection Test

The following supercedes Section 336.03.09.01, Deflection Test for Plastic Pipe and Fittings, of the Standard Specifications:

Installed pipe shall be tested to insure that vertical deflections for plastic pipe do not exceed the maximum allowable deflection. For all pipes 27-inch ID or less, a mandrel shall be pulled through the pipe by hand to ensure that maximum allowable deflections, as shown in the following table, have not be exceeded.

Table 3002-1



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Nominal Size (inches)	SDR-35 ASTM Base Inside Diameter (inches)	Allowable Deflection (percent)	Mandrel Size (inches)
8	7.665	5	7.282
10	9.563	5	9.085
12	11.361	5	10.793
15	13.898	4	13.342
18	16.976	4	16.297
21	20.004	4	19.204
24	22.480	4	22.581
27	25.327	4	24.314

Deflection tests shall not be performed until after completion of placement and compaction of backfill. The pipe shall be flushed prior to testing. If the mandrel fails to pass, the pipe will be deemed to be overdeflected. All costs incurred by Contractor attributable to mandrel and deflection testing, including any delays, shall be borne by Contractor at no additional cost.

The mandrel shall

1. Have an odd number of legs (9 legs minimum) and be a rigid, nonadjustable mandrel having an effective length not less than its nominal diameter.
2. Be fabricated of steel; be fitted with pulling rings at each end; be stamped or engraved on some segment, other than a runner, indicating the pipe material specification, nominal size, and mandrel OD; and be furnished in a suitable carrying case labeled with the same data as stamped or engraved on the mandrel.

**3.5. Television Inspection**

Following completion of the pipe installation, and after the pipe has been balled, flushed, and mandreled, Carson City personnel will television inspect the sewer pipe installation. Contractor shall provide adequate notice to Carson City as to when lines will be ready for television inspection. Any obvious defects in grade, installation, materials, leaks or other problems shall be repaired by Contractor. Contractor shall provide all traffic control for Carson City's inspection.

**3.6. Vacuum Testing of Manholes**

The following provisions are added to the Standard Specifications

**336.03.07.05 Vacuum Tests of Manholes.** Contractor shall furnish all labor, equipment, and materials necessary to perform a manhole vacuum test. Vacuum test equipment shall be approved by Construction Manager or his representative Inspector. All vacuum tests shall be conducted in the presence of Construction Manager or his representative.

**336.03.07.05.01 Test Requirements.** Each manhole shall be tested immediately after assembly and prior to backfilling. All lift holes shall be plugged with an approved non-shrink grout. All pipes entering the manhole shall be plugged, taking care to securely brace the plug from being drawn into the manhole. The test head shall be placed at the inside of the top of the cone section and the seal inflated in accordance with the manufacturer's recommendations.

A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches. The manhole shall pass if the time is

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greater than 60 seconds for 48" diameter, 75 seconds for 60", and 90 seconds for 72" diameter manholes.

If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained.

**3.7. Water and Sewer Main Separations**

Water distribution and sewage collection lines must be laid in separate trenches at least 10 feet apart. In well drained dry ground where sewage flow is by gravity at greater than 2 feet per second, water lines may be in the same trench on undisturbed earth 6 feet horizontally and 3 feet vertically above the sewer line.

All water and sewer main crossings shall be protected by using C900-Class 150 pipe for the sewer main a distance of 10 feet on each side of the water main. No joints will be allowed within 10 feet of the water main. An alternate method of concrete encasement for the 10 feet on each side of the water main will also be allowed.

Sewer mains crossing water mains shall be laid to provide a minimum vertical distance of eighteen inches (18") between the outside of the water main and the outside of the sewer main. This shall be the case where the water main is either above or below the sewer. The crossing shall be arranged so that the sewer joints will be equal distanced and as far as possible from the water main joints. Where the water main crossed under a sewer, adequate structural support shall be provided for the sewer to prevent damage to the water main. In crossing areas where there is less than eighteen inches (18") vertical clearance and where C-900 pipe is used a minimum of six inches (6") between outside of sewer pipe and outside of water pipe is required.

END OF DOCUMENT 3002

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**DOCUMENT No. 1027 POLYVINYL CHLORIDE PIPE FOR SEWER (12/30/14)**

**1027.1. GENERAL**

This section covers sanitary sewer polyvinyl chloride pipe which shall be furnished and installed complete with all jointing materials, fillings and other appurtenances shown on the Drawings or otherwise required for a complete installation. Contractor shall furnish, install, and test pipe, fittings and appurtenances of the dimensions and types and to the lines and grades shown on the Drawings and specified herein.

**1027.2. UNLOADING PVC PIPE**

Prolonged exposure to temperatures near freezing make PVC sensitive to impact and extra care shall be taken in handling PVC during cold weather.

PVC pipe may be off-loaded by hand, either by passing over the side or off the truck end. Sliding one (1) length on another is standard practice in unloading PVC pipe, but lengths in the bottom layer shall be lifted off of the rough surface of the truck body to avoid erosion.

Compact shipping units (palletized bundles in a wood frame) are used to ship large orders of pipe. These units can be unloaded by conventional fork lifts.

**1027.3. MATERIALS**

3.1. Description

This specification covers PVC Solid Wall Pipe to be used for sanitary sewers, storm drains and house connection sewers. Pipe and fittings shall be made from PVC compounds as defined and described in ASTM D-1784 for Rigid Poly (vinyl chloride), Compounds and Chlorinated Poly (vinyl chloride) Compounds. Pipe and fittings shall meet the requirements of ASTM D-3034 PSM (SDR 35). The pipe and materials shall be made of PVC plastic having a cell classification of 1245B or 1245C (with minimum tensile modulus of 500.000 psi), as defined in ASTM D-1784.

3.2. Testing

Hydrostatic pressure test. A pipe joint constructed of joint compound shall not leak when subjected to an internal hydrostatic pressure of ten (10) pounds per square inch for a period of five (5) minutes.

3.3. Pressure Pipe

When called for on the Drawings, in the details or in these specifications, PVC pressure pipe shall conform to AWWA C900. Pipe class shall be as shown on the Drawings or as called for in these specifications and have an outside diameter equivalent to cast iron pipe. The standard pipe length shall be 20 feet.

**1027.4. IDENTIFICATION MARKS**

4.1. Pipe and couplings shall be clearly and permanently marked with all information required by AWWA C900.

4.2. Testing

All materials shall be sampled and tested in accordance with all requirements of AWWA C900. Pipe not manufactured in the U.S. shall be tested as required above by an approved testing laboratory within the U.S.

4.3. Affidavit of Compliance

The manufacturer shall furnish an affidavit of compliance certifying that all tests have been conducted and that the materials comply with the applicable standards and these specifications. Test information shall be retained and shall be available if required by Engineer.

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### 4.4. Couplings

Each length of pipe shall be furnished with a coupling consisting of either a PVC sleeve and two (2) sealing rings or an integrally cast bell and one (1) sealing ring designed to hold the pipe in alignment, provide flexibility, separate the ends of the pipe lengths, resist applied earth pressures and provide fluid tightness.

### 4.5. Rubber Rings

Rubber rings for joint sealing shall conform to ASTM D1869. All rubber rings shall be stored at a central point and distributed as needed. They shall be kept clean, away from oil, grease, excessive heat, and the electrical motors which produce ozone. If rubber rings are not to be used immediately, they shall be stored in their cartons, as shipped, in a cool, dark place out of the direct rays of the sun.

### 4.6. Joints

Joints may be solvent weld where the spigot wedges into a tapered socket and the surfaces fuse together. Solvent cements shall conform to ASTM-D2564 and assembly procedures shall conform to ASTM D-2855. Joints may be elastomeric gasket material providing a water tight seal. Elastomeric gasket joint assembly shall be in accordance with the pipe manufacturer's recommendations. Elastomeric compound shall comply in all respects with the physical requirements specified in ASTM 1869, C-361 or C-443.

## 1027.5. INSTALLATION

### 5.1. General

Installation shall conform to the manufacturer's recommendations except as modified by these specifications and as shown on the drawings.

All laying, jointing and testing for defects and leakage shall be performed in the presence of Engineer and shall be subject to his approval before acceptance. Materials found during construction to have defects will be rejected and Contractor shall promptly remove such defective material from the site.

### 5.2. Trenching and Backfill

Requirements for trenching, bedding, and backfill shall be as specified; as required by applicable permits and regulations; and as required by applicable safety codes.

Pipe shall be laid on a shaped trench foundation or shaped bedding as required and with properly dug bell or coupling holes. Supporting pipe on blocks or mounds or earth or bedding material will not be permitted.

### 5.3. Handling and Stockpiling

Pipe, fittings and accessories shall be handled in a manner that will insure installation in a sound, undamaged condition. Equipment, tools and methods used in unloading, reloading, hauling and laying pipe and fittings shall be such that the pipe and fittings are not damaged. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces. No unpadded hooks or wire brushes shall be permitted to contact plastic lining. Pipe and fittings in which lining has been broken, split or loosened shall be replaced by and at the expense of Contractor. Where damaged areas are small and readily accessible, Contractor may be permitted to repair the lining in accordance with the manufacturer's instructions. Store pipe on a flat surface so as to support the barrel evenly. Store random lengths separately where they will be readily available. Individual lengths of pipe should be stocked in pipes of no higher than three (3) feet. If pipe is to be stored outside for periods of longer than thirty (30) calendar days, the pipe must be covered to protect it from prolonged exposure to sun's rays. The pipe shall be covered with canvas or another opaque material which shall not be clear plastic sheets. Provisions shall be made for air circulation under the sheet.

### 5.4. Cutting

Cutting and matching of pipe shall be accomplished in accordance with the pipe manufacturer's standard recommendations. Pipe shall not be cut with a cold chisel, flame, standard iron pipe cutter, nor any other method that may fracture the pipe, produce ragged, uneven edges or split the pipe end. Cut ends shall be

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machined smooth to the proper dimensions.

### **5.5. Pipe Laying**

The pipe shall be laid to the lines and grades shown on the drawings and specified herein and the sections shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position, the bedding shall be checked for firmness and uniformity of surface. Contractor shall use a pipe laser or beam laser to assure grade and alignment. Carson City Public Works Department will waive the light test providing a pipe laser is used. Any deviation will be approved prior to construction by Project Engineer.

Proper implements, tools, and facilities as recommended by the pipe manufacturer's standard printed installation instructions shall be provided and used by Contractor for safe and efficient execution of the work. All pipe, fittings, valves, and accessories shall be carefully lowered into the trench by means of derrick, ropes, or other suitable equipment in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

The pipe and accessories shall be inspected for defects prior to lowering into the trench. Any defective, damaged or unsound pipe shall be repaired or replaced. All foreign matter or dirt shall be removed from the interior of the pipe before lowering into position in the trench. Pipe shall be kept clean during and after laying. All openings on the pipe line shall be closed with watertight expandable type sewer plugs or test plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood, or other similar temporary plugs will not be permitted.

### **5.6. Distributing Along the Trench**

Pipe should be strung as near the trench as possible, but, if the trench has not been dug; it shall be kept out of the way of the excavator. It shall be protected from blasting, traffic equipment or other hazards. Where damage as a result of vandalism could occur, only enough pipe for one day's laying shall be strung. The pipe shall be strung so that the bell ends point in the direction that the work is progressing.

### **5.7. Jointing**

Each pipe joint shall be joined either with a coupling consisting of a PVC sleeve and two (2) rubber gaskets, or an integral bell with one (1) rubber gasket.

The gasket and the gasket seal inside the collar or bell shall be wiped clean before the gasket is inserted. At this time a thin film of lubricant shall be applied to the gasket and to the outside of the clean pipe end. Lubricant other than that furnished with the pipe shall not be used. The end of the pipe shall be then forced into the collar or bell to complete the joint.

The assembly of the joint shall be made in accordance with the printed recommendations of the manufacturer. This shall be accomplished with an assembly tool if so recommended by the manufacturer, so that the resulting position of the sleeve shall be such that is centered over pipe ends. After assembly of the coupling, the rubber gasket location shall be checked with a suitable gauge. Gaskets for the full circumference of the pipe shall be located at a distance from the coupling or bell end as recommended by the manufacturer of the couplings, If the distance does not fall within required limits, the joint shall be disassembled and reassembled in an acceptable manner.

When pipe laying is not in progress, the open end of the pipe shall be closed by approved means to prevent trench water from entering the pipe. Adequate backfill shall be deposited on pipe to prevent floating of pipe. Any pipe that has floated shall be removed from the trench, cleaned, and re-laid in an acceptable manner. No pipe shall be laid when, in the opinion of Engineer, the trench conditions or weather are unsuitable for such work.

### **5.8. Installation of Fittings**

Fittings shall be installed utilizing standard installation procedures. Fittings shall be lowered into trench by means of rope, cable, chain, or other acceptable means without damage to the fittings. Cable, rope, or

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other devices used for lowering fitting into trench, shall be attached around exterior of fitting for handling. Under no circumstances shall the cable, rope or other device be attached through the fitting's interior for handling. Fittings shall be carefully connected to pipe or other facility, and joint shall be checked to insure a sound and proper joint.

END OF DOCUMENT 3003

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**DOCUMENT No. 1028 UNDERGROUND MARKING TAPE FOR SEWER (4/19/02)**

**1028.1. GENERAL**

Underground marking tape shall be installed above all buried sewer mainlines.

**1028.2. MATERIALS**

Tape shall be non-detectable marking tape of premium quality virgin, low density polyethylene, Carsonite International "Non-Detectable Tuff-Tape" or approved equal. Tape shall be three (3) inches wide and four (4) mil or greater in thickness, and shall be green and bear large printing denoting, "Caution Buried Sewer Line Below", or equivalent wording.

**1028.3. INSTALLATION**

Underground marking tape shall be installed according to the manufacturer's instructions and as shown on the Drawings.

Marking tape shall be continuous from Manhole to Manhole. Breaks in continuity will not be allowed. Any breaks or splices shall be made continuous by a simple knot tying two ends together. Tape shall be laid twelve (12) inches above the top of pipe between the bedding and the trench backfill.

END OF DOCUMENT 3004

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**DOCUMENT No. 1029 CONCRETE CUTTING AND/OR CORE DRILLING (12/30/14)**

**1029.1. SCOPE**

This section covers the cutting and core drilling of existing concrete vaults and manholes for tank and pipe installation.

All concrete shall be cut the full depth so as not to chip outside or inside walls when the cut area is removed.

Steel shall be cut and covered with one (1) inch of grout so as not to puncture pipe projecting through the opening.

All openings shall be cut larger than the size of the tank or pipe to be installed, as required by manufacturer for installation of a pipe penetration connector/seal.

When cutting a manhole in order to place a sewer pipe in the base, the base is to be ground out to match the new pipe inside diameter that is installed and the existing invert and new pipe invert are to match.

A pipe penetration connector/seal, KOR-N-SEAL I & II Wedge Type, or approved equal, shall be installed on all core drilled pipe penetrations of vaults or manholes.

Loading of the wall area above the hole cut for the tank or water pipe shall be prohibited until the pipetank or waterline is set, and the connector/seal is installed.

If an additional section of wall area is removed and repoured, a flexible type material three fourths (3/4) of an inch shall be placed between the tank or pipeline and the poured concrete. This material shall be approved prior to installation by Project Engineer. All cuts shall be sealed water tight on the exterior wall of the vault with plastic mastic before backfilling.

END OF DOCUMENT 3005



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### DOCUMENT No. 1030 CONCRETE STRUCTURES (4/21/08)

#### 1030.1. GENERAL

This Technical Specification covers all concrete structures including but not limited to bridges, culverts, headwalls, wingwalls, catch basins, manholes, retaining walls, abutments, piers, footings, foundations and similar structures as shown on the Plans and as specified herein.

All work to be performed shall be per Section 311, "Concrete Structures and Masonry Construction" of the Standard Specifications and these Technical Specifications. Also refer to 0 Concrete Formwork and 0 Concrete Reinforcement, of these Technical Specifications.

Except where the provisions of these Specifications are more exacting, the work of this section shall comply with all applicable provisions of the latest edition of the appropriate specifications of the American Society for Testing & Materials (ASTM) and the provisions of the American Concrete Institute (ACI).

#### 1030.2. SUBMITTALS

Contractor shall submit a mix design for approval for each class of concrete to be used in the Work at least two (2) weeks prior to anticipated placement.

#### 1030.3. DESIGNING & PROPORTIONING CONCRETE

Concrete mix designs shall be prepared and submitted for approval for all classes of concrete to be used on the Project per Section 337.10, "General Structural Use Portland Cement Concrete" of the Standard Specifications.

If concrete is to be pumped, provide separate mix designs for all classes of concrete to be pumped. Slump tests for pumped concrete shall be taken at truck or pump hopper.

Drying shrinkage shall not exceed the indicated values after a seven (7) day curing time and a twenty-eight (28) day drying time when tested in accordance with ASTM C 157.

Approval of the mix design by Construction Manager does not relieve Contractor from full compliance with the strength, shrinkage and other requirements of these Technical Specifications.

#### 1030.4. SAMPLING AND TESTING

Testing and certification of the component materials shall be the responsibility of Contractor. Testing of the end product as placed in the work shall be the responsibility of Carson City.

Batch plant and field inspection will be performed by a testing laboratory selected and paid for by Carson City.

Sampling and/or testing of the in-place concrete necessitated by reasons of unsatisfactory test results from control cylinders will be performed at the expense of Contractor, unless such testing indicates that the concrete meets the Specifications, in which case Carson City shall pay the expense of the testing.

All sampling and testing of component materials shall be performed in accordance with the following standard methods:

#### 1030.5. CONCRETE

Inspection and testing of concrete shall be performed per Section 336, "Inspection and Testing" of the Standard Specifications.

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If the average strength of five (5) consecutive tests of standard-cured cylinders falls below required compressive strengths, Construction Manager shall have the right to order a change in the mix proportions for the remaining portions of the structure. If the average strength of the job-cured cylinders falls below the required strength, he may require tests in accordance with ASTM Methods of Securing, Preparing and Testing Specimens from Hardened Concrete for Compressive and Flexural Strengths (ASTM C 42), or under load tests to be made of the portions of the structure so affected.

Drying shrinkage tests will be made as directed by Construction Manager. Test specimens shall be taken in the field during construction as directed by Construction Manager to determine compliance with these Specifications. Drying shrinkage specimens shall be fabricated, cured, dried and measured as specified in ASTM Specifications C 157. Measurements shall be made and reported for seven (7), fourteen (14), twenty-one (21), and twenty-eight (28) calendar days of drying. The effective gauge length of the specimens shall be a minimum of ten (10) inches. Longer gauge lengths are acceptable. Specimen size shall be four inches by four inches (4" x 4"). Compression test specimens shall be taken in each case from the same concrete as used for preparing drying shrinkage specimens. These test specimens shall be considered as part of the normal test for the project.

Inspection of Reinforcing Steel and Concrete forms will be required before any concrete may be poured. Contractor shall give Construction Manager a minimum of twenty-four (24) hours advance notice of each concrete pour so arrangements can be made for inspection and testing. The testing laboratory or an authorized representative of Carson City shall be present during the placing of all concrete to monitor the quality and slump of the concrete and the workmanship of placing and finishing. The testing laboratory or authorized representative shall make all necessary slump tests and prepare all required cylinders.

### **1030.6. MATERIALS**

Materials for Portland Cement Concrete shall be per Section 200.05, "Aggregates for General Structural Use Portland Cement Concrete" and Section 202, "Cement and Related Materials" of the Standard Specifications.

#### **6.1. Admixtures**

Any admixtures used shall conform to the appropriate requirements of ASTM Standards, and shall be approved by Construction Manager before being used. CALCIUM CHLORIDE OR OTHER ACCELERATING ADMIXTURES WILL NOT BE APPROVED UNDER ANY CIRCUMSTANCES.

#### **6.2. Classes of Concrete**

The various concrete mix designs to be used are as follows:

#### **6.3. Class "A" Concrete**

Class "A" concrete shall develop a minimum compressive strength of 3,250 pounds per square inch (psi) in twenty-eight (28) calendar days, combined mix shall weigh approximately 145 pounds per cubic foot (pcf) air dry, coarse aggregate shall be size No. 67 (3/4-inch maximum); 3-inch maximum slump, no admixtures required, maximum shrinkage equal to 0.065%.

#### **6.4. Lightweight Class "LA" Concrete**

Lightweight concrete shall be Class "L.A." per Section 311.21, "Lightweight Concrete Construction" of the Standard Specifications but shall develop a minimum compressive strength of 3,250 pounds per square inch (psi) in twenty-eight (28) calendar days, with 3 inch maximum slump, coarse aggregate size No. 67 (3/4-inch maximum), maximum shrinkage equal to 0.055%.

#### **6.5. Freeze - Thaw Environment Concrete**

All concrete exposed to freeze-thaw environments shall meet the requirements of Section 337.10.01.01, "Portland Cement Concrete Exposed to Freeze-Thaw Cycles", of the Standard Specifications.

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### 1030.7. EXECUTION

#### 7.1. Conduits and Other Embedded Items

When electrical conduits, pipes or other items are embedded in the concrete, they shall be of such character and so located as not to reduce the strength of the construction. Conduits or pipes less than 3/4-inch in diameter will not be regarded as reducing the strength of the structure. The location of any other item embedded in the concrete shall be verified with Construction Manager.

### 1030.8. MIXING AND PLACING CONCRETE

#### 8.1. Preparation of Equipment and Place of Deposit

Before batching concrete, all equipment for mixing and transporting the concrete shall be cleaned, and all debris and ice shall be removed from the places to be occupied by the concrete. Forms shall be thoroughly wetted (except in freezing weather). The reinforcement shall be thoroughly cleaned of ice, dirt, rust, scale, or other coatings.

Water shall be removed from the place of deposit before concrete is placed. All laitance (green concrete) and other unsound materials shall be removed from hardened concrete before additional concrete is added. Laitance shall be removed by water jet or sand-blasting.

#### 8.2. Mixing

Ready-mixed concrete shall be mixed and delivered in accordance with Specifications for Ready-Mixed Concrete (ASTM C 94).

Job-mixed concrete will not be permitted under any circumstances.

Mixing equipment shall not be charged beyond its rated capacity; transit mix trucks loaded beyond their rated mixing capacities will not be permitted to discharge.

Plant and equipment for proportioning, mixing and conveying concrete shall be subject to Engineer's approval.

#### 8.3. Conveying

Equipment for cutting, pumping, pneumatically and conventionally conveying concrete shall be of such size and design as to ensure a practically continuous flow of concrete from the mixer to the place of final deposit without separation or loss of materials.

#### 8.4. Placing

Placing concrete shall be per Section 311.10, "Handling and Placing Concrete", of the Standard Specification and these Technical Specifications. Concrete shall be deposited in the forms within one hour after the addition of the mixing water. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The placing of concrete shall be carried on at such a rate that concrete is at all times plastic and flows readily into the spaces between the bars. No concrete that has been contaminated by foreign material shall be used.

Once placing is started, it shall be carried on as a continuous operation until placement of the panel or section is completed.

All concrete shall be thoroughly compacted by means of approved vibrators during the operation of placing and shall be thoroughly worked around reinforcement, embedded fixtures, and into the corners of the forms. Vibrators shall be used for consolidation of the concrete only, and care shall be taken to avoid excessive vibration. At least one spare vibrator shall be maintained on the job at all times during the placing of concrete.

Such surfaces as are to be finished shall be brought to proper grade, struck off and finished in a

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workmanlike manner. In the case of floor slabs, precautions must be taken to be sure that the total thickness shown on the Plans exists at all places. Care shall be taken to avoid excessive "jitter-bugging".

Contractor's superintendent in charge of the concrete work shall mark in ink on the Plans the time and the date of placing of concrete in the different members. These Plans shall be kept on file at the job until the completion of the structure, and shall be subject to the inspection of Construction Manager at all times.

### **8.5. Finishing of Formed Surfaces**

All finishing of structure concrete shall be per Section 311.14, "Surface Finishes" of the Standard Specifications.

### **8.6. Weather Protection**

#### **8.6.1. Cold-Weather Requirements**

Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather. No frozen materials or materials containing snow or ice shall be used.

All reinforcement, forms, fillers and ground with which the concrete is to come in contact shall be free from snow and ice. Whenever the temperature of the surrounding air is below 40 degrees F., all concrete placed in the forms shall have a temperature of 45 degrees F. or higher after placement. Adequate means shall be provided for maintaining this temperature for five (5) calendar days. When high-early strength concrete is used, a temperature of at least 45 degrees F. shall be maintained for three (3) calendar days. In either case, any additional time necessary to ensure proper curing of the concrete shall be provided as directed by Construction Manager. The housing, covering, or other protection used in connection with curing shall remain in place and intact at least twenty-four (24) hours after the artificial heating is discontinued. No dependence shall be placed on salt or other chemicals for the prevention of freezing.

#### **8.6.2. Hot Weather Requirements**

In hot weather, suitable precautions shall be taken to avoid drying of the concrete prior to finishing operations. Use of windbreaks, sunshades, fog sprays or other devices shall be provided as needed. Provision shall be made for maintaining concrete in a moist condition by means of mats, kraft paper, or plastic film with all edges sealed for a period of at least five (5) calendar days after placement.

Concrete deposited in hot weather shall not have a placing temperature that will cause difficulty from loss of slump, flash set, or cold joints. Concrete temperature shall be less than 75° F., unless higher temperatures are permitted by Construction Manager.

### **1030.9. STRUCTURE BACKFILL**

Structure backfill may not be placed against any structure until the concrete has gained 80% of the design strength, as determined by compressive strength tests.

END OF DOCUMENT 4001

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**DOCUMENT No. 1031 CONCRETE FORMWORK (4/18/08)**

**1031.1. GENERAL**

Formwork for concrete structures shall be per Section 311, "Concrete Structures and Masonry Construction" of the Standard Specifications and these Technical Specifications and as shown on the Plans.

All inserts, anchors, hangers, bolts, pipe sleeves, structural steel shapes, and other imbedded items shown on the Plans shall be installed under this section of the work.

All inserts, anchors hangers, bolts, etc., specified in conjunction with other trades shall be furnished and installed by the trade concerned and under the supervision of this Contractor.

**1031.2. REFERENCED STANDARDS**

Construct and erect concrete formwork in accordance with applicable section of the following referenced standards and applicable construction safety regulations for the place of work:

ACI 318 and 2006 I. B. C. Section 1908 - Modifications to ACI 318.

ACI 318, Section 6.1 - Recommended Practice for Concrete Formwork.

Materials delivered to the job shall be stored and protected so that there will be no inclusion of foreign or undesirable matter and no exposure to any element which would reduce the useful properties of the material.

**1031.3. MATERIALS**

Plywood for exposed surfaces shall be Douglas Fir plywood conforming to American Plywood Association requirements for B-B PLYFORM, Class I or II. Alternate equal form material shall be subject to approval by Engineer prior to use.

Lumber for forming foundation and other minor surfaces shall be Douglas Fir or equal.

Nails, spikes, lag bolts, through bolts, anchorages, etc., shall be sized as required to rigidly maintain formwork in place during concrete placement.

Form ties shall be a snap-off metal type designed such that no metal will remain within one and one quarter inch (1-1/4") of the finished concrete surface after ties are snapped.

Form release agent shall be colorless mineral oil or other agent which will not stain concrete or impair natural bonding or color characteristics of finished concrete coating.

Fillets for chamfered corners shall be one (1) inch by one (1) inch rigid foam plastic or clear pine furnished in maximum possible lengths.

**1031.4. EXECUTION**

Contractor shall be responsible for the design of all forms and false work supports. The design of all forms shall insure that the various members are not stressed more than allowed by the International Building Code for the materials used.

Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Plans.

Care shall be taken to insure that forms are true to the required lines, grades, and surfaces so as to give a uniform, neat and workmanlike finish to all concrete surfaces. Form supports shall be of sufficient strength,

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properly braced, and on adequate foundations so that there shall be no settlings or distortion when the weight of the concrete is added. Forms for all concrete shall be of such strength and construction as to prevent any spread, shifting, or settling when concrete is deposited therein, and shall be tight enough to avoid any leakage or washing out of cement mortar from the concrete.

Arrange and assemble formwork to permit dismantling and stripping, so that concrete is not damaged during its removal.

Arrange forms to allow stripping without removal of principal shores, where and when these are required to remain in place.

Apply form release agent on formwork in accordance with manufacturer's recommendations. Apply prior to placing reinforcing steel, anchoring devices, and embedded items. Do not apply form release agent where concrete surfaces will receive finishes which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete, except in freezing weather.

Provide formed openings where required for pipes, conduits, sleeves, and other work to be embedded in and passing through concrete members.

Locate and set in place items which will be cast directly into concrete.

Coordinate work of other sections and cooperate with trade involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.

Install concrete accessories in accordance with manufacturer's recommendations; straight, level, and plumb. Ensure items are not disturbed during concrete placement.

All exposed concrete corners shall be chamfered three quarter (3/4) inch or tooled unless otherwise shown on the Plans.

When a concrete pour has been stopped for a sufficient length of time so that shrinkage or warp has separated the forms and the concrete, provisions shall be made to draw the forms into firm contact with the concrete before placing additional concrete. Care must be taken to prevent any shoulders or ledges being formed at a cold joint.

Shear keys shall be formed at junctions between floors and walls.

Forms to be reused shall be in good condition and shall be thoroughly cleaned before being used.

### **1031.5. TOLERANCES**

The following maximum tolerance shall be allowed for form construction:

Deviation from horizontal and vertical lines respectively:

1/4 inch in 10 feet;

3/8 inch in 20 feet;

Deviation in cross sectional dimensions in thickness of slabs and walls; plus or minus 1/4 inch.

All other; plus or minus 1/2 inch.

Individual form members shall be sufficiently rigid so as to limit deflection between supports to not more than L/360.

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**1031.6. CLEANING**

Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water drain. Close temporary ports or openings with tight fitting panels flush with inside face of forms, neatly fitted so that joints will not be apparent in exposed concrete surfaces.

Clean forms as erection proceeds to remove foreign matter. Remove cuttings, shavings, and debris within forms. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean out ports.

During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out completed forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

**1031.7. FORM REMOVAL**

Do not remove forms, shores, and bracing until concrete has gained sufficient strength to carry its own weight and construction loads which are liable to be imposed upon it. Verify strength of concrete by compressive test results.

Remove formwork progressively and in accordance with code requirements and so that no shock loads or unbalanced loads are imposed on the structure.

Loosen forms carefully. Do not wedge pry bars, hammers, or tools against concrete surfaces.

Remove forms not directly supporting weight of concrete as soon as stripping operations will not damage concrete.

END OF DOCUMENT 4002

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**DOCUMENT No. 1032 CONCRETE REINFORCEMENT (5/10/01)**

**1032.1. GENERAL**

Reinforcing steel and its placement in concrete structures shall be per Sections 206, "Reinforcing Steel", 311, "Concrete Structures and Masonry Construction", and 326, "Reinforcing and Structural Steel" of the Standard Specifications, these Technical Specifications, and as shown on the Drawings.

All concrete work shown or required is steel reinforced unless specifically shown as "plain concrete." Where reinforcing is not shown on a drawing and the drawing is not marked "plain concrete", then it shall be reinforced the same as other similar work where reinforcing is shown or detailed.

**1032.2. REFERENCED STANDARDS**

Applicable sections of the latest edition of the following referenced standards are incorporated as a part of this specification:

ACI 318 - Building Code requirements for Reinforced Concrete.

CRSI 63 - Recommended Practice for Placing Reinforcing Bars.

CRSI 65 - Recommended Practice for Placing Bar Supports Specifications, and Nomenclature.

ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

ACI 315 - American Concrete Institute - Manual of Standard Practice.

**1032.3. QUALITY CONTROL**

Inspection of Reinforcing Steel: Before any concrete may be placed on any particular portion of the work, the reinforcing steel shall be checked and approved by Engineer or his representative. Any errors or discrepancies found by him shall be corrected before concrete may be placed. Such check and approval shall not relieve Contractor from responsibility for full compliance with contract requirements.

3.1. Shop Drawings

Shop drawings of all reinforcing steel shall be submitted to Engineer for approval prior to fabrication. Drawings shall clearly indicate bar sizes, spacings, locations, and quantities, bending, and cutting schedules, and supporting and spacing devices. Submit shop drawings as single copy reproducibles, such as sepia prints.

**1032.4. MATERIALS**

Reinforcing steel shall be deformed bars conforming to ASTM A 615, Grade 40. At Contractor's option, Grade 60 may be used in lieu of Grade 40.

All steel for reinforcing shall be new, unrusted stock, free from mill scale and without dirt, rust, or contaminants other than may have accumulated in prompt delivery to the work.

4.1. Accessories Material

Tie Wire

Minimum 16-gauge annealed type, or patented system accepted by Engineer.

Chairs, Bolsters, Bar Supports, Spacers



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Sized and shaped for strength and support of reinforcing during construction conditions. Spacer or support bars required for the proper placement of reinforcement shall be provided whether or not shown on the Drawings.

Chairs or bolsters in areas of exposed concrete shall be non-corrosive, and Contractor shall be responsible for selecting a class of chair suitable for the use and finish of the concrete. All bar supports used shall have a minimum protection of Class B.

### 4.2. Fabrication

Fabricate concrete reinforcing in accordance with ACI 315.

Locate reinforcing splices, not indicated on Drawings, at points of minimum stress. Location of splices shall be subject to Engineer's approval.

### **1032.5. EXECUTION**

Reinforcement shall be accurately placed and securely tied at intersections with 16 gauge black annealed wire. It shall be maintained in proper position by chairs, bar supports, or other approved devices. Bars in footings shall be supported on 3" precast blocks.

Bars shall lap not less than 30 bar diameters unless otherwise indicated. Splices in adjoining horizontal bars shall be staggered at least 6 feet.

Where this is not feasible, submit suggestions for Engineer's consideration. Horizontal bars shall be hooked around corners not less than 30 bar diameters.

Concrete protection of reinforcing shall be not less than 1-1/2 inches clear from formed surfaces exposed to air and 2-inches clear where exposed to soil or water, unless otherwise indicated. Reinforcing shall be properly supported to maintain this position during concrete placement.

Wherever conduits, piping, inserts, sleeves etc., interfere with the placing of reinforcing steel as shown or called for, Contractor shall consult with Engineer and secure from him the method of procedure before pouring any concrete. The binding or field cutting of bars around openings or sleeves will not be permitted without Engineer's approval.

END OF DOCUMENT 4003

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**DOCUMENT No. 1033 CEMENT SLURRY (5/1/13)**

**1033.1. ENCASEMENT**

To comply with NAC 445A.6715 through 445A.6718, any encasement of either a water line or sewer line due to separation requirements of the above NAC Sections shall be of a Cement Slurry. The Cement Slurry shall be as specified in SSPWC Section 202.02, Slurry Backfill except as herein modified. SSPWC Section 202.02.06.02, Slurry Backfill Design Strength is superceded by the following: Cement Slurry shall have a design compressive strength ranging from 300 to 350 psi as determined by ASTM 4832; Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.

**1033.2. WATER STOPS & CUT-OFF COLLARS**

Water stops or cut-off collars, where shown on the drawings, shall be constructed with Cement Slurry as specified above.

**1033.3. ABANDONMENTS**

Where the drawings call for abandonment of existing water lines or sewer lines by slurry fill, the Cement Slurry shall be as specified in SSPWC Section 202.02, Slurry Backfill except as herein modified. SSPWC Section 202.02.06.02, Slurry Backfill Design Strength is superceded by the following: Cement Slurry shall have a design compressive strength ranging from 50 to 200 psi as determined by ASTM 4832; Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders. At Contractors option, Cement Slurry, as specified in subsection 1033.1 Encasement, may be substituted at no additional cost to Carson City.

END OF DOCUMENT 4004

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**DOCUMENT No. 1034 CONCRETE CURB, GUTTER, WALKS, AND DRIVEWAYS (4/11/07)**

**1034.1. GENERAL**

This section includes any sawcutting and concrete removal, forming, pouring, and finishing curb, gutters, walks, and driveways.

**1034.2. REFERENCE SPECIFICATIONS AND STANDARDS**

Unless otherwise specified herein, all work shall conform to the Standard Specifications.

**1034.3. MATERIALS**

All Portland Cement Concrete, unless otherwise indicated, shall have synthetic fiber-reinforcement (at a minimum of 1 lb/CY) with a coarse aggregate gradation conforming to Size No. 67 in Section 200.05.03 of the Standard Specifications, and shall have a 1 to 4 inch slump and 4 to 7 percent entrained air. The minimum 28-day compressive strength shall be 4000 psi. Cement shall be Type II.

**1034.4. SUBGRADE**

The subgrade shall be prepared as specified in Subsection 302.02 of Standard Specifications.

All subgrade shall be compacted to a relative compaction of not less than ninety (90) percent for a minimum depth of six (6) inches, in accordance with test procedures set forth in ASTM D1557-70, Method C.

**1034.5. DIMENSIONS**

Unless specified otherwise, the minimum thickness for concrete walks shall be four (4) inches. All other dimensions shall be as shown on the drawings.

**1034.6. DRAINAGE OUTLETS**

Contractor will be required to provide suitable outlets through new curb for all existing building drains along the line of work.

The fully depressed curb opening at driveway entrances shall be one (1) inch above gutter flow line at the curb face. The top of the fully depressed portion of the curb shall be finished to a transverse 3/4 inch slope toward the gutter.

Where walk is to be constructed across driveways to commercial establishments, the thickness thereof shall be six (6) inches, unless otherwise specified on the drawings. At residential driveways, the thickness of the walk will be four (4) inches unless otherwise specified.

**1034.7. FORMING**

All forming shall be done in accordance with Subsection 312.06 in Standard Specifications.

7.1. Slip Forms

At the option of Contractor, and with the approval of Engineer, slip form equipment may be used for the construction of curb and gutter. The slip form equipment shall conform to the requirements in Subsection 312.07 in Standard Specifications.

**1034.8. PLACEMENT**

Concrete shall be placed for curb, gutters, walks, and driveways as specified in Subsection 312.08 in Standard Specifications.

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**1034.9. JOINTS**

Joints in concrete curb, gutter, and walks shall be designated as expansion joints and weakened plane joints, and shall be constructed as specified by Subsection 312.09 in Standard Specifications.

**1034.10. FINISHING AND CURING**

Finish work and curing shall conform to specifications in Subsection 312.10 and 312.11 in Standard Specifications.

**1034.11. DEFECTIVE WORK**

Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by Contractor at no expense to Carson City.

**1034.12. REMOVAL OF EXISTING CONCRETE CURB, WALK, GUTTERS, CROSS GUTTERS, AND DRIVEWAYS**

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of one and a half (1-1/2) inches. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. Curb, gutters, sidewalks and driveways shall be removed to the nearest weakened plane joint or, if within four feet (4') of an expansion joint to that expansion joint. No section to be replaced shall be smaller than thirty (30) inches in either length or width. Curb and gutter shall be sawed to a depth of one and one half (1-1/2) inches on a neat line at right angles to the curb face.

All materials removed shall be hauled from the site, at Contractor's expense, to a recognized landfill site approved by Engineer, unless otherwise specified. The construction area shall be left with a neat and finished appearance.

Existing improvements, adjacent property, utilities and other facilities, and trees and plants that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.

**1034.13. BACKFILLING AND CLEANUP**

Backfilling to the finished surface of the newly constructed improvement must be completed before acceptance of the work.

Upon completion of the work, the surface of the concrete shall be thoroughly cleaned and the site left in a neat and orderly condition.

END OF DOCUMENT 4005

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### DOCUMENT No. 1035 PRECAST CONCRETE VAULTS (7/13/10)

#### 1035.1. GENERAL

This section specifies the concrete work and appurtenances required for precast concrete vaults. Vaults shall be constructed of reinforced concrete sections and shall conform to the minimum dimensions shown on the Drawings. Cast-in-place vaults will be considered acceptable only after approval is granted by Engineer. Contractor shall submit to Engineer four (4) sets of shop drawings showing size and placement of reinforcing steel, etc. and structural calculations for the vault design sealed by a licensed Civil Engineer. Vaults shall be designed for a minimum H20-44 traffic loading.

#### 1035.2. MATERIALS

##### 2.1. Precast Concrete Sections

Precast sections shall be cast in a yard specializing in precast concrete materials. Contractor shall submit Shop Drawings of the proposed structure for review prior to construction. Drawings must provide information for complete review including dimensions, reinforcement design calculations and layout, etc.

All vaults shall be certified by in-house Engineers employed by the pre-casting company in order to establish the strength of the concrete, the adequacy of curing, the date the vaults were cast and that the steel has been properly placed. The cost of these tests shall be included in the various unit price Contract Items and no special payment will be made therefore. This testing shall be performed by the laboratory at Contractor's manufacturing plant, prior to shipment.

At least three (3) cylinders shall be taken each day that vaults are cast, with batch samples to be designated by the laboratory representative. At least one (1) set of cylinders shall be taken for each nine (9) cubic yards of concrete used in the construction of the precast vaults. These samples shall be tested for strength. If the samples fail to meet minimum concrete strength requirements set forth in the Specifications, all vault sections manufactured from the concrete from which the cylinders were made will be considered rejected.

In addition, Carson City reserves the right to core vaults either at the site or point of delivery to validate strength of concrete and placement of steel. If cores fail to demonstrate the required strength or indicate incorrect placement of reinforcing steel, all sections not previously tested will be considered rejected until sufficient additional cores are tested, at Contractor's expense, to substantiate conformance to these requirements.

##### 2.2. Concrete

All concrete used in the construction of vaults shall have a minimum twenty-eight (28) calendar days compressive strength of 4,000 psi and shall have a mix design prepared per Standard Specifications Section 202.01.08.01, "Concrete Mix Design".

##### 2.3. Curing

All concrete shall be cured in accordance with any one of the methods specified in ASTM 478. The facilities for curing shall, however, be subject to the review and prior approval of Engineer. No precast concrete shall be delivered to the job site until the specified minimum compressive strength of 4,000 psi, as determined by crushing tests on cured concrete cylinders, has been obtained.

##### 2.4. Access Opening

The access opening shall be installed as shown on the Drawings.

##### 2.4.1. Frames and Covers

Frames and covers shall be cast of gray iron conforming to ASTM A48 Class 30. Unless specified

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otherwise, cover shall be of the double leaf opening type, cast in place. Frame shall be securely attached to the top precast shaft unit or section of the vault.

### 2.5. Access Doors & Ladders

Options for access doors may range from a manhole to a prefabricated style door. Access door and frame for the prefabricated style shall be Bilco Brand, or approved equal, and shall have 1/4-inch steel or aluminum diamond pattern capable of withstanding designed loads as shown on the Drawings. Door shall be equipped with heavy forged brass hinges, stainless steel pins, spring operators for easy operation and an automatic hold open arm with release handle. A snap lock with removable handle shall be provided. Cast in portion of frame shall be coated with bituminous paint prior to casting into concrete. Where double leaf doors are required, a safety chain shall be installed on the doors. A ladder shall be installed as per plan, bolted to vault wall and shall include a "ladder-up" safety post, Bilco Brand or approved equal. Doors shall include a flush mount access panel for a locking hasp and pad-lock assembly. Lid shall be marked by welding 2" letters indicating "WATER" or "RCW" as indicated on the drawings.

### 2.6. Joint Sealing Compound

Precast sections shall be jointed with a preformed joint sealing compound, "Ram-Nek", manufactured by K. T. Snyder Company, Inc., Houston, Texas, "Quikset" manufactured by Quikset Utility Vaults, Santa Ana, California, or equal, applied in accordance with the manufacturer's instructions.

### 2.7. Waterproofing

The interior of the vault shall be coated with one coat of gray plus one coat of white water sealant, Latex Base DRYLOK Masonry Waterproofer, or approved equal. The exterior of the vault shall be coated with one coat of fluid-applied elastomeric waterproofing, Vulkem 201 or 222 Waterproofing Membranes, or approved equal. The precast vault does not require an elastomeric sheet at seam locations.

## 1035.3. INSTALLATION

### 3.1. Transportation of Delivery

Every precaution shall be taken to prevent injury to the precast sections during the transportation and unloading of the sections. The precast sections shall be unloaded using skids, pipe hooks, rope slings, or suitable power equipment, if necessary and the sections shall be under perfect control at all times. Under no condition shall the precast sections be dropped, dumped or dragged.

If any precast section is damaged in the process of transportation, or handling, such section shall be rejected and immediately removed from the site and replaced at Contractor's expense.

### 3.2. Excavation and Backfill

Excavation and backfill shall be done as specified in 0 Staking, Excavation, Backfilling and Compacting for Water Lines of these Technical Specifications. Contractor is to be aware of high ground water conditions which may cause flooding or floating of the vault.

### 3.3. Joint Sealing Compound

The sealing compound shall be applied as follows:

- a. The joint shall be cleaned with a brush.
- b. The Silicon treated protective paper shall be removed from one side of the preformed rope and preformed rope shall be laid paper side up on the cleaned joint surface. The surface shall be pressed firmly end-to-end around the entire joint making one (1) inch laps where necessary.
- c. The protective paper shall be removed from the preformed rope and the next section shall be lowered into place.

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- d. Sufficient preformed joint sealing compound shall be installed so as to completely fill the joint and show a "squeeze-out" on the inside and outside of the joint.

### **3.4. Pipe and Fittings**

All pipe and fittings, including installation shall conform to the provisions of the Specifications for the designated pipe and fittings.

### **3.5. Elevation and Installation**

Each section shall be set perfectly plumb. Sections of various heights shall be used in order to bring the top of the vault access opening to the required elevation.

The elevations at which access openings are to be set shall conform to the requirements set forth on the Drawings, but in all cases shall be governed by Engineer in the field. Where the access opening is within the roadway or shoulder, it is to be placed flush with the existing surface. Where the structure is outside the limits of the traveled shoulder, but not in roadside ditch, it should be placed one-tenth (1/10) foot or more above the existing ground surface. Where the access opening falls within the existing roadside ditch or right of way, it is to be placed approximately one and one half (1-1/2) feet above the existing ground surface or as directed by Engineer.

### **3.6. Concrete Finish**

Concrete walls, roof and floor shall have surface defects repaired and have a minimum rough form finish as specified in the ACI (American Concrete Institute) Manual of Concrete Practice Section 301, Chapter 9 and 10. Interior surfaces of the vault shall be painted with two coats of water resistant acrylic-vinyl white paint as specified in DOCUMENT No. 1044 Painting of these Technical Specifications. Exterior surfaces of the vault shall be painted, to a depth of six inches (6") below the final grading line as specified in DOCUMENT No. 1044 Painting of these Technical Specifications, with color to be selected by Carson City.

### **3.7. Cleaning**

Vaults walls, floor and ceiling shall be cleaned of any foreign debris, including forms, tape, form oil, etc., prior to final acceptance. All vaults shall be thoroughly cleaned of any accumulation of silt, debris, or foreign matter of any kind.

Access openings shall be cleaned of foreign matter to insure a satisfactory fit and appearance prior to final acceptance.

### **3.8. Testing**

It is the intent of the Drawings and Specifications that vaults be as watertight and free from infiltration as possible. Any evidence of leakage throughout the warranty period shall be repaired to the satisfaction of Engineer at the sole expense of Contractor.

END OF DOCUMENT 4006

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**DOCUMENT No. 1036 ASPHALT CONCRETE PAVEMENT (8/13/14)**

**1036.1. GENERAL**

Work under this section includes mixing, delivery, placement, trimming and compaction of plantmix asphalt concrete on a prepared aggregate base including tack coats and fog seal.

All work shall be performed in accordance with Sections 316, Tack Coat; 317, Seal coats; and 320, Plantmix Bituminous Pavement, of the Standard Specifications, except as modified herein.

A tack coat of SS-1h asphalt emulsion, diluted 50-50 with water, shall be applied to all vertical asphalt or concrete joint surfaces prior to placement of plantmix bituminous pavement. The application rate shall be 0.10 to 0.15 gallons per square yard.

When more than one course of asphalt concrete is placed, the surface of the first course shall be treated with a tack coat of SS-1h asphalt emulsion, diluted 50-50 with water, applied at the rate of 0.05 to 0.10 gallons per square yard.

Residential roadways shall use type 3 aggregate, collectors and arterial shall

Use type 2 aggregate per Section 200.02.03, Plantmix and Roadmix Aggregate, of the Standard Specifications. Asphalt cement material shall be PG 64-22 unless polymer additive is required then PG 64-28 shall be used. The asphalt concrete shall be compacted to not less than 96% of its Marshall maximum density when compacted with 50 blows per side.

A fog seal coat of SS-1h asphalt emulsion, diluted 50-50 with water, shall be applied to all completed asphalt surfaces including milled asphalt surface prior to the asphalt concrete overlay." The fog seal shall be applied at the rate of 0.06-0.08 gallons per square yard. Application shall not commence until at least twenty-four (24) hours after final rolling. The pavement temperature shall be at least 70 degrees F. at the time of application, and the ambient temperature shall be at least 50 degrees F.

Recycled Aggregate Base will not be allowed in any public roadway.

**1036.2. CONSTRUCTION**

The following shall be in addition to the requirements contained in Section 320.03.03, Pavers, of the Standard Specifications.

- a. Pavers placing the final lift of the plant mix bituminous pavement for any uniform roadway section shall be equipped with an automatic control system capable of operating in conjunction with either a ski type device of not less than 30 feet in length or a taut wire set to grade.
- b. Contractor shall furnish all equipment required and shall install all stakes and wire required for the wire system. The automatic system shall be used for construction of the final lift.

END OF DOCUMENT 4007



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**DOCUMENT No. 1037 CONSTRUCTION STANDARDS (5/31/01)**

**1037.1. PORTLAND CEMENT CONCRETE:**

1.1. Portland Cement Concrete Compressive Strength Penalty

The third sentence of Section 202.01.14, Concrete Strength Evaluation, of the Standard Specifications is hereby amended to read: "Concrete in an area represented by the tests shall be considered structurally adequate if the average of the three cores is equal to at least 92.3 percent of the required minimum strength, and no single core is less than 85 percent of the design strength". In the event any class of Portland cement concrete is placed and is shown by test to be below the specified twenty-eight (28) day compressive strength, a determination shall be made by Engineer as to whether the concrete shall be removed and replaced or allowed to remain in place. This determination shall be based on an evaluation of the durability and other qualities of the concrete necessary to the integrity of the structure. If the concrete is allowed to remain in place, it is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of concrete at a rate of five (5) percent of the Contract unit bid price for each fifty (50) p.s.i. or portion therefore below the specified minimum compressive strength, to a maximum penalty of twenty-five (25) percent, as set forth in the following example for the class of concrete shown:

<b>Specified Min. 28 Day Compressive Strength - p.s.i.</b>	<b>Penalty (Per Unit Bid Price) Percent Deduction</b>
3250	0
3,249 – 3,200	5
3,199 – 3,150	10
3,149 – 3,100	15
3,099 – 3,050	20
3,149 – 3,000	25

The reduced price shall apply to all concrete represented by the strength tests below the specified minimum compressive strength.

When a compressive strength test falls below the specified twenty-eight (28) day compressive strength, Engineer may determine that an alternate strength test is required or Contractor may request such a test. When an alternate strength test is required and the test results show the concrete fails to meet the minimum strength required, Contractor shall be responsible for the costs of such alternate strength tests. In case Engineer has not determined that an alternative strength test is necessary and Contractor elects to have an alternate strength test made, Engineer will then make such a test; however, should this test fail to indicate that the twenty-eight (28) day compressive strength requirements have been met, the cost thereof shall be deducted from any money due or to become due to Contractor. Concrete required to be removed will not be paid for and the removal thereof will be made at Contractor's expense.

**1037.2. BITUMINOUS PLANTMIX PAVEMENT**

2.1. Bituminous Material Penalty

In the event that any bituminous plantmix pavement is placed and is shown by extraction tests to be outside the job-mix formula specifications limits, a determination shall be made by Engineer as to whether the bituminous plantmix pavement shall be removed and replaced or allowed to remain in place. If the bituminous plantmix pavement is allowed to remain in place, it is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of bituminous plantmix pavement as

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described below.

There shall be a 10 percent deduction per the unit price bid applied to all bituminous plantmix pavement represented by the failing extraction tests for each 0.1%, or portion thereof, out of job-mix formula specification limits as shown below:

<b>Out Of Specification % Range</b>	<b>Penalty (per Unit Bid Price) Percent Deduction</b>
0.0% - 0.10%	10%
0.11% - 0.20%	20%
0.21% - 0.30%	30%
0.31% - 0.40%	40%
Greater than 0.40%	Rejected, remove and replace

**1037.3. DENSITY PENALTY**

In the event that any bituminous plantmix pavement is placed and is shown by density tests to be outside the job-mix formula specifications limits, a determination shall be made by Engineer as to whether the bituminous plantmix pavement shall be removed and replaced or allowed to remain in place. If the bituminous plantmix pavement is allowed to remain in place, it is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of bituminous plantmix pavement as described below.

<b>Marshall density (50 blows) Relative Compaction</b>	<b>Penalty (per unit price bid) Percentage Deduction</b>
96.0% and above	-0-
95.0% to 95.9 %	10%
94.0% to 94.9%	20%
93.0% to 93.9%	30%
Below 93.0%	Remove and replace

**1037.4. THICKNESS PENALTY**

In the event that any bituminous plantmix pavement is placed and is shown by thickness tests to be outside the specifications limits, a determination shall be made by Engineer as to whether the bituminous plantmix pavement shall be removed and replaced or allowed to remain in place. If the bituminous plantmix pavement is allowed to remain in place, it is agreed by the parties to these Contract documents that a penalty shall be applied to the failing quantity of bituminous plantmix pavement as described below.

<b>Thickness deficiency In inches</b>	<b>Penalty (per unit price bid) Percentage Deduction</b>
0.00" - 0.25"	15%
0.26" - 0.50"	30%
Greater than 0.50"	Remove and replace

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<b>Thickness deficiency In inches</b>	<b>Penalty (per unit price bid) Percentage Deduction</b>
<u>(NOTE:</u> All thickness measurement shall be done prior to or exclude the thickness of open grade material.)	

END OF DOCUMENT 4008

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**DOCUMENT No. 1038 SLURRY SEAL (12/31/14)**

**1038.1. GENERAL**

The work covered by this specification includes the mixing, application, testing, construction, and quality control required for the proper application of an emulsified asphalt Type 2 Slurry Seal surface (slurry seal) in accordance with these specifications and plans or as established by Engineer.

**1038.2. MATERIALS**

**2.1. Emulsified Asphalt**

The emulsified asphalt shall conform to Grade LMCQS1-h, Quick Set Mixing Grade as specified in ASTM D 977, D 2397, AASHTO M140, M208, ISSA T102. The cement mixing is waived.

The Contractor may be directed by the Construction Manager to sample any deliveries in the presents of an NAQTC T40 qualified representative of the City of Carson

**2.2. Aggregate**

The mineral aggregate shall consist of manufactured crushed stone. Smooth textured sands of less than 1.25% water absorption shall not exceed 50% of the total aggregate blend.

**2.3. Quality test**

When tested according to the following tests, normal aggregates shall meet the following requirements

<b>Test</b>	<b>Quality</b>	<b>Specification</b>
AASHTO T176 or ASTM D2419A	SAND EQUIVALENT	65 MIN.
ASTM D4398	PLASTICITY	NON-PLASTIC
AASHTO T104 OR ASTM C88	SOUNDNESS	10% max using Na <sub>2</sub> SO <sub>4</sub> or 15% max using MgSO <sub>4</sub>
AASHTO T96 OR ASTM C131	HARDNESS	25% max at 500 revolutions On Grading D
CAL TEST 229	DURABILITY INDEX	70 MIN
ASTM C128	SPECIFIC GRAVITY & ABSORPTION	Report on

**2.4. Grading**

When tested by AASHTO T27, ASTM C136 and ASTM C117, the Type 2 aggregate (including mineral filler) shall meet the following gradation.

<b>Sieve Size</b>	<b>Percent Passing</b>
3/8 (9.5mm)	100

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<b>Sieve Size</b>	<b>Percent Passing</b>
No. 4 (4.75mm)	80 - 100
No. 8 (2.36mm)	45 - 70
No. 16 (1.18mm)	28 - 50
No. 30 (600um)	19 – 34
No. 50 (300um)	12 - 25
No. 100 (150 um)	7 - 18
No. 200 (75 um)	5 – 15

**2.5. Mineral Filler**

Portland Cement, hydrated lime, limestone dust, flyash or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

**2.6. Water**

All water shall be potable and compatible with the slurry mix. Compatibility must be insured by Contractor.

**2.7. Additives**

Additives may be required to accelerate or retard the break-set of slurry seal, or improve the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities pre-determined by the mix design with the field adjustments if required, after approval by the Construction Manager.

**2.8. Latex Modifier**

A minimum of 3.0% latex solids content based on bitumen weight content, certified from the emulsion supplier, along with any special quick-setting emulsifier agents shall be milled into the asphalt emulsion.

**1038.3. MIX DESIGN**

**3.1. General**

Before work commences, Contractor must submit a signed original of a mix design covering the specific materials to be used on the project. This design must have been performed by a qualified laboratory approved by the International Slurry Seal Association. Previous lab reports covering the exact materials to be used may be accepted, provided they were made during the calendar year. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

**3.2. Laboratory Report**

The laboratory report will show the results of tests performed on the individual materials, comparing their values to those required by this specification.

The report will provide the aggregate test of subsection 2.4 Grading and the following information on the emulsion and slurry seal mixture.

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**1038.4. EMULSION**

Test	Test Method	Specification
Viscosity @ 77°F, seconds	AASHTO T59	16-90 Sec
Settlement, 5 days, %	AASHTO T59	5% max
Storage Stability Test, 1 day, %	AASHTO T59	1% max
Distillation: Oil distillate by volume of emulsion, %	AASHTO T59	3% max
Residue by evaporation, %	CTM 33162% min	64% min
<u>Tests on residue for Evaporation using CTM 331</u>		
Penetration, 77°F 100 grams for 5 sec.,dmm	AASHTO T49	40-90 dmm
Solubility in Tichloroethylene,%	ASTM D2042	97.5% min
Ductility, 77°F, 5 cm/min, cm (RTFO Aged Residue)	AASHTO T51	60 cm min
Ring & ball softening point, °F	AASHTO T53	135 min
Polymer content *,% *Solid polymer content based on weight of aphalt.  OR Torsional revocery, %	CTM 401  CTM 332	3% min  20% min
<u>Slurry Mixture</u>		
Mix time	ISSA TB-113	Controllable to 180 sec min
Wet cohesion, 30 minutes min 60 minutes min	ISSA TB-139	12 kg-cm min 20 kg-cm min
Excess asphalt	ISSA TB-109	50g/sq.ft. Max
Wet stripping	ISSA TB-114	Pass (90% min)
Compatibility	ISSA TB-115	*Pass
Quick set emulsion	ISSA TB-102	**Pass
Wet Track Abrasion (tests of both 1 hr & 6 days)	ASTM D3910	50 gm/sq.ft. max for 1 hr. 75 gm/sq.ft. max for 6 days

\*Mixing tests must pass at the maximum expected air temperature

\*\* Using job aggregate

The laboratory shall further report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The laboratory report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive(s), (usage) and asphalt based on the dry aggregate weight.

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Contractor shall submit to Construction Manager aggregate and emulsion to be used on the project for testing by a certified laboratory forty-eight (48) hours after receiving a written request. Any failed tests shall be deducted from Contractor(s) payment.

### **1038.5. EQUIPMENT**

#### 5.1. General

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working order at all times.

#### 5.2. Slurry Mixing Equipment

The slurry seal mixing equipment shall be continuous flow mixing unit, either an individual unit that returns to the stockpile for reloading or a continuous run unit that is re-supplied on the job.

All units must have a suitable means of accurately metering each individual material being fed into the mixer. All feeding mechanisms must be continuous feed and proportioning must remain constant at all times. The units shall be equipped with approved devices so that the machine can be accurately calibrated and the quantities of material used during any one period can be estimated. In the event these metering devices stop working, the slurry units(s) will stop the application process until they are fixed.

The mixer shall thoroughly blend all materials to form a homogeneous mass before leaving the mixer.

Each slurry machine used to apply slurry seal shall have a calibrated tank and stick gauge for emulsion, a flow meter for water delivered to the pugmill and a flow meter for checking the rate of addition of liquid additive to the pugmill. A calibrated tank and stick gauge may be substituted for flow meter for either the water to the pugmill or liquid additive or both. These gauges are for the purpose of field checking at the discretion of Construction Manager.

#### 5.3. Slurry Spreading Equipment

The spreader box shall be equipped to prevent loss of slurry seal from all sides and with a flexible rear strike-off. It shall be capable of producing a uniform surface it's full width. It shall have suitable means for side tracking to compensate for deviations in pavement geometry. Any type drag used shall be approved by Engineer or Carson City and kept in a completely flexible condition at all times. The box shall be kept clean and build-up of asphalt and aggregate shall not be permitted.

#### 5.4. Auxiliary Equipment

Suitable crack and surface cleaning equipment, barricading equipment, hand tools and any support equipment should be provided as necessary to perform the work.

### **1038.6. MACHINE CALIBRATION AND VERIFICATION**

#### 6.1. Calibration

Each slurry mixing unit to be used in performance of the work shall be calibrated in the presence of Construction Manager prior to construction. Previous calibration documentation shall not be accepted. The documentation shall include an individual calibration of each material at three (3) settings (low, medium, and high), which can be related to the machine's metering device(s). No machine will be allowed to work on the project until the calibration has been completed and/or accepted. Should the machine be required to run outside the calibrated range, a new calibration shall be performed within an agreed upon time with no additional cost to the contract.

#### 6.2. Verification

Test strips will be made by each machine after calibration and prior to construction. Test strips shall be a portion of the project. Samples of the slurry seal will be taken and verification made as to mix consistency and proportioning. Verification of rate of application will also be made. Upon failure of any of the tests

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additional test strips, at no cost to Carson City, will be required until each unit is authorized to work. Any unit failing to pass the tests after third (3rd) trial, will not be permitted to work on the project. Test strips must be accepted or rejected within twenty-four (24) hours after application.

The aggregate tickets and revolution count spread rates throughout the project should be within 3%. Contractor shall rectify rates greater than 3% of the percent difference of aggregate shall be deducted from payment. Spread rates methods shall be approved by both the Contractor and Construction Manager or representative.

### **1038.7. COMPOSITION, RATE OF APPLICATION AND TOLERANCES**

#### **7.1. Composition**

The percentage of each individual material shall be as required by the mix design. Adjustments may be required during construction, based on field conditions. Engineer or Carson City will give final approval for all such adjustments.

#### **7.2. Rate of Application**

The slurry seal mixture shall be of proper consistency at all times so as to provide the amount of mixture required by the surface condition. The application rates of Type II Slurry Seal are to be 10-15 lbs/square yard. Type II Slurry Seal application greater than 15 lb/square yard will only be permitted with written approval from the Construction Manager. Any application rate greater than specified here in will be at Contractor's expense without written permission prior to application. Pre-leveling shall be placed when specified by the Construction Manager.

### **1038.8. LIMITATIONS**

#### **8.1. Weather**

The slurry seal shall not be applied unless both the pavement and air temperatures are 55 degrees F and rising. The slurry seal shall not be applied with the air temperature is over 100 degrees F. No slurry seal shall be applied when there is danger that the finished product will freeze before twenty-four (24) hours. No slurry seal shall be applied when precipitation is imminent. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

### **1038.9. PREPARATION OF THE SURFACE:**

#### **9.1. Surface Preparation:**

Immediately prior to applying the slurry seal, the surface shall be cleared of all loose material, silt spots, vegetation, oil spots and other objectionable material. Any standard cleaning method will be accepted. If water is used, cracks shall be allowed to dry thoroughly before slurry sealing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. Engineer or Carson City shall approve the surface preparation prior to sealing.

**Surface preparation shall include the removal of all lane lines and pavement markings.** Removals shall be done in such a manner that the underlying surface shall sustain minimal scarring, gouging or damage. Should the surface be damaged, the City of Carson Construction Manager may request a leveling course of slurry seal be placed prior to the placement of the final slurry seal at no additional cost to the contract. Lane lines and pavement markings with the exception of crosswalks and stop bars may be removed up to 72 hours in advance of the surface treatment. Crosswalks and stop bars may be removed 24 hours in advance of the surface treatment. All lane line and pavement markings will be referenced with temporary lane markers (tabs) according to the manufacturer's recommendations. Maintain the markers by replacing lost or damaged markers daily.

The temporary lane markers used for centerlines shall have yellow bodies and yellow reflective sheeting on both sides. The temporary lane line markers used for lane lines or edge lines shall have the same body and reflector color as required for the permanent striping and the reflective sheeting shall be only required on



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the side that faces oncoming traffic.

The patterns and spacing's for the temporary pavement markers shall be as follows:

- a. Long lines – place 1 marker at 50 ft. intervals.
- b. Broken lines – place 1 marker at the beginning of each broken line.
- c. Double yellow lines – place 2 markers side by side with a 4 inch separation between markers at 50 ft. intervals.
- d. Stop Bar – place 1 marker on either side of the stop bar, across the travel lanes.

The Construction Manager shall approve the surface preparation prior to sealing.

When the surface of the existing pavement is irregular, it shall be brought to a uniform and semi-smooth grade, as directed by the Construction Manager.

### 1038.10. APPLICATION

#### 10.1. General

The surface should be pre-wetted by fogging ahead of the slurry box when required by local conditions. Water used in pre-wetting the surface shall be applied such that the entire surface is damp with no apparent flowing water in front of the slurry box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface. No deviation greater than 0.3 of an inch when a 12 foot straight edge is laid across will be accepted.

The slurry mixture shall be of the desired consistency upon leaving the mixture and no additional materials shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excess streaking develops, the job will be stopped until Contractor proves to Engineer or Carson that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 0.5 in wide and 4.0 in long, or 1.0 in wide and 3.0 in long, in any 29.9 yd<sup>2</sup> area. No transverse ripples or longitudinal streaks of 0.25 in in depth will be permitted, when measure by placing a 12 ft straight edge over the surface.

Immediately before commencing the slurry seal operation, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

Hand tools shall be available in order to remove spillage. Ridges of bumps in the finished surface shall not be permitted. The mixture shall be uniform and homogenous after spreading on the surface and shall not show separation of the emulsion in the surface of the slurry.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so the slurry seal will not adhere to and be picked up by the tires of the vehicles.

For the purpose of this project, the construction zone is defined to include all stockpile staging areas and travel routes to/from streets where the slurry seal is to be applied.

#### 10.2. Joints

No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The Contractor shall

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provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts, or as required. If half passes are used, they shall not be the last pass of any paved area. **A maximum of six inches (6") shall be allowed for overlap of longitudinal lane line joints.**

### 10.3. Mix Stability

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Spraying of additional water into the spreader box will not be permitted.

### 10.4. Hand Work

Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees to provide complete and uniform slurry seal coverage. The area to be hand worked shall be lightly dampened prior to mix placement and the slurry work completed immediately. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

### 10.5. Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

### 10.6. Clean-Up

All areas, such as driveways and gutters, shall have the slurry seal removed as specified by Engineer or Carson City. Contractor shall remove any debris associated with the performance of the work, on a daily basis. All valves and manholes to be uncovered after slurry application within two (2) calendar days.

### 10.7. Measurement

The quantity of slurry seal applied shall be measured by dry weight tonnage. The dry tonnage quantities shall check within 3% of all the following two (2) methods of verifying tonnage before payment is made.

Tonnage by square feet (ft<sup>2</sup>) covered (revolution counts)

Tonnage by material hauled in and used.

\*\*\*Dry weight shall be defined as the weight of aggregate delivered to the site from an approved source with a moisture range between 2 and 5 percent.

The Construction Manager and Contractor shall make sound judgment when comparing numbers.

Application rates for emulsion and aggregate will be verified by certified weight tags from the public weigh master for each delivery of emulsion and aggregate to the project.

The application, mixing and spreading of the slurry seal shall be measured in tons, based on the actual measurement in the field (revolution counts).

The aggregate shall be measured on a per ton basis. Tonnage tickets shall be delivered to the Construction Manager daily with pit log (stock piles)

The asphaltic emulsion shall be measure on a per ton basis.

The Contractor shall supply the Construction Manager weekly with a tonnage list of material used for each

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day and shall show all transfer and waste figures between staging areas. Waste tonnages shall be agreed upon between the Contractor and Construction Manager before moving to a new staging area. Weekly reports will include the application rates calculated with tonnage tickets.

It is the responsibility of the Contractor to notify the Construction Manager prior to the offloading of emulsion from suppliers to the Contractor's storage tanker. The Construction Manager shall physically inspect each and every oil shipment prior to transfer. Oil quantities of the Contractor's emulsion storage tankers shall be submitted and physically verified at the beginning of each work day, prior to supplier transfer, after supplier transfer and at the end of each working day. Contractor shall supply on undiluted emulsion sample on the first shipment and subsequent random samples upon request by Construction Manager.

All deliveries for emulsion and aggregate shall be from 7:00 a.m. to 3:00 p.m. each working day. The weight tags for the emulsion and aggregate shall be delivered to the Construction Manager on the same day as the materials arrive at the stockpile. All aggregate tags shall have the staging area location printed on each tag. If the Contractor removes or transfers emulsion from the stockpile, the weigh back tags shall be delivered to the Construction Manager on the same day or the next day. Before aggregate is moved from or transferred from the stockpile, the Contractor and Construction Manager shall visually measure the quantity being moved or transferred.

The Contractor shall not use aggregate or emulsions designated for the project on other private or public jobs until the Construction Manager and Contractor have mutually accounted for all material placed and stockpiled. The Contractor shall keep separate weight tickets and stockpiles for any other private or public jobs.

Each slurry machine used to apply slurry seal shall have a calibrated tank and stick gauge for emulsion, a flow meter for water delivered to the pugmill and a flow meter for checking the rate of addition of liquid additive to the pugmill. A calibrated tank and stick gauge may be substituted for the flow meter for either the water or the pugmill or liquid additive or both. These gauges are for the purpose of field checking at the discretion of the Construction Manager.

### **1038.11. BASIS OF PAYMENT:**

The accepted quantity of slurry seal shall be paid for by the square foot. The price shall be full compensation for furnishing all materials and for all preparations, mixing and applying these materials, and for all labor, equipment, tools, test design, clean-up and incidentals necessary to complete and warrant the job as specified herein.

Deviations of aggregate and/or asphaltic emulsion from the rates specified:

Where amounts of aggregate or asphaltic emulsion are placed in excess of the final mix design, no payment shall be made for such excess. Where amounts of aggregate or asphaltic emulsion placed are less than the rates specified or determined by final mix design, five cents per square yard (\$0.05 /S.Y.) shall be deducted from the Bid Item for each 5% or portion thereof of that either material is below 90% of the rate specified in the mix design.

END OF DOCUMENT 4009

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**DOCUMENT No. 1039 REMOVAL OF BITUMINOUS SURFACING BY COLD MILLING (3/21/07)**

**DOCUMENT No. 1040 General**

The work covered by this specification includes the removal of bituminous surfacing by cold milling, and the cleanup and removal of grindings, all in accordance with these specifications and plans or as established by Engineer.

**DOCUMENT No. 1041 Scope of Work**

Remove bituminous surfacing by the cold milling process using a machine designed to remove, profile and texture the remaining surface of the pavement in one operation. The milling machine shall consist of a rotating powered mandrel drum studded with conical tungsten carbide tipped bits and shall produce a satisfactory reasonable smooth textured surface, and shall be equipped with an effective means for controlling dust and other particulate matter created by the cutting action.

Use a machine capable of accurately establishing profile grades, within plus or minus 0.25 inches, by referencing from the existing pavement or from an independent grade control and having a positive means for controlling cross slope elevations. When referencing from the existing pavement use a 10 feet long, minimum, averaging ski.

The location and depth of removal of bituminous surfacing by the cold milling process shall be as indicated in the plans and Contract Documents.

Increase milling depth at cross streets and curb ramps as directed.

Follow with the removal crew within 250 feet of the milling machine. Broom the milled surface with a motorized pickup brooming device following immediately behind the removal crew.

Make the cuts vertical at longitudinal edges for the full depth of the milling. Clean the entire milled surface of all loose material before applying the tack coat.

END OF DOCUMENT 4010

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**Document No. 4012 Examples of Pay Quantities (6/24/15)**

**1. General:**

1.1 The following sheets provide examples of how sidewalk, curb ramp, driveways, spandrel, valley gutter, and curb and gutter pay quantities are divided up between the individual bid items. Examples include;

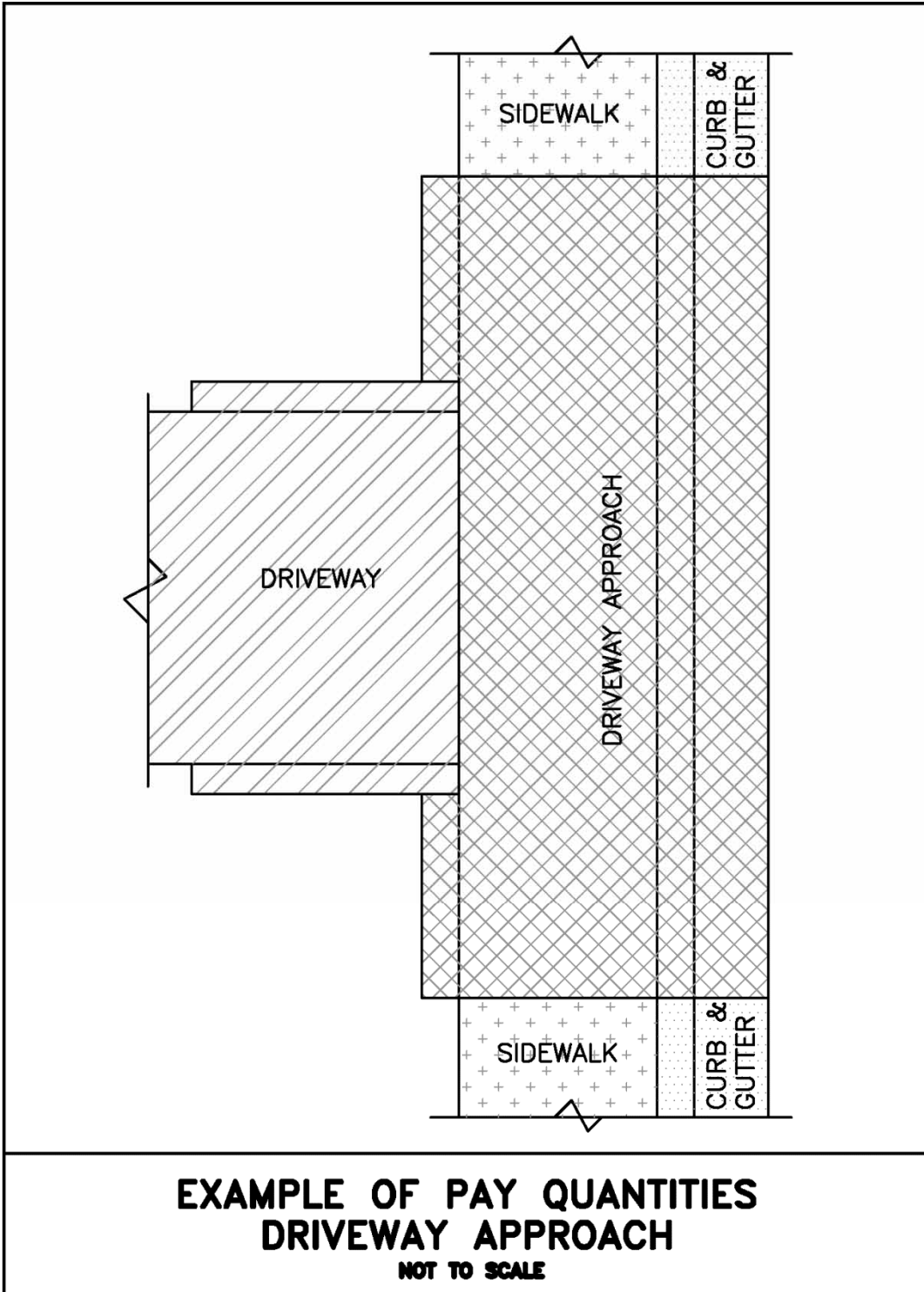
1.1.1 Driveway Approach

1.1.2 Parallel Curb Ramp with Valley Gutter

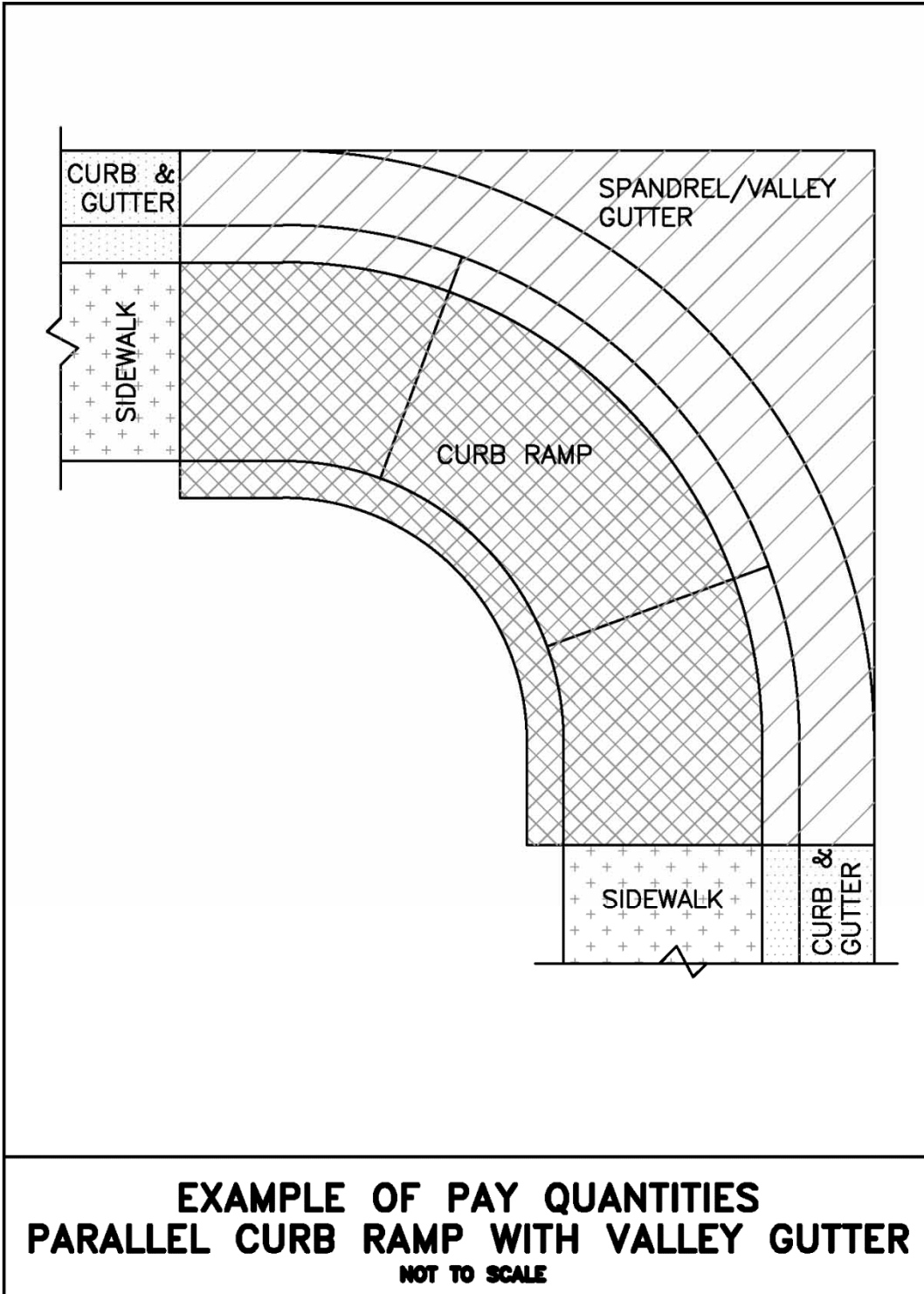
1.1.3 Perpendicular Curb Ramp

1.1.4 Parallel Curb Ramp

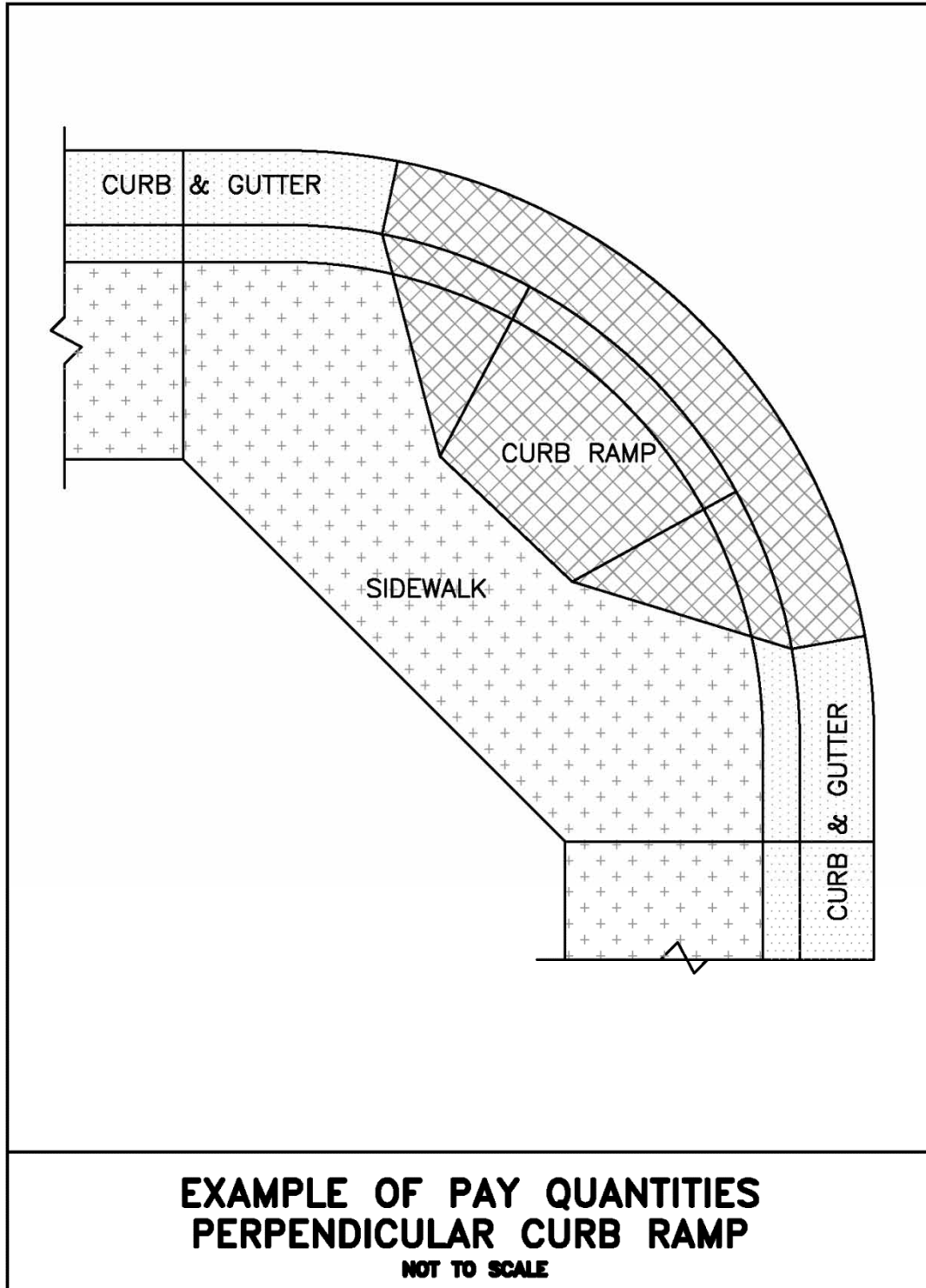
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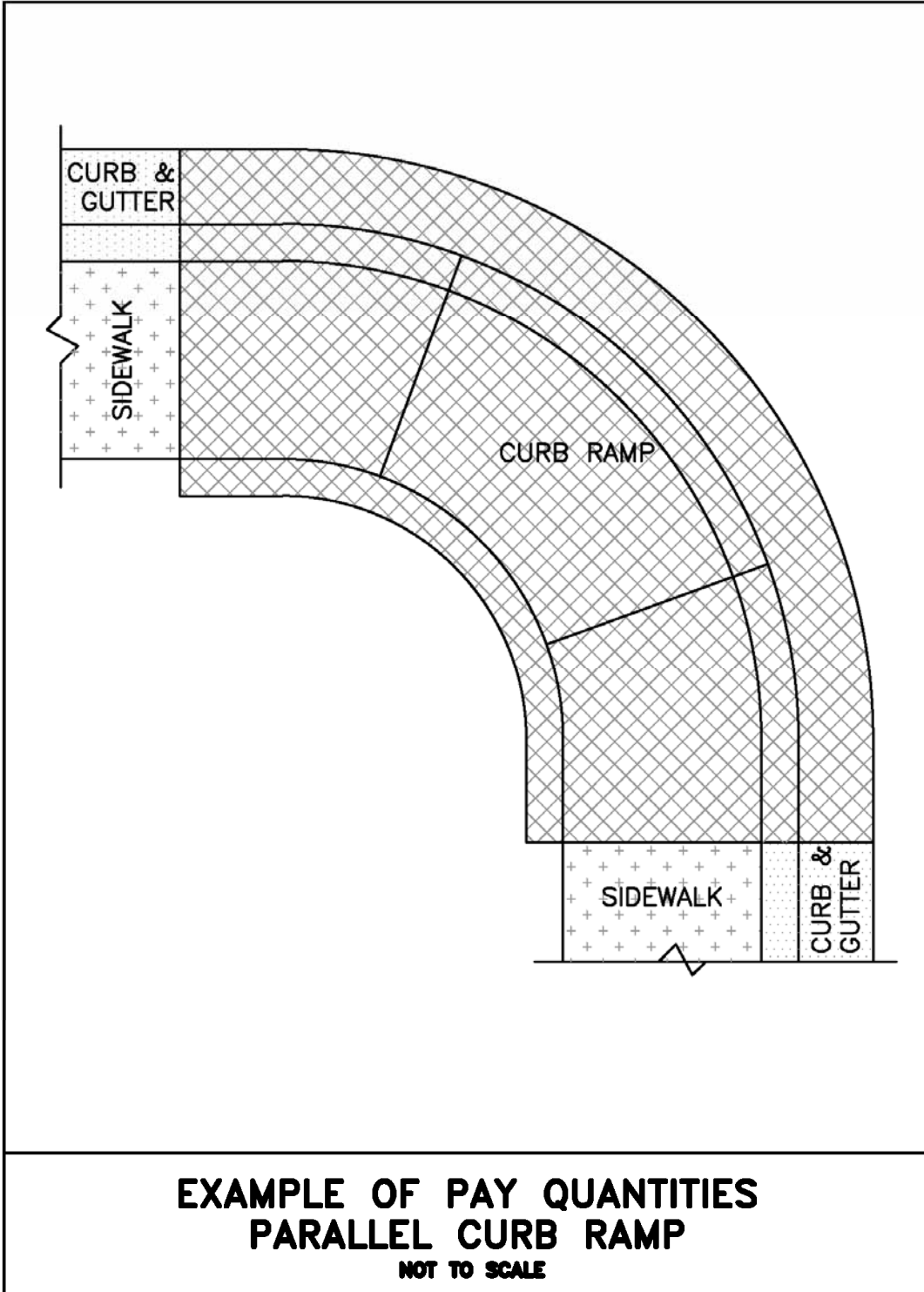


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### DOCUMENT No. 1042 ELECTRICAL (6/10/02)

#### 1042.1. GENERAL

The work of this division, where specified or shown on the Drawings or reasonably inferred therefrom, shall include all materials, labor, power, tools, transportation, services and equipment necessary and incidental to the furnishing, installation and completion of the electrical work of this division.

The Electrical Engineer or Construction Manager shall not be responsible for Contractor's failure to carry out the construction work in accordance with the contract documents, nor shall he be required to supervise conduct of the work or the construction procedures and safety procedures followed by Contractor or Subcontractors or their respective employees or by another person at the job site, other than that of the Electrical Engineer's or Construction Manager's employ.

#### 1042.2. SCOPE OF WORK

The systems to be installed shall consist essentially of the following:

Underground conduit system for primary wiring.

Pre-cast or poured-in-place concrete transformer pads.

Electrical Service equipment and Raceway Systems.

Weather tight conduit systems and equipment.

Connection of pumping and related equipment.

Modification of existing equipment

Conduit trenching and backfill, as shown on drawings.

Pump Control equipment, connection thereof.

Removal of existing power equipment as shown on the Plans.

Other work as specified herein or shown on Drawings.

#### 1042.3. INTENT OF SPECIFICATION AND DRAWINGS

It is the intent of this specification that all work shall be complete, tested and ready for operation unless specifically noted otherwise.

#### 1042.4. CODES AND STANDARDS

All materials and workmanship shall comply with all applicable codes, specifications, state laws, labor union contracts, local ordinances, industry standards, utility company regulations and regulations of the State Fire Marshall. In case of difference between these and the contract documents, the most stringent shall govern. Contractor shall promptly notify Construction Manager in writing of any such differences.

The following industry standards, codes and specifications shall apply:

ANSI - American National Standards Institute

IPCEA - Insulated Power Cable Engineers Association

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NEC - National Electrical Code as published by NFPA

NEMA - National Electrical Manufacturers Association

NFBU - National Board of Fire Underwriters

NFPA - National Fire Protection Association

OSHA - Occupational Safety and Health Administration, U.S. Department of Labor

UBC - Uniform Building Code as published by ICBO

UL - Underwriter's Laboratories, Inc.

IEEE - Institution of Electrical and Electronic Engineers

### **1042.5. MATERIALS AND EQUIPMENT**

Where any specific material, process, method or manufactured article is specified, the specifications are to be used as a guide and are not intended to take precedence over the basic duty and performance of the system to be installed. Where manufacturer's name and number is used, it is to designate a quality standard, and the words, "Or Approved Equal" are implied unless the designation is followed by the words, "No Substitutions", "No Sub", etc.

Where Contractor proposes use of items other than specified, any and all redesign required, including drawings or layouts, shall be the responsibility of Contractor. Any change required for associated equipment or to building structure shall be made at no additional cost to Carson City. Unless substitutions are requested and approved by Construction Manager, no deviations will be allowed. If materials are installed at the jobsite that were not specified and/or were not approved substitution items, such materials shall be removed and replaced with specified materials free of charge to Carson City or other contractors.

All materials and equipment shall be new, of the best quality for the purpose intended, and shall be clearly marked or stamped with the manufacturer's name and nameplate data or stamp and rating.

Materials and equipment shall be suitable for the use and service intended, for the system as designed, and for the conditions that may be encountered in actual operation. All electrical equipment shall be capable of operating at full rated load, without failure at an ambient temperature of 104°F and specifically rated for an altitude of 5000 feet.

Shop drawings shall be required on specific items that are listed in a particular subdivision. In general, shop drawings will be required for substitution equipment, large and/or intricate equipment, and other equipment and/or materials that are critical because of their nature and/or application. Shop drawings shall also include electric power diagrams, control diagrams, installation instructions, control and other ancillary component details, and/or other pertinent information to fully describe all aspects of the items

### **1042.6. EXAMINATION OF SITE**

Contractor shall visit the site to satisfy himself as to the location and nature of the work, the character of equipment and facilities needed preliminary to the work and during prosecution of the work, and all other matters which can in any way affect the work, or the cost thereof under this contract. Failure by Contractor to acquaint himself with all available information concerning these conditions shall not relieve him from complying with the Specifications or Drawings, and no allowance shall be subsequently made in his behalf for any expense due to failure in this respect.

### **1042.7. ACCURACY OF DATE**

The data given here and on the Drawings is as exact as could be obtained, but absolute accuracy cannot be guaranteed. The Drawings and Specifications are for the assistance and guidance of Contractor;

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therefore, exact locations, distances and elevations will be governed by the building itself and actual jobsite or field conditions.

### **1042.8. CUTTING, PATCHING AND REPAIRING**

All cutting, chipping, digging, drilling and patching that may be necessary for the proper installation of work specified or shown shall be included. All such work shall be approved by Construction Manager or his representative before starting any of the above operations.

### **1042.9. WORKMANSHIP**

Where other instructions are not given, equipment shall be installed in accordance with the recommendations of the manufacturer and the best standard practice for that type of work.

### **1042.10. DAMAGE**

Contractor shall be responsible for damage to the work of other trades and shall guarantee to repair or replace with like materials free of charge to Carson City or other contractors, any existing work or equipment damaged during the progress of construction or tests.

### **1042.11. COORDINATION OF WORK**

The work called for under this section shall be coordinated with that of all other crafts. It shall be this Contractor's responsibility to check all the contract drawings and specifications for possible conflicts between his work and that of other crafts in equipment location; pipe, duct and conduit runs; electrical outlets and fixtures; air diffusers; and structural and architectural features.

### **1042.12. WATERPROOFING**

Where any work pierces waterproofing, including waterproof concrete, Contractor shall furnish all necessary sleeves, caulking, and flashing required to make openings absolutely watertight. The method of installation shall be approved by Construction Manager.

### **1042.13. OPERATING AND MAINTENANCE INSTRUCTIONS**

Contractor shall submit three (3) complete sets of operating and maintenance instructions for all equipment, fixtures, and devices, that require maintenance and parts lists to Construction Manager for review. When the sets are complete and approved, all the sets will be forwarded to Carson City. Each set shall be in hard-cover, loose-leaf ring binders.

Instructions shall include a reduced scale schematic control diagram along with the description and function of each control and its location so that Carson City may readily determine how and where adjustments may be made. All special tools for the proper operation and light maintenance of the equipment shall be furnished to Carson City by Contractor.

Sets will normally contain complete information on all components included in the systems, and auxiliary components of major and/or complex equipment. All documentation, diagrams, specification sheets, installation instructions and the like which accompany every component, shall be maintained in a neat and clean manner on the jobsite. All such documentation shall be submitted to Construction Manager prior to the time of final acceptance.

Contractor shall instruct (if required) Carson City (or its representative) in the complete operation of all items of equipment. These instructions are to be given to Carson City by Contractor at Carson City's convenience.

### **1042.14. RECORD DRAWINGS**

Contractor shall maintain an up-to-date and complete record set of prints of the work at all times during

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construction. The prints shall be to show actual construction of the various systems. Contractor shall show, in red, any deviations in locations of ducts, pipes, conduits, equipment placement, etc., from the original design.

### **1042.15. VIBRATION AND NOISE CONTROL**

Every precaution shall be taken to ensure quiet and vibration-free operation of all mechanical and electrical equipment.

### **1042.16. STANDARD FIELD TESTS**

At completion of construction, Contractor shall demonstrate in the presence of Construction Manager, or his representative that all systems operate in accordance with the requirements of the specifications.

Contractor shall furnish all instruments and all personnel required for the tests and shall allow two (2) full working days for testing.

All equipment shall be tested in the presence of Construction Manager and as directed by Construction Manager.

Contractor shall furnish Construction Manager the required certificates of testing and the cost of all tests shall be paid by Contractor.

Work which fails to meet the requirements of any test and does not meet the requirements of the Contract Documents shall be considered defective and shall be promptly corrected or removed from the site.

The entire electrical installation shall be free from short circuits and improper grounds. Test panels and circuits with main disconnected from feeder, branches connected, switches closed, and all fixtures in place and connected for proper operation. Upon completion of the work, operate and test equipment under normal conditions, all to the satisfaction of Construction Manager.

The following tests and checks shall be performed on new, relocated or renovated equipment before it is placed in operation.

Check all bus and cable connections for proper contact pressure and mark each bolt to indicate it has been checked.

Check the equipment for mechanical adjustments, lubrications, and free operation. Remove all shipping blocks, hooks, loops, or eyelets etc.

Test all control circuits for correct connections and operation.

Perform rotation checks on motor circuits.

Check the polarity of receptacles, and test all GFIC protection receptacles.

Check circuits, feeder, and control circuits for correct connections. Check insulation resistance between phases and phase to ground using 500 volt megger.

### **1042.17. DYNAMIC OPERATIONAL TEST:**

As a condition of acceptance, the equipment installed under this contract shall operate in the normal (automatic) mode, under actual dynamic conditions, for seven (7) consecutive days - without failure.

### **1042.18. SPECIAL FIELD TESTS - POWER:**

Tests shall be complete enough to be conclusive and to ensure proper operation. This shall be certified in test reports submitted to Construction Manager. All faulty equipment shall be replaced and tested until

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satisfactory results are obtained.

Tests shall be nondestructive and procedures used shall be approved by Construction Manager.

Throughout entire installation, inspect and make all necessary tests, including those which Construction Manager may request to insure that drawings and specifications have been followed and that:

The electrical equipment is installed correctly;

The wiring system is free of all grounds and faulty connection;

And that the resistance between grounded equipment and true ground is not more than 10 ohms. Greater than 10 ohms will not be acceptable.

Insulation Testing: After the visual inspection of terminations and connections and the application of tape and other insulating materials, all sections of the complete system of wiring shall be thoroughly tested for shorts and grounds. Contractor shall correct all defects.

Each motor shall have its insulation resistance to ground measured with 500 volt "Megger" prior to connection, in the presence of Construction Manager. Construction Manager will make a record of these values, and values of resistance of less than ten megohms will not be acceptable. Motor rotation shall also be checked.

Insulation resistance measurements of each 480-volt circuit shall be made with loads connected and contactors, if any, blocked closed to give complete circuits. Insulation resistance of complete circuit shall be measured from the circuit breaker load terminals with the breaker open. Construction Manager will witness and make record of these values. Values of resistance of less than fifty megohms will not be acceptable.

Overload Protective Devices: Contractor shall compile, by visual inspection of equipment installed for each motor, the following data in neatly tabulated form:

1. Horsepower	4. Temperature rating
2. Nameplate amperes	5. Overload catalog number
3. Service factor	6. Overload current range and setting

Test each individual power circuit at the panel with the equipment connected for proper operation. Correct any deficiencies.

Check the service voltage at each panel under maximum load and under no load and arrange for proper voltage, if voltages and regulations are not within acceptable limits. Submit a report to Construction Manager showing service voltages and corresponding loads.

**1042.19. IDENTIFICATION**

Provide nameplates, labels, and signs to identify all equipment and circuiting. Wording and size of characters shall be approved by Construction Manager. This shall include but is not limited to items such as: panelboards, transformers, disconnects, starters, control stations, relays, time switches, special receptacles, remote switches, signal systems, conductors, and terminals. Nameplates shall be black lamicooid with white letters.

Use Dymo labels for identification of components located inside control cabinets.

Use Brady wire markers for identification of control circuit and signal circuit wiring. Use stenciled, typewritten or stick-on markers for terminal strips. Markers shall be slip-on PVC sleeve type as

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manufactured by Brady, Seaton, or Equal.

Use typewritten circuit directories for panelboards indicating type and location of load.

Nameplates shall be attached to the various devices using round head brass screws. Self-sticking nameplates and/or gluing shall not be used.

### **1042.20. SLEEVES AND PLATES**

Provide sleeves wherever openings are required through new concrete or masonry members. Place sleeves accurately and coordinate locations with structural work.

### **1042.21. DIRECT BURIAL UNDERGROUND RACEWAYS**

Underground rigid steel conduit shall be PVC coated or wrapped.

Use rigid steel conduit for terminations extending above grade, including elbows against which pulling wire will rub.

Installation of green insulated ground conductors in all non-metallic conduits is acceptable.

Direct burial conduit shall be used only where listed on the Drawings.

### **1042.22. CONDUIT SYSTEMS**

Provide Schedule 80 conduit for exposed work within five feet of exterior grade, within masonry or concrete structure located above grade.

Locknuts shall be steel or malleable iron. Bushings shall be metal with insulated throats.

EMT connectors and couplings shall be compression type. Connectors shall have insulated throat bushings.

Size shall be as indicated on the Plans, or required by the NE code for number and size of conductors installed.

Joints shall be cut square, threaded, reamed smooth and drawn up tight. Bend or offsets shall be made with standard elbows. Field bends shall be made with an approved bender or hickey. Number of bends per run shall conform to Code limitations.

Raceways shall be continuous from terminal to terminal and terminated with connectors, hubs, or locknuts and bushings in such manner that each shall be capped to prevent entrance of foreign materials during construction. Install systems completely before conductors are pulled in. Cap ends during construction.

Conduits shall be securely fastened in place with hangers, supports or fastenings provided at each elbow and at the end of each straight run terminating at a box or cabinet. Horizontal and vertical conduit runs may be supported by one-hole malleable straps, clampbacks, or other approved devices with suitable bolts, expansion shields or beam-clamps special brackets for mounting to building structure. Perforated iron strap and iron wire shall not be used for supporting conduits. Strength of the supporting equipment and size and type of anchors shall be based on the combined weight of conduit, hanger and cables with a safety factor of four.

Transitions between nonmetallic conduits and conduits of other materials shall be made with the manufacturer's standard adapters and designed for such purpose.

### **1042.23. FLEXIBLE CONDUIT**

Provide liquid-tight flexible conduit with liquid-tight connectors for short connections to motors and devices

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requiring adjustment or subject to vibration. Maximum length is three feet. Provide bonding jumpers within conduit and attach to terminating boxes and equipment to ensure continuity of ground. **Solid wire shall not be installed in flexible conduits.**

**1042.24. 600 VOLT WIRE AND CABLE IN RACEWAYS**

Conductors shall conform to the requirement of the current edition of the Code's U.L. Standards. The size, type of insulation, voltage rating, and manufacturer's name shall be permanently marked on the covering at regular intervals.

Conductors shall be standard American Wire Gauge, soft-drawn copper; #12 and smaller may be solid; #10 and larger shall be stranded. Unless otherwise noted, minimum size shall be #12. Except where specifically noted, **aluminum conductors shall not be installed.**

Insulation shall be rated 600 volts. Unless otherwise noted, #14 through #4/0 cable insulation shall be type THW, THWN or THHN. All interior wiring in dry locations may be type TW in sizes up through #4.

Color code conductors consistently throughout the electrical system. All wire/conductors shall be full length, integral color pigmentation insulation in various colors and wire sizes up through at least #10, to indicate phase, voltage and/or duty in order to maximize safety in the system. Except when first approved by Construction Manager on submittal, no deviations will be allowed. Where integral pigmentation colors, other than black, white, and grey are not available, use colored plastic tape applied in a spiral half flap manner over exposed conductor portions in manholes, boxes, panels, switchboards, and other enclosures. Use only black insulated wire for power conductor, and apply at least 4 turns of identification color tape.

Only the integral color pigmentation insulation designated for neutral conductors will be allowed throughout the full length. Wherever bonding or grounding conductors are in raceway with other conductors, only green pigmentation insulation for the full length will be allowed. Color for control wires shall be red.

<b>TYPICAL CONDUCTOR COLOR CHART</b>		
<b>CONDUCTOR</b>	<b>SYSTEM VOLTAGE</b>	
	<b>227-480</b>	<b>120-240-208</b>
Phase A	Brown	Black
Phase B	Orange	Red
Phase C	Yellow	Blue
Neutral	Grey	White
Equipment ground & bond	Green	Green

Install wire and cable in conduits, ducts, or raceways after the raceway system has been completed. Exercise care to prevent damage to conductor or insulation. Cable lubricants shall be approved for the type of cable.

Cables and conductors shall be continuous from origin to equipment without running splices in intermediate pull or splice boxes. Where taps and splices are necessary and approved, they shall be made in approved splice boxes with suitable connectors as noted herein.

The Electrical Contractor shall furnish and install all hangers, racks, cable cleats, and supports required to make a neat and substantial cable installation.



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### **1042.25. CONDUCTOR TERMINATIONS AND SPLICES**

Use solder-less pressure-type connectors, unless otherwise specified. Connectors shall be Scotchlok for wire size No. 14 through No. 8, Burndy type KVS for cable #6 and larger.

Where compression-type connectors are noted on Plans, they shall be of the type as manufactured by Burndy Company, and shall be installed with approved hydraulic tools to assure a permanent mechanically secure high-conductivity joint.

Where conductors are to be connected to metallic surface, the coated surfaces of the metal shall be polished before installing the connector. Lacquer coating of conduits shall be removed where ground clamps are to be installed.

Each conductor cable group in panels, pull boxes, or troughs shall have a permanent tape or pressure-sensitive label with suitable numbers and letters for easy identification.

### **1042.26. UTILITIES:**

All contractors shall contact the utility companies which provide services to the site. Each shall pay for any additional service connections, and shall provide piping, valves, meters, pits, detector checks, conduit, service drops, pull boxes, trenching and backfill, and/or other appurtenances required by the utility company.

Contractors shall coordinate with the electrical utility to establish clockwise phase rotation (A-B-C) at each three phase service installation.

### **1042.27. CONCRETE WORK:**

Provide concrete work for duct banks, electrical equipment bases, unless specifically noted otherwise.

All concrete work shall conform to Technical Specification 0 Concrete Structures.

### **1042.28. TELEMETRY**

Electrical Contractor shall coordinate with Construction Manager for installation of conduit and wiring systems which interface with telemetry equipment.

Carson City shall bear responsibility of installation, alignment and testing of all telemetry equipment.

Contractor shall notify Construction Manager, if it should become necessary to move, alter, adjust, modify, or disconnect any existing telemetry equipment. Carson City shall effect necessary changes.

### **1042.29. DEMOLITION**

At the completion of the installation, testing and acceptance of all new facilities, Contractor shall obtain permission of Construction Manager to begin disassembly and demolition of the old facilities, if any.

All electrical equipment and appurtenances shall remain the property of Carson City, except those items noted on the plans (those items left for disposal) or those which are required and supplied by Contractor to maintain the energy service as necessary to operate the existing facilities while construction is in progress. Such other equipment as removed from the site shall be disposed of at an approved disposal location.

Contractor shall make every effort to coordinate demolition with Carson City and shall take care to deliver all salvaged equipment to Carson City without damage and in good working condition.

### **1042.30. SERVICE CHANGE**

Contractor shall coordinate his work with Sierra Pacific Power Company (SPPCo.) for the installation of all

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power requirements including temporary power as required at all the Construction Site(s). Contractor shall provide all additional items as necessary to maintain power at all existing stations, if any, until the full and satisfactory operation of the new system and authorization of Construction Manager.

Contractor shall notify Construction Manager Forty Eight (48) hours prior to any shut-down of power to any segment of the functional system.

Contractor shall coordinate his work with Nevada Bell for the installation of all required telephone services or modifications thereof.

**1042.31. SYSTEM START-UP**

After all testing has been completed to the satisfaction of Construction Manager, Contractor shall notify Construction Manager, Twenty Four (24) hours prior to start-up of the new system, for start-up instructions.

END OF DOCUMENT 6007

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**DOCUMENT No. 1043 WATERBORNE PAVEMENT STRIPING (5/22/13)**

**1043.1. DESCRIPTION**

**1043.2. GENERAL**

This work consists of applying permanent pavement striping and markings on the completed pavement. Use rapid dry waterborne traffic paint materials for the waterborne pavement striping item shown in the proposal.

**1043.3. CONSTRUCTION**

**1043.4. GENERAL**

Work shall be performed in accordance with the most current version of the Standard Specifications for Public Works Construction (Orange Book) unless otherwise noted.

Perform engineering for the location of the pavement striping according to the drawings, Special Conditions, these specifications, and as directed. The location of striping shall be the striping pattern depicted on the plan sheets.

Place markings in proper alignment. All striping and pavement markings shall be white except the handicap stall marking which shall be blue. Remove and replace markings not placed in proper alignment or pattern by approved methods.

Protect the pavement striping and markings from public traffic until dry.

Painted pavement striping shall be four (4) inches wide unless otherwise noted.

**1043.5. STRIPING EQUIPMENT**

Use equipment with a system capable of spraying both yellow and white paint, mounted on a truck of sufficient size and stability, and having an adequate power source to produce lines of uniform dimension and prevent application failure. Use equipment capable of placing stripes on the left and right sides and of placing two lines simultaneously with either line in a solid or intermittent pattern in yellow or white, and of applying glass beads at the proper rate. All guns must be in full view of operators at all times. Provide equipment with a metering device to register the accumulated installed footage for each gun, each day. Include at least one operator in each vehicle who is a technical expert in equipment operations and application techniques. Use equipment designed so that the pressure gauges for each pump are constantly visible to the operator at all times during its operation so that any fluctuation and pressure difference can be monitored immediately. Equip each paint tank with a mechanical agitator.

For rapid dry waterborne traffic paint materials use only equipment designed for water based paints.

After opening containers of rapid dry waterborne traffic paint, maintain a thin layer of water on the surface of the paint during storage to prevent skinning.

**1043.6. APPLICATION**

Rapid Dry Waterborne Traffic Paint. Apply paint to an approved clean and dry surface. Apply by a single application with a machine capable of dispensing beads immediately after paint is applied. Do not use thinner unless otherwise approved.

Do not apply paint when the ambient air temperature or the pavement temperature is below 7°C (45°F).

Apply Nev.Type II 6050 waterborne paint markings to obtain a twenty-five (25) mil minimum dry thickness, measured prior to addition of the drop-on glass beads.

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Produce markings of uniform thickness and with uniform distribution of glass beads throughout the line width. The width of lines shall be as specified with tolerance of one quarter (1/4) inch for four (4) inch lines and one half (1/2) inch for wider lines. Produce markings with sharp edges and cutoff at the ends.

**1043.7. FINAL ACCEPTANCE**

Final acceptance will be based on satisfactory compliance with these specifications. Work will have a six month warranty.

**END OF DOCUMENT 7000**

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**DOCUMENT No. 1044 PAINTING (10/13/03)**

**1044.1. SCOPE**

This section covers field painting, including surface preparation, protection of surfaces, and other appurtenant work. Unless otherwise specified, at the conclusion of field painting work all surfaces shall be covered with at least three coats of paint. Except for equipment with complete factory applied finish, at least two field coats of paint shall be applied to all surfaces.

Contractor shall furnish all materials, tools and equipment, and shall do all painting work specified herein, or otherwise specified or indicated on the Drawings.

**1044.2. MATERIALS**

All paint shall be delivered to the job in original unopened containers with labels intact. Paint shall be stored inside and shall be protected against freezing. No adulterant, unauthorized thinner, or other material not included in the paint formulation shall be added to the paint for any purpose.

Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the first field coat over shop painted or previously painted surfaces shall cause no wrinkling, lifting, or other damage to underlying paint.

All paint used for intermediate and finish coats shall be guaranteed by the paint manufacturer to be lead and mercury-free and fume proof. Any listed brand of paint that is not lead and mercury-free and fume proof shall not be used.

Where painting materials are referenced to Federal or Military Specifications, the reference shall define general type and quality required but is not intended to limit acceptable materials to an exact formulation.

**1044.3. INTERMEDIATE AND FINISH PAINTS**

Semigloss Alkyd

Fed Spec TT-E-529, Cook "Shadotone Satin Enamel"

Koppers "Glamortex Semi-Gloss"

Mobil "Series 31 Alkyd Satin Enamel"

Tnemec "Endura-tone"

or equal.

**1044.4. PRODUCT AND COLOR SELECTION**

Contractor shall submit color cards for all paints which he proposes to use, together with complete descriptive Specifications covering all unlisted brands, to Construction Manager for review and color selection. Requests for review submitted directly to Construction Manager by paint suppliers will not be considered. Colors will be coordinated by Construction Manager with Carson City.

**1044.5. FIELD PRIMING**

In general, surfaces of equipment, are specified to be shop primed. Any such surfaces which have not been shop primed shall be field primed. Shop coatings which are damaged or have failed, and have been determined unsuitable by Construction Manager, shall be removed and the surfaces field primed. Primers used for field priming, unless other wise required for repair of shop primers shall be:

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Pipe and equipment surfaces to be painted with alkyd enamel rust inhibitive.

A tie coat shall be applied between the primer and top coats, if recommended by the paint manufacturer.

### **1044.6. FIELD PAINTING**

All exposed surfaces, including sides and edges, shall be painted.

All in-vault piping, valves and equipment (metal surfaces) shall be painted with semigloss alkyd enamel.

#### **6.1. Surfaces Not To Be Painted:**

Except as otherwise required or directed, the following surfaces are to be left unpainted:

- a. Wood shakes
- b. Grease fittings
- c. Exposed surfaces of aluminum
- d. Polished or finished stainless steel. (Unfinished stainless steel shall be painted.)
- e. Nickel or chromium
- f. Galvanized surfaces, including piping, conduit and ductwork
- g. PVC, copper and poly-flo piping
- h. Rubber and plastics, including fiberglass reinforced plastics.
- i. Exterior concrete
- j. Surfaces specified to be factory finished or with a factory (not primer).

### **1044.7. COLOR SCHEDULE**

Refer to the drawings for the color schedule. Submit color samples to Construction Manager for approval.

### **1044.8. MIXING AND THINNING**

Paint shall be thoroughly mixed each time any is withdrawn from the container. Paint containers shall be kept tightly closed except while paint is being withdrawn.

Unless otherwise authorized, all paint shall be factory mixed to proper consistency and viscosity for application without thinning. Thinning will be permitted only as necessary to obtain recommended coverage at lower application temperatures. In no case shall the wet film thickness of applied paint be reduced, by addition of paint thinner or otherwise, below that represented by the recommended coverage rate.

### **1044.9. SURFACE PREPARATION**

All surfaces to be painted shall be dry and free of dirt, dust, sand, grit, mud, oil, grease, rust, loose mill scale, or other objectionable substances, and shall meet the recommendations of the paint manufacturer for surface preparation. Cleaning and painting operations shall be performed in a manner which will prevent dust or other contaminants from getting on freshly painted surfaces. Oil and grease shall be completely removed by use of solvents or detergents before mechanical cleaning is started. The gloss of previously painted surfaces shall be dulled if necessary for proper adhesion of top coats.

Surfaces shall be free of cracks, pits projections, or other imperfections which would prevent the formation of a smooth, unbroken paint film.

When applying touch-up paint, or repairing previously painted surfaces, the surfaces to be painted shall be cleaned and sanded or wire brushed in such a manner that the edges of adjacent paint are feathered or otherwise smoothed so that they will not be noticeable when painted. All paint made brittle or otherwise

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damaged by heat or welding shall be completely removed.

### 9.1. Ferrous Metal Surfaces

Ungalvanized ferrous metal surfaces shall be cleaned for painting by means of solvents, high-speed power wire brushing, scraping, or other suitable methods. Surfaces of welds shall be given special treatment by scraping and wire brushing as necessary to remove all slag and weld spatter. Tools which produce excessive roughness shall not be used.

Blast cleaning may be used at the option of Contractor provided that no dust is permitted to settle on adjacent wet paint films.

Mill scale which adheres so tightly that it cannot be lifted with a sharp knife need not be removed.

### 9.2. Masking

All nameplates and other surfaces not to be painted shall be neatly masked prior to painting.

### 9.3. Hardware

Hardware and hardware items such as bolts, screws, washers, and springs need not be cleaned prior to painting if there is no evidence of dirt, corrosion, or foreign material.

## 1044.10. APPLICATION

Paint shall be applied in a neat manner, with finished surfaces free of runs, sags, ridges, laps, and brush marks.

Each paint coat shall be hard and dry through the entire paint film before the next coat is applied. Each coat shall be applied in a manner that will produce an even film of uniform and proper thickness. In no case shall paint be applied at a rate of coverage per gallon which is greater than the maximum rate recommended by the manufacturer.

Paint films showing sags, checks, blisters, teardrops, or fat edges will not be accepted. Paint containing any of these defects shall be entirely removed and the surface repainted.

### 10.1. Priming

Edges, corners, crevices, welds, and bolts shall be given a brush coat of primer before the specified spot or touch-up painting of metal surfaces. Special attention shall be given to filling all crevices with paint.

Prime coating shall be covered with a tie coat if recommended by the manufacturer of the finish coating.

Abraded and otherwise damaged portions of shop applied paint shall be repainted. Welded seams and other uncoated surfaces, heads and nuts of field installed bolts, and surfaces where paint has been damaged by heat, shall be given a coat of the specified primer. This patch, spot, or touch-up painting shall be completed, and shall be dry and hard, before additional paint is applied.

### 10.2. Film Thickness

The total paint film thickness including prime coat (if any), intermediate coats, and finish coat shall not be less than ten (10) mils.

### 10.3. Weather Conditions

Paint shall not be applied, except under shelter, during wet, damp, or foggy weather, or when windblown dust, dirt, debris, or insects will collect on freshly applied paint. Paint shall not be applied at an air temperature below 50°F, or when metal temperature and atmospheric conditions cause condensation on the surface of the metal.

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**1044.11. REPAIRING DAMAGED PAINT ON EQUIPMENT**

Painted surfaces of equipment which have become damaged prior to acceptance by Carson City shall be repainted with the same or equivalent paint used in the original application.

**1044.12. PROTECTION OF SURFACES**

Throughout the work Contractor shall use drop cloths, masking tapes, and other suitable measures to protect all surfaces from accidental spraying, spattering, or spilling of paint. Contractor shall be responsible for and shall correct and repair damage resulting from his operations or the operations of those responsible to him. Paint deposited on surfaces which are not being painted at the time shall be immediately removed. Bituminous paints spilled or dropped on any material except metals shall be surface cleaned and spot painted with aluminum paint prior to applying the specified paint. Exposed concrete not specified to be painted which is damaged by paint shall be either removed and rebuilt or completely cleaned to the satisfaction of Construction Manager.

END OF DOCUMENT 7001



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**DOCUMENT No. 1045 SEALANTS AND CAULKING (12/10/09)**

**1045.1. SCOPE**

This section covers caulking and sealing.

**1045.2. GENERAL**

2.1. Work Included: Provide Sealants and Caulking where shown on the Drawings, as specified herein, and as needed for a complete and proper installation, including:

Sealing of all joints as required to provide a positive barrier against passage of air and passage of moisture.

Glazing sealants.

Fire stopping at through-penetrations.

2.2. Documents affecting work of this Section include, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections of these Specifications.

2.3. Related Work

Concrete

Concrete Unit Masonry

Metal Doors and Frames

Glass and Glazing

**1045.3. QUALITY ASSURANCE:**

Qualifications of Installers: For caulking and installation of sealants throughout the work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the drawings and the installation requirements called for in this Section.

**1045.4. REFERENCE STANDARDS:**

4.1. Federal Specifications (FS)

FS: TT-S-00230C: Single Component Sealants.

FS: TT-S-00227E: Multi Component Sealants.

4.2. American Society for Testing Materials (ASTM)

ASTM C834-76: Latex Sealing Compounds.

ASTM C920-79: Elastomeric Joint Sealants.

ASTM E814: Fire Tests of Through Penetration Firestops.

4.3. Underwriter's Laboratories

UL 1479: Fire Tests of Through Penetration Firestops.

4.4. National Fire Protection Code

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NFPA 70: National Electric Code.

NFPA 101: Life Safety Code.

### 1045.5. **SUBMITTALS**

Submit the following submittals in accordance with the requirements in the General Conditions.

#### 5.1. Manufacturer's Data:

A complete materials list showing all items proposed to be furnished and the application under which it will be installed.

Sufficient data to demonstrate that all such materials meet or exceed the specified requirements.

Specifications, installation instructions, and general recommendations from the materials manufacturers showing procedures under which it is proposed that the materials will be installed.

#### 5.2. Samples

Joint Sample: Prior to Sealants and Caulking work, provide a sample of each type of finished joint as directed by the Architect

The sample shall show the workmanship, bond and color of sealant.

The quality of the work throughout the job shall match the approved sample.

### 1045.6. **PRODUCT HANDLING**

Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.

Replacements: In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the owner.

### 1045.7. **DELIVERY AND STORAGE**

Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers.

Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.

### 1045.8. **PRODUCTS**

#### 8.1. General

Definitions: The terms "sealant" and "caulk" as used herein and as shown on the Drawings shall be interchangeable, and shall mean all sealing and caulking materials including elastomeric sealants, non-elastomeric sealants, acrylic sealants, mastic, adhesives, foam, firestop, primers, and back up materials required.

Contractor shall provide the proper sealant, primer, backer rod, bond breakers and other accessories required for each different substrate and application as recommended by the manufacturer for the installation.

Compatibility: Before purchase of each required material, confirm its compatibility with each other material it will be exposed to in the joint system.

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**Size and Shape:** As shown or, if not shown, as recommended by the manufacturer for the type and condition of joint, and for the indicated joint performance or movement.

**Grade of Sealant:** For each application, provide the grade of sealant (non-sag or self-leveling) as recommended by the manufacturer for the particular condition of installation (location, joint shape, ambient temperature, and similar conditions), to achieve the best possible overall performance. Grades specified herein are for normal condition of installation.

**Colors:** For exposed materials provide color to match the adjacent surface or as selected by Architect from manufacturer's standard colors.

For concealed materials, provide the natural color which has the best overall performance characteristics.

### **8.2. Elastomeric Sealants**

#### **Acceptable Manufacturers**

- a. Tremco
- b. Sika
- c. General Electric
- d. Dow Corning
- e. Approved equal

Provide an elastomeric, cold-applied, polyurethane or silicone sealant for applications as recommended by the manufacturer.

#### **8.2.2. Exterior and Interior Vertical Surfaces:**

**Usage:** Seal building joints, caulk at porous substrates, weatherproof junctions of building materials, and at joints to provide a positive barrier against passage of air and passage of moisture.

Two-Component, premium-grade, polyurethane-base, non-sag, elastomeric sealant complying with FS TT-S-00227E and ASTM C-920.

#### **8.2.3. Interior and Exterior Horizontal Surfaces:**

**Usage:** Expansion Control Joints in parking decks, pavements and driveways.

Two-Component, premium-grade, polyurethane-base, self-leveling, elastomeric sealant complying with FS TT-S-00227E and ASTM C-920.

#### **8.2.4. Glazing Sealant**

**Usage:** Glazing windows, curtain walls and skylights.

One-Component, silicone sealant, complying with FS TT-S-001543A and ASTM C-920.

#### **8.2.5. Interior Seams and Cracks**

**Usage:** Interior joints, seams and cracks where no passage of air or moisture is possible.

One-Component, acrylic/latex, non-sag, acrylic polymer base sealant complying with FS-TT-S-00230C Class B, Type II and ASTM C-920, Type S, Grade NS, Class 12-1/2.

#### **8.2.6. Wet Areas**

**Usage:** Non-porous surfaces around ceramic tile, showers, tubs, sinks and plumbing fixtures.

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One-Component, fungicidal mildew resistant, silicone rubber sealant complying with FS-TT-S-00230, FS-TT-S-001543 and ASTM C-920.

### 8.3. Non-Elastomeric Sealants

Acceptable Manufacturers

- a. Sika
- b. Approved equal

Provide a flexible sealer/adhesive for the application as recommended by the manufacturer.

### 8.4. Saw-Cut Joints

Usage: Non-moving saw-cut construction and control joints.

Two-Component, solvent-free, moisture insensitive, flexible, non-sag, self leveling epoxy resin material.

### 8.5. Primers

Provide Primers where required by the manufacturer which are nonstaining, have been tested for durability on the surfaces to be sealed, and are specifically recommended for the installation by the manufacturer of the sealant used.

### 8.6. Preformed Compressible Foam Sealants

Butylene Impregnated Foam Sealant: Preformed sealant strips of non-drying butylene compound saturating an open-cell flexible, compressible foam of polyurethane or other durable weather-resistant and permanently elastic material; formulated to provide a watertight joint with adhesive bond to joint surfaces when compressed in the joint to 50% of normal strip dimensions; non-staining and non-migrating; paintable.

### 8.7. Bond-Preventive Materials

General: Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, and which are nonabsorbent and nonstaining.

Backer-Rod: Closed-cell polyethylene foam backer-rod as a stopper or other material as recommended by the manufacturer.

Polyethylene Tape: Pressure-sensitive adhesive, with the adhesive required only to hold tape to the construction materials as indicated.

### 8.8. Other Materials

All other materials, not specifically described but required for complete and proper installation, shall be as selected by the Contractor subject to the approval of the Architect.

## 1045.9. EXECUTION

### 9.1. Job Conditions

Do not apply sealants and caulking when the ambient temperature is below 40°F.

Only apply sealant to clean, sound, dry, and frost-free substrates.

### 9.2. Inspection:

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions

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have been corrected.

### 1045.10. INSTALLATION

#### 10.1. Sealants

##### 10.1.1. General

Manufacturer's Instructions: Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

Set joint filler units at proper depth or position in the joint to coordinate with other work, including the installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint filler units.

Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides.

Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

Cure and Protection: Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.

##### 10.1.2. Preparation

Clean all surfaces. Joint walls must be sound, clean, dry, frost-free, and free of oil and grease. Curing compound residues and any other foreign matters must be thoroughly removed.

Porous substrates and precast concrete panels using form release agents other than polyethylene film should be cleaned by grinding, saw cutting, blast cleaning (sand or water), mechanical abrading or a combination of these methods which will provide a sound, clean and dry surface for sealant application.

Cleaning of all surfaces should be done on the same day on which the sealant is applied.

Provide backer rod of size and type as recommended by the manufacturer for the specific installation.

Install bond breaker tape or backer rod to prevent bond at base of joint.

Pre-condition units to approximately 70°F when recommended by the manufacturer. Move pre-conditioned units to work areas just prior to application.

##### 10.1.3. Priming

Prime the substrates as recommended by the manufacturer for the specific application.

Mixing for Two-Component Sealants:

Mix components per the manufacturer's recommendations.

Mix for 3-5 minutes to achieve a uniform color and consistency utilizing the mixing paddles or other

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instruments as recommended by the manufacturer. Utilize integral color as recommended.

Avoid entrapment of air during mixing.

### 10.1.4. Vertical Joints Application:

Apply into joints when joint slot is at mid-point of its designed expansion and contraction.

Place nozzle of gun into bottom of the joint filling entire joint. Keep nozzle in the sealant, and continue on with a steady flow of sealant preceding the nozzle to avoid air entrapment.

Avoid overlapping of sealant to eliminate entrapment of air.

Tool as required.

Do not cure in the presence of curing silicone sealants. Avoid contact with alcohol, and other solvent cleaners, during cure.

Maximum and minimum depth of sealant shall not exceed the manufacturer's recommendations for the particular application.

### 10.1.5. Horizontal Joints Application:

When placing self-leveling grade, pour sealant into joint slot in one direction and allow sealant to flow and level out as necessary.

Where horizontal joints are between a horizontal surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.

For use in horizontal joints in traffic areas, the absolute minimum depth of the sealant is 1/2 inch and closed cell backer rod is recommended to offer greater support.

Roadway joints should be recessed in the joint to a minimum of 1/4 inch from the surface. Joint dimension should allow for 1/4 inch minimum and 1/2 in maximum thickness for sealant. Proper design is 2:1 width to depth ratio.

## 10.2. Glazing Sealants:

### 10.2.1. General

Manufacturer's Instructions: Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

### 10.2.2. Preparation

Clean all joints and glazing areas by removal of foreign matter and contaminants such as oil, dust, grease, frost, water, surface dirt, old sealants or glazing compounds and any protective coating.

Dust, loose particles, etc., should be blown out of joints with oil-free compressed air or vacuum cleaned.

Metal, glass and plastic surfaces should be cleaned by a solvent procedure or by mechanical means. Soap or detergent and water cleaning treatments are not recommended.

Cleaning of all surfaces should be done on the same day on which the sealant is applied.

### 10.2.3. Application

All joints should be masked to insure a neat appearance and prevent sealant applied outside the joint

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confines from imparting a discoloration to the substrate.

Sealant should be applied in a continuous operation using sufficient pressure to fill the joint and make complete contact to the joint sides.

Tool the sealant slightly concave using solvent or dry-tooling techniques. Do not tool with soap or detergent and water solutions.

Areas adjacent to joints should be masked to assure neat sealant lines.

Do not allow masking tape to touch the clean surfaces to which the silicone is to adhere.

Tooling should be complete in one continuous stroke immediately after sealant application and before a skin forms.

10.3. Protection and Cleaning

Remove masking tape immediately after joints have been tooled.

Clean adjacent surfaces free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.

Excess sealant should be removed from all surfaces while still uncured. Cured sealant is very difficult to remove without altering or damaging the surfaces to which the sealant has been misapplied.

After installation and until Owner's acceptance, protect the Rated Firestop Systems from damage.

Dispose of (away from site) all debris, trash, containers, residue, remnants and scraps which result from the work of this Section.

END OF DOCUMENT 7007

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**DOCUMENT No. 1046 LANDSCAPE GRADING (6/15/04)**

**1046.1. GENERAL**

1.1. Description

Drawings and General Conditions of these Contract documents, including Special Conditions apply to this section.

1.2. Related Documents

DOCUMENT No. 1047 Landscape of these Technical Specifications

DOCUMENT No. 1048 Irrigation System of these Technical Specifications

**1046.2. SCOPE OF WORK**

Excavation and removal of existing soil, rock debris, or base material to achieve rough grade.

Installation of an approved topsoil mix to achieve finish grade.

Fine grading of all sod lawn areas, perennial areas, and landscape planting beds to a smooth and even finish elevation.

Contour finish grades to drain water away from all structures and to prevent ponding of water in lawn and planting bed areas.

**1046.3. ROUGH AND FINISH GRADE REQUIREMENTS**

After Contractor has installed any required imported top soil, it shall be spread evenly over the site planting areas and lawn areas.

Refer to the Landscape Architects= drawings for more information on fine grading requirements.

Fine grading shall consist of the following: Raking smooth to clear and grub areas to even out the low points in all planting areas and all lawn areas. Removing rocks and debris 1" in diameter and larger.

Mulch Areas: Finish grade to be 4"-6" below top of concrete sidewalks or mow strips. 4"-6" rock mulch material depth.

Sod Lawn Areas: Finish grade to be 1 1/2" below top of concrete sidewalk or mow strips.

No planting of trees, shrubs, seeding or sodding shall commence until final grade is achieved and approved by Construction Manager or Carson City=s Representative.

**1046.4. PROTECTION**

Protect all existing site structures, landscaping, amenities, paving, on-site vegetation and other features remaining as final work.

**1046.5. MEASUREMENT AND PAYMENT**

No direct payment will be paid for the landscape grading done in conjunction with installation of any irrigation, or landscape work.



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**1046.6. PRODUCTS**

**1046.7. MATERIALS**

Soil Amendments: See landscape specifications.

**1046.8. EXECUTION**

8.1. General

Verify site conditions and note any irregularities affecting work of this section. Notify Construction Manager of any problems or irregularities before beginning installation of required imported topsoil, soil amendments and fine grading.

Starting work means acceptance of existing conditions.

8.2. Clarification

These Contract documents do not intend to show all objects existing on site.

Before commencing the work of this Section, verify with Construction Manager all objects to be removed and all objects to be preserved; including all limits of construction.

Contractor is responsible for avoiding damage to all underground and above ground utilities and existing conditions that will remain as part of the finished product.

**1046.9. SCHEDULING**

Schedule all work in a careful manner with all necessary consideration for construction trades, Carson City, and Public.

Avoid interference with pedestrian and vehicle use within the project site.

**1046.10. PROTECTION OF UTILITIES**

Preserve in operating conditions all new and active utilities traversing the site and designated to remain and maintain all facilities/devices to be abandoned in an operational state until such time as they are no longer in use.

Contractor shall repair or replace at his expense any site elements, plant materials or utilities damaged by his operation.

**1046.11. PREPARATION OF FINE GRADE**

Leveling: Contractor shall remove all large rock, ruts, hummocks, and other uneven surfaces in the fine grade after incorporation of required soil amendments.

**1046.12. EXCESS WATER CONTROL**

**1046.13. UNFAVORABLE WEATHER**

Do not place, spread, or roll any fine grading soil fill material during inclement weather conditions, particularly in windy conditions.

Do not resume operations until moisture content is satisfactory to Construction Manager.

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**1046.14. LANDSCAPING AND IRRIGATION TRENCHES**

Compaction and backfill of all irrigation and landscaping trenches shall conform to the most recent edition of "Standard Specifications for Public Works Construction" as adopted by Carson City.

**1046.15. JETTING**

Unless specifically approved in writing by Construction Manager, jetting will not be permitted.

**1046.16. GRADING**

**1046.17. GENERAL**

Except as otherwise directed by Construction Manager, perform all finish grading required to attain the elevations indicated on Construction Managers drawings.

**1046.18. LANDSCAPE PLANTING AREAS**

All finished areas which are to receive landscape plant material shall be graded to within the required grade elevations in the grading specification and all grades shall be free from irregular surface changes. The degree of finish in all landscape planting bed areas shall be that ordinarily obtainable from a hand shovel and rake operation. Exposed roots shall be cleanly cut, covered from sunlight and kept moist and cool until backfilled.

**1046.19. TREATMENT AFTER COMPLETION OF GRADING**

Contractor shall clear sod lawn areas and planting beds of all roots, weed, debris and rocks larger than 1" in diameter. This material shall be hauled off the site and disposed of properly.

After fine grading is completed and Construction Manager has finished his inspection, further excavation, filling, or grading, except with the approval of Construction Manager, is not permitted.

Use all means necessary to prevent the blowing or erosion of freshly graded areas until construction is complete. These activities shall continue until such time as the installation of plant material and mulch cover. (As per requirements of the Nevada State Environmental Protection Agency, Air Quality Division (775) 687-4670.)

**1046.20. DRAINAGE**

All areas shall be sloped to sheet drain away from any building, as per the Landscape Architect's drawings. If grades are not specified on the Landscape Architect's drawings, provide minimum positive drainage with a minimum fall not less than four (4) inches and a maximum fall of not more than eight (8) inches for every ten (10) feet. The measurement shall be between the landscaped areas and the top of the mow strip or edge of sidewalk.

END OF DOCUMENT 9000

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## DOCUMENT No. 1047 LANDSCAPE (5/21/07)

### 1047.1. GENERAL

#### 1.1. Description

Drawings and General Conditions of these Contract documents, including Special Conditions apply to this section.

Contractor shall, at his expense, verify the locations of all new and existing utilities; before any digging or construction begins whether shown on the drawings or not, and shall be responsible for any and all damage and repair to the same.

Contractor is responsible for the acquisition of all necessary permits associated with the project construction.

It is the responsibility of Contractor prior to submitting a bid for the work under these Contract documents and specifications, to review the drawings and visit the site to familiarize himself/herself with the site conditions, means of getting material onto the site and any other factors affecting the work.

The work shall consist of furnishing all labor, materials, services, tools, equipment and incidentals and performing all of the work required in accordance with these Contract documents and as specified herein, including incorporation of required imported topsoil/soil amendments into rough grade, sodding of lawn areas, excavation of tree and shrub pits, furnishing, planting and fertilizing all plant material, furnishing required imported topsoil, mulch installation, replacement of damaged or unhealthy plant material, protection of existing trees, preparation and planting of all plant material and maintenance of the project site and all landscaping materials for the duration of the project until Final Project Acceptance as specified elsewhere in these specifications. The work shall be performed in accordance with the best standards of practice relating to the various trades and under the continuous supervision of a competent foreman, capable of interpreting these Contract documents and these specifications.

Finish Elevations: Excavation, filling and grading, as required, to establish landscape planting bed elevations and lawn area finished grades as shown or detailed on project drawings. Coordinate all work with the Contract drawings in order to arrive at a finish grade that will allow tolerance for required imported topsoil and soil amendments, mulch treatments as required, in other sections of these specifications.

Owner: Means the Carson City Parks and Recreation Department.

### 1047.2. RELATED DOCUMENTS

0 Landscape Grading of these Technical Specifications

DOCUMENT No. 1048 Irrigation System of these Technical Specifications

No work shall be performed without approval of Construction Manager.

Prior to commencing site operations, Construction Manager shall review and verify with Contractor all pertinent landscape issues regarding the project site.

All existing vegetation designated to remain as part of the final product shall be protected. Contractor shall protect and preserve all remaining existing trees, after those marked for removal have been removed. Tree protection shall include: no vehicle or equipment storage and no trenches or grading will be allowed within the drip line of any of the existing trees. All tree roots that may become exposed shall be cleanly cut and covered from sunlight; keep moist and cool. Roots greater than 2" diameter shall be tunneled under, rather than cut. Significant damage to or loss of any trees will result in Contractor being required to furnish and install, at no cost to Carson City, replacement tree(s) (with premium grade nursery stock - min. size 3"

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caliper or 8' ht b & b) on a 4:1 basis. (Four new trees as selected by Carson City's representative, to be planted for each existing tree significantly damaged or lost) The determination of whether a tree is "significantly damaged or lost" will be made by Carson City's Arborist, and that determination shall be final and is not debatable.

Contractor shall arrange for transportation and delivery of the trees and shrubs to the project site. After Final Project Acceptance Contractor shall assume a full one (1) year warranty on the trees and shrubs and guarantee that they will remain healthy and continue to grow. Construction Manager in conjunction with Carson City shall determine if a plant is in a healthy growing condition. If it is not, Contractor, at his expense, shall replace the plant immediately. The replacement plant shall remain under the one (1) year warranty period as per the original plant. Replacement plantings shall be conducted to achieve original planting quality and densities.

All landscape and irrigation work shall be performed by a licensed C-10 Nevada Contractor.

Contractor shall, at all times, have on the job site a Foreman fluent in understanding and speaking the English language.

### **1047.3. QUALITY ASSURANCE**

### **1047.4. INSPECTIONS**

Site inspections of the landscape construction project shall be required for the following parts of the work:

Inspection of shrubs and trees upon delivery and prior to unloading.

Inspection of the final location of all plant material prior to installation.

Inspection upon final placement of all Contractor supplied materials.

Punch List - Final Project Acceptance.

All inspections and reviews specified herein shall be made by Construction Manager. Contractor shall request inspection at least two (2) working days in advance of the time the inspection is required.

Such reviews shall not impair the right of inspection and rejection during the progress of work.

Construction Manager reserves the right to refuse any plant material, the type of rock mulch, products, or work related to this project that is not in accordance with these Contract documents or these specifications.

All landscape plant material quality and size shall conform with NRS 555 and the current edition of "American Standard for Nursery Stock" for number one grade nursery stock as adopted by the American Association of Nurserymen. In all cases, botanical name will take precedence over common name.

Ship landscape materials with Certificates of Inspection required by governing authorities. Comply with all regulations applicable to landscape materials.

### **1047.5. SUBMITTALS**

#### **5.1. Certification:**

Submit Certificates of Inspection as required by governmental authorities. Submit other data substantiating that materials comply with the specified requirements. Such certificates may be tags, labels, and/or manufacturer's literature. All submittals shall be approved before Contractor begins work.

### **1047.6. PLANTING SCHEDULE**

Submit a proposed landscape construction and planting schedule for approval by Construction Manager,

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indicating installation dates for each type of work. Correlate maintenance period with installation of plant material to provide maintenance until Final Project Acceptance. Provide any necessary information required by Carson City. To prevent frost damage to new plantings, no plant installation shall occur after the ground begins to freeze each night (normally in early November).

### **1047.7. MAINTENANCE INSTRUCTIONS**

Submit typewritten instructions recommending procedures to be established by Carson City for maintenance of all landscape plantings and landscape work for one (1) full year after Final Project Acceptance. Submit preliminary draft to Construction Manager for review prior to Carson City beginning maintenance. Provide Construction Manager with three (3) copies each of the final maintenance instructions.

Contractor shall notify Construction Manager, in writing, of the source of all plant material including address, phone number, and a contact person. Plants may be required to be inspected at the nursery before delivery.

Contractor may submit to Construction Manager pictures of all trees listed on the plant list before ordering. Carson City Parks and Recreation Department encourages submittal of pictures to facilitate plant ordering and quality control.

### **1047.8. DELIVERY, STORAGE AND HANDLING**

Packaged Materials: Deliver packaged materials in original containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at the project site.

Protect all plant material at all times from sun or drying winds, as necessary, until planted. Plants shall not be handled by unprotected root balls, stems, trunks, or tops, but only by the container.

Protection against drying out: If landscape planting is delayed more than six (6) hours after delivery, set trees, shrubs and sod in the shade, protect from weather, mechanical damage, or other injury and keep roots moist by watering, as needed, and by covering with mulch, burlap or other acceptable means of retaining moisture. Do not permit roots to dry out for any reason. Required delivery dates shall be included in the project schedule provided by Contractor.

Contractor shall make arrangements with all vendors for delivery time and dates of all plant material. Upon delivery to the job site, plant material will be inspected by Contractor and Construction Manager for acceptance. Plant material being accepted shall be the responsibility of Contractor to maintain and store until planted.

Do not remove container grown stock from containers until planting time.

Where water is not available from an irrigation source, Contractor shall make arrangements to supply water at no cost to Carson City.

Shipment and Delivery: Contractor shall promptly notify Construction Manager in advance, when the plant material will be delivered and the manner of shipment. When shipment is made by truck, all plant material shall be packed to provide adequate protection against direct exhaust fumes emitted from the delivery truck, climatic, seasonal and breakage injuries during transit. The tops shall be securely covered with tarpaulin or canvas to minimize wind whipping and drying. Shipments to local or nearby freight yards shall be given special attention to insure prompt delivery and careful handling therefrom to the point of final delivery at the job site. Improper handling of freight may be deemed grounds for rejection by Construction Manager.

Watering for the plant material or nursery storage shall be such as to preserve the growth and health of the plant. Plants not watered over any 24 hour period may be rejected by Construction Manager.

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**1047.9. PERFORMANCE STANDARD**

Landscape Planting Performance Standards: Contractor shall guarantee all landscape plant stock (trees, shrubs, perennial, ground covers and other plant material) to take root and grow, and thrive (be alive and in healthy condition) for a period of one (1) year after the Final Project Acceptance.

All plant material shall be replaced promptly when it has died or is not in a vigorous and healthy growing condition, as determined by Construction Manager except for plant losses due to vandalism or neglect by Carson City. Such replacement, shall be without additional cost to Carson City and shall be inspected prior to planting. All of replaced material shall meet the same specifications as the original plantings. Contractor shall repair any damage created during replacement operations to the satisfaction of Construction Manager and at no cost to Carson City.

Provide a uniform stand of grass by watering, mowing, and maintaining sod lawn areas until Final Project Acceptance. Re-sod or reseed lawn areas (with specified materials) which fail to provide a uniform stand of grass until all affected areas are accepted by Construction Manager.

**1047.10. INSPECTION OF PLANTS**

10.1. Landscape Plant Material

The species (scientific and common names), size, manner in which to be furnished and indication of the approximate number required to complete the planting are shown on the planting plan. Contractor shall furnish and plant all plant material required by the drawings. Surpluses or shortages on the plan shall not be used for claims for additional compensation. The right is reserved to reject any plants considered unsatisfactory. All plant material are subject to inspection and approval by Construction Manager.

10.2. Plant Material Substitutions

Plants other than those named in the plant list or size changes of those plants will not be accepted unless specifically approved in writing. Proposed substitutions in each case must possess the same essential characteristics as the kind of plant actually specified in regards to appearance, ultimate height, shape, habit of growth, general soil, and other requirements. Size substitution may be permitted if approved by Construction Manager. All plant substitutions or size changes must be approved in writing by Construction Manager before construction begins and the plants are ordered.

10.3. Plant Health

All plant material shall be free of damage. Foliage, roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of insect infestations and diseases. Top growth shall be appropriate for bottom growth. "Leggy" or floppy growth on shrubs or perennials shall be pruned back two weeks prior to installation.

Plant maintenance operations shall begin immediately after each plant and sod lawn area is planted. Contractor shall have full responsibility for the proper care of the sod lawn areas and plants until Final Project Acceptance and Contractor is relieved of all maintenance responsibilities.

**1047.11. FINAL APPROVAL ON ALL DECIDUOUS TREES SHALL MEET THE FOLLOWING CRITERIA**

Size: Provide trees of uniform height, spread and caliper indicated by the current edition of the American Standard for Nursery Stock: Type 1 shade trees.

Where shade trees are required, provide single-stem trees with appropriate trunk taper (i.e. larger caliper at base and smaller caliper at first branch) and intact main leader, height of branching shall bear a relationship to the size and kind of tree so the crown of the tree will be in good balance.

Where small trees of upright or spreading type are required, provide trees with single stem, branched naturally according to species and type, and with relationship of caliper and branching recommended by the current edition of the current edition of the American Standard for Nursery Stock.

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**1047.12. FINAL APPROVAL ON ALL DECIDUOUS SHRUBS SHALL MEET THE FOLLOWING CRITERIA**

Size: Height/Dimensions shown or indicated on contract documents.

Form: Provide deciduous shrubs with not less than a minimum number of canes required by the current edition of the American Standard for Nursery Stock.

**1047.13. FINAL APPROVAL ON ALL EVERGREEN TREES AND SHRUBS SHALL MEET THE FOLLOWING CRITERIA**

Size: Provide evergreen trees of the sizes shown on these Contract documents with full branching structure and oversized root balls. Dimensions for spreading and semi spreading evergreen shrubs and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar shall conform to the current edition of the American Standard for Nursery Stock. Provide evergreen trees and shrubs with a well balanced form that complies with requirements for other size relationships to the primary dimension indicated.

Form: Provide quality evergreen trees unless indicated as "specimen".

Where indicated as "specimen", provide exceptionally heavy, well-shaped evergreen trees of following grade: Heavy Grade "XX"

Roots: No circling, girdling or "J" roots

**1047.14. REQUIREMENTS FOR BALLED AND BURLAPPED STOCK**

General: Where indicated to be balled and burlapped, provide trees and shrubs dug with firm, natural ball of earth in which they were grown.

Provide ball size of not less than diameter and depth recommended by the current edition of the American Standard for Nursery Stock for type and size of tree or shrub required to encompass fibrous and leading root system necessary for full recovery of trees and shrubs subject to unusual or non typical conditions of growth, soil conditions, or horticultural practice.

**1047.15. REQUIREMENTS FOR CONTAINER GROWN-STOCK**

General: Where specified as acceptable, provide healthy, vigorous, well-rooted (but not root-bound) trees or shrubs established in container in which they are sold.

Established container stock is defined as a tree or shrub transplanted into container and grown in container for a length of time sufficient to develop new fibrous roots, so that root mass will retain its shape and hold together when removed from the container. Container-grown plants shall have sufficient roots to hold soil together after removal from containers without kinked, circling, or J roots, and without being root-bound.

Containers: Use rigid containers that will hold ball shape and protect root mass during shipping. Provide trees and shrubs established in containers of not less than minimum sizes recommended by the American Standard for Nursery Stock for kind, type, and size of trees and shrubs required.

Plant material characteristics to be checked include size, vigor, shoots and leaves or buds that are firm and healthy. If the top is acceptable, then a check of the roots of the container stock will follow. Roots of balled and burlapped plant material cannot be checked until time of planting. It is Contractor's responsibility to send the required specifications listed in the General Landscape Notes to the supplier. With container plants, 50 percent of each species will be checked for kinking, circling, club, and J roots.

Trunk development in container plants will be tested. If the tree is staked, it will be untied from its support. If the crown of the tree bends over sharply and cannot support itself, the tree will be rejected.

If the plants pass these tests, a minimum of one per species or three percent of each species will be

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checked by washing out some of the soil to check the container roots to be sure they are free from kinking, circling, club, and J roots.

The peripheral roots will be inspected by cutting the container or slicing the root ball from its tapered container. Small to medium diameter roots that are supple and not densely entwined around sides are ideal. Numerous large roots that are rigid and matted around the sides at the bottom of the root ball will need to be pruned severely at planting. A plant with such roots will have to be watered carefully throughout the post planting care period.

### **1047.16. PRODUCTS**

#### **16.1. Materials Other Than Plants**

All planting bed areas shall have installed 3" - 8" washed round river cobble placed over specified weed fabric. In the plant material water basin areas install rock mulch of 1" - 2" washed round river rock or an approved equal.

Grass sod: Sod shall be a bluegrass/rye grass mix approved by Construction Manager.

Grass Seed: Grass seed for topseeding shall be Agrono-Tec brand Ballfield 4A Mix by the Agrono-Tec Seed Company (Phone 1-800-543-4109).

Tree Stakes: All trees shall be staked. Refer to the landscape construction details.

"I.B.D.U." water-soluble starter plant fertilizer bags / tablets, or an approved equal, shall be installed in all planting pits. Use 1 per 1 gallon container, 3 per 5 gallon container, and 5 per 15 gallon container, 2" caliper or larger. Install 2" - 3" below finish grade.

Imported Topsoil: During fine grading or scarification operations, should the need arise for additional topsoil, it shall be Nevada Organic Premium Topsoil Mix (or an approved equal).

Weed Fabric: Contractor to install a Dewitt 5 Pro weed barrier (or an approved equal) in all landscape planting beds. Secure weed barrier to finish grades per manufacturer=s recommendations.

### **1047.17. EXECUTION**

#### **17.1. Order of Work**

Project area soil excavation and establishment of rough grade by Contractor.

Landscape and irrigation construction work shall progress in the order outlined below.

Verify locations of existing irrigation sleeves and install additional sleeving for the irrigation system.

Scarify all landscape planting beds.

Install irrigation mainline, electric valves and control wires in all lawn and landscape planting bed areas.

Topdress rough grade of all lawn areas with 2" of topsoil. Incorporate imported topsoil into all lawn areas rough grade to provide a soil transition between native soil and imported topsoil. Again, topdress all lawn areas with an additional 2" of topsoil to establish finish grade.

Install Irrigation Controller.

Plant all landscape containerized plant stock.

Install irrigation system drip lines and emitters to the base of the landscape plant material (trees, shrubs and groundcovers) fine grade all landscape areas after plant material installation.



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Install irrigation spray system to all lawn areas; fine grade all lawn areas before seeding / sodding.

Install weed barrier.

Apply mulch treatments.

Install sod areas/repair damaged sod areas.

Topseed turf areas turf areas designated for top seeding repairs.

Hydroseed areas shown on drawings for hydroseeding.

Site clean up.

Punch list and Final Project Acceptance.

### **1047.18. SITE INSPECTION**

Before beginning work, Contractor shall carefully inspect the existing grades and the installed work of other trades and verify that the lawn and landscape planting may begin in accordance with these Contract documents.

Should existing project conditions, sub-surface drainage or soil conditions be encountered which would be detrimental to the growth or survival of the plant material, Contractor shall notify Construction Manager in writing, stating the conditions and submitting a proposal covering the cost of correction. If Contractor fails to notify Construction Manager of such conditions, he shall be responsible for plant material under the Guarantee Clause of these Specifications.

Verify site conditions and note any irregularities affecting future site work. Notify Construction Manager of any problems or irregularities before landscape construction begins.

Beginning irrigation or landscape planting work means acceptance of existing site conditions.

Proceed with installation of landscape planting work as rapidly as portions of the site become available, working within seasonal limitations for the landscape work required.

Determine location of all underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Construction Manager before planting.

Install plant material up to the close of the planting window and prior to ground freezing for the landscape work required. (Can be as late as early-November if approved by Construction Manager). Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion until Final Project Acceptance.

Contractor shall be responsible for the location of all underground utilities whether indicated on the drawings or not shown before construction begins. If any damage occurs, it is Contractor's responsibility to repair and/or replace the material immediately so that service is not disrupted.

All trees and shrubs shall not block or interfere with lights, signs, etc., when installed. Any conflict shall be brought to the attention of Construction Manager.

### **1047.19. PREPARATION OF ROUGH GRADE**

Scarify by ripping and turning the soil over in all lawn areas= rough grade to a 6" - 8" depth.

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All required topsoil amendments shall be incorporated into the scarified rough grade.

Topdress rough grade of all lawn areas with 2" of topsoil. Incorporate imported topsoil into all lawn areas rough grade to provide a soil transition between native soil and imported topsoil. Again, topdress all lawn areas with an additional 2" of topsoil to establish finish grade.

Remove from all landscape planting bed areas and all lawn areas any roots, large rocks or debris that is brought to the surface as a result of establishment of either rough grade or finish grade. Cleanly cut roots that remain.

### **1047.20. SEED AND SOD LAWN AREA PREPARATION**

All lawn areas shall be cleared and raked as per the landscape grading section.

Fine grade soil as directed by Construction Manager, also providing positive drainage away from all buildings. Maintain levels, profiles and contours of existing grades.

Remove any stone 1" in diameter and larger, roots, grass, weeds, debris, and foreign material while fine grading.

Manually spread soil around existing trees and vegetation, site elements, existing asphalt parking lot edge and new concrete sidewalks and mow strips to prevent damage. Add additional topsoil to lawn areas to establish necessary grades.

Remove any unused surplus soil from site.

Leave site clean, raked, and ready to receive seed or sod.

### **1047.21. SOD LAWN INSTALLATION**

Place required imported topsoil in areas where sod lawn areas are shown on the drawings.

Use topsoil with organic matter in relatively dry state. Place during dry weather.

Roll placed soil to even out finish grade surfaces. Do not compact soil.

Remove surplus subsoil and topsoil from site.

Leave site clean and raked ready to receive sod.

Fine grade to a uniform finish, removing all surface rock larger than 1" diameter. Roll all sod lawn areas uniformly to approximately 80% compaction. Do not over compact.

Install sod so all joints are tight and smooth on a smooth, moist lightly compacted surface. Lay sod such that long edges are parallel to contours and perpendicular to slope. Alternate joints in running bond pattern. Contractor to apply a nitrogen, phosphorous, and potassium fertilizer in amounts recommended in a soil reports from a qualified soil-testing agency, and approved by Construction Manager on the surface of the fine grade before installation of sod.

Roll sod. Final rolling process must provide uniform surface.

Contractor shall adjust grade irregularities as required. Irregularities of 1" will be the maximum acceptable tolerance.

Upon completion of final rolling, the lawn shall be watered frequently (typically 3 times per day) for 5-10 minutes or as weather conditions require. Do not water at night. Approval will be based on uniform, healthy and vigorous growth with no dry or dead spots in any new sod areas. Subsequent mowing on a regular basis shall be Contractor=s responsibility until Final Project Acceptance.

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There is to be no sodding from June 15<sup>th</sup> through August 15<sup>th</sup> each year.

### **1047.22. PREPARATION OF LANDSCAPE PLANTING AREAS:**

Confirm with Construction Manager the layout of individual tree locations and areas for shrub and perennial plants. Stake locations, outline areas and secure Construction Manager acceptance before starting installation of work. Make minor adjustments as may be requested. All tree planting pit locations shall be dug deep enough to break through any existing clay pan, or to a depth as shown on planting details. Attain Construction Manager review of excavation before proceeding with work. Remove excess excavated material completely from job site and do not use any except as specified on landscape work at the project site.

Finish grade in all landscape areas shall be sloped away from any building and any surface drainage shall be directed as indicated on the Contract drawings.

Before back filling planting pits, clean any roots, plants, sod, stones, clay lumps, and other extraneous non-acceptable material harmful or toxic to plant growth from soil backfill.

Contractor to apply Ronstar Granular Pre-emergent Herbicide (or an approved equal) throughout all rock mulch areas prior to placing of weed fabric and mulch. No pre-emergent herbicide shall be applied in perennial or ground cover areas.

All planting beds shall be stripped and cleared of all lawn, roots, weeds, and debris and shall be raked to a smooth and even grade.

All planting holes shall either be hand or backhoe dug (no auger), and all sides shall be scarified. All holes shall be 3 times as wide as the rootball and back filled with existing soils and imported topsoil as specified in the landscape general notes or details.

Contractor to perform a percolation test in selected landscape planting areas. The test will consist of digging several planting pits to a specified size and filling them with water. If standing water is still remaining in pits after 30 minutes, contact Construction Manager for corrective drainage measures.

### **1047.23. CLEANUP AND PROTECTION:**

During irrigation and landscape work, keep pavements clean and work area in an orderly condition, haul away and remove all debris from landscape areas daily and do not leave any pruning, name tags, clippings and/or other material. Keep all equipment, materials and other items used for or resulting from landscape work out of traffic and pedestrian areas.

Protect irrigation and landscape work and materials from damage due to landscape operations, operations by other Contractors and/or other trades. Maintain protection during installation and maintenance periods. Repair or replace damaged landscape work as directed or needed.

All grubbed and unusable material shall be removed from the site by the end of each working day.

Contractor to provide safety fencing or approved barricades to all excavations, depressions or obvious hazards when absent from the work site.

### **1047.24. PROTECTION OF EXISTING TURF AND TREES**

Work limit lines shall be delineated per the Contract drawings, and construction shall be kept inside these boundaries.

Existing mature trees and turf adjacent to and on park property shall be protected from damage during construction by fencing or other means.

Any damage to existing turf, irrigation or trees shall be corrected at the expense of Contractor whose work

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has caused said damage.

Extreme caution shall be used in work around existing trees closest to the proposed project area.

As required, tree protection shall include the following measures:

No driving, parking, materials storage, dumping, cleaning of concrete trucks or other equipment, grading, compaction or other activity detrimental to the health of the tree shall be permitted in the protection zone.

Fencing or other high visibility material shall be erected to protect existing trees per Construction Manager's direction. If fencing is knocked down, it shall be replaced immediately. A "No Trespassing" / "No Entry" sign shall be placed outside the fencing.

The tree nearest the construction site shall be further protected by nailing 2x6 lumber to wire to create a rigid fencing material. This shall be secured around the trunk.

Trenching or rototilling shall not be permitted in the vicinity of the tree.

Any roots that are pruned must be cleanly cut. Ragged tears will not be permitted.

Do not leave roots exposed. Cover with dirt immediately to prevent drying out.

**1047.25. MAINTENANCE**

Maintenance of the project area shall consist of and include furnishing all labor, materials, services, tools, equipment, water, and incidentals and performing all of the work required herein these specifications.

Begin maintenance upon completion of and immediately after installation of any landscape plant material or sod lawn areas.

Maintain all trees, shrubs and other plants until Final Project Acceptance. Construction Manager shall review health of trees and shrubs for Final Project Acceptance. No maintenance shall be performed by Contractor after Final Project Acceptance of the project, unless contracted to do so.

Mow (2" height) newly established sod lawn areas until Final Project Acceptance, and fertilize two (2) weeks after installation with an approved slow release fertilizer, as directed by Construction Manager.

Before Final Project Acceptance, inspect all landscape plantings once every two weeks (minimum) for under-watering, over-watering, insects and diseases. (Treat diseases and insect infestation as required).

Inspect drip irrigation system and spray heads for proper operation. Adjust if plant material shows stress from under-watering or over-watering.

Maintain lawn areas, including watering, spot weeding, mowing, applications of herbicides, fungicides, insecticides, and re-sodding or re-seeding until a full, uniform stand of grass free of weeds, undesirable grass species, disease, and insects is achieved and has a Final Project Acceptance by Construction Manager.

Water sod areas daily (several short duration=s) to maintain adequate surface soil moisture for proper sod rooting. Continue daily watering for twenty (20) to thirty (30) calendar days. Thereafter apply approximately 1/2" of water twice weekly until Final Project Acceptance.

Maintain all landscape planting bed areas, including trash pick-up, watering, spot weeding, applications of herbicides, fungicides and insecticides until weed-free planting beds are achieved and until Final Project Acceptance by Construction Manager.

Any dead plant material identified shall be replaced within 2 weeks.

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All pruning shall be in accordance with the most recent edition of the ANSI A300 Pruning Standards.

**1047.26. PROJECT FINAL REVIEW AND ACCEPTANCE**

After all the landscape work is completed Construction Manager, upon request (48 hour notice), will make a tour of the work to determine acceptability.

The landscape work may be reviewed for Final Project Acceptance, in parts or as agreeable to Construction Manager, provided maintenance work continues in areas not yet accepted as completed.

When reviewed, if the landscape work does not comply with Final Project Acceptance requirements, replace rejected work and continue maintenance until Construction Manager finds all work to be acceptable. Remove rejected plants and materials promptly from project site.

Sod lawn areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, uniform, close stand of the specified grass is established free of weeds, undesirable grass species, disease, and insects.

END OF DOCUMENT 9001

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**DOCUMENT No. 1048 IRRIGATION SYSTEM (6/15/04)**

**1048.1. GENERAL**

1.1. Description

Drawings and General Conditions of these Contract documents, including Special Conditions apply to this section.

1.2. Summary

This section includes the controller, backflow preventer, valves, piping, sprinklers, specialties, accessories, and wiring for a drip irrigation system for all planting bed areas and a spray irrigation system for all lawn areas.

Related Sections: The following Sections contain requirements that relate to this Section:

0 Landscape Grading of these Technical Specifications

DOCUMENT No. 1047 Landscape of these Technical Specifications

1.3. Work Included

The furnishing, installing, and testing of all specified material, equipment, necessary specialties and equipment, removal and/or restoration of existing elements, excavation and backfilling, and other work in accordance with these Contract documents as required for a fully functional irrigation system.

**1048.2. DEFINITIONS**

Pipe sizes used in this Section are nominal pipe size (NPS) in inches. Tube sizes are Standard size in inches.

Pressure Piping: Mainline piping downstream from water meter to and including control valves. Piping is under irrigation system pressure. Piping in this category includes a pressure regulator, flow sensor, master valve, and backflow preventer, isolation valves, and gate valves, when used.

Circuit Piping: Piping downstream from control valves to irrigation sprinklers. Piping is under pressure (less than pressure piping) during flow.

Control Valve: Automatic (electrically operated) valve for control of water flow to irrigation system zone.

**1048.3. SYSTEM PERFORMANCE REQUIREMENTS**

Location of Irrigation Devices: Design location is approximate except for sprinkler head locations which are exact. Make minor adjustments necessary to avoid existing fencing, structures and obstructions.

Minimum Water Coverage: All turf areas and planting bed areas shall have 100% water coverage.

Components and Installation: Capable of producing piping systems with the following maximum working pressure ratings except where indicated otherwise.

Pressure Piping: 150 psi.

Circuit Piping: 100 psi.

The irrigation system has been designed to work at peak efficiency during the lowest water system pressure times. If Contractor has any concerns regarding the irrigation system's performance with the

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available water pressure, immediately contact Construction Manager.

### 1048.4. SUBMITTALS

#### 4.1. General

Submit the following product data as specified in Shop Drawings and Quality Control/Inspections of the General Conditions.

### 1048.5. MATERIALS LIST

Contractor shall provide a complete list of materials to Construction Manager. The list shall provide the item number, trade name, and corresponding catalog number. In conjunction with the list of materials, supportive data in the form of catalog sheets, specifications, or brochures giving complete and detailed information for each item shall be provided. Product data including pressure rating, rated capacity, settings, and electrical data of selected models for the following:

Master valve and flow sensor.

Air release valves.

Backflow preventer, including test equipment.

Pressure regulator, as required.

Valves, including general-duty, underground, manual and automatic control, and quick-coupler types, and valve boxes.

Sprinklers, including riser devices.

Controller, including controller wiring diagrams.

Field Control Wiring and direct burial shielded communication cable.

Strong box enclosures.

Central irrigation antenna equipment.

Wiring diagrams for electrical controllers, valves, and devices.

Any shop drawings showing requested changes to the irrigation system, including plan layout and locations, types, sizes, capacities, and flow characteristics of irrigation system components need to be submitted to Construction Manager in writing for review and approval. Include backflow preventers, valves, piping, sprinklers and devices, accessories, controller, and wiring. Show areas of sprinkler spray and overspray.

One controller chart for each automatic controller supplied, showing the area covered by the controller. Controller chart to be hermetically sealed between two pieces of plastic and installed on controller door. The charts are to be a legible, reduced drawing of the actual as built system.

Maintenance data for inclusion in an "Operating and Maintenance Manual" for "Project Closeout" for the following:

- a. Master valve and flow sensor.
- b. Backflow preventers, including instruction for testing.
- c. Air release valves.

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- d. Pressure regulators.
- e. Automatic control valves, quick coupler valves.
- f. Sprinklers.
- g. Controller.
- h. Strong box enclosure.
- i. Antenna equipment.

### **1048.6. QUALITY ASSURANCE**

Construction documents shall be on the site at all times while the irrigation system is being installed. Contractor shall make daily record of all work installed each day. Actual location of curb stop and waste valves, gate valves, quick coupling valves, electric valves, and mainline piping insulation valves shall be noted on the drawings by dimensions from easily identified permanent features such as building corners, curbs, fences, or property lines. The drawings shall be to scale and all notes and indications must be legible.

Comply with requirements of utility district supplying water for prevention of backflow and backsiphonage.

Installer Qualifications: Engage a licensed, bonded, and experienced Installer who has completed irrigation systems similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

Listing/Approval Stamp, Label, or Other Marking: On equipment, specialties, and accessories made to specified standards.

Listing and Labeling: All equipment, specialties, and accessories that are installed on the project site shall be listed and labeled.

The Terms "Listed" and "Labeled": As defined in "National Electrical code," Article 100.

Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

Materials incorporated into this system shall be new and without flaws or defects and of quality and performance as specified and meeting the requirements of this system.

Product Options: Irrigation system piping, specialties, and accessories are based on specific types, manufacturers, and models indicated. Components with equal performance characteristics produced by other manufacturers may be considered, if submitted to Construction Manager and approved in writing prior to installation, provided deviations in dimensions, operation, and other characteristics do not change design concept or intended performance as judged by Construction Manager. The burden of proof of product equality is on Contractor.

Promptly repair damage to utilities, fencing, facilities, curbs, roadway pavement, or any site element structures caused by irrigation system work operations. Repairs are at Contractors expense.

### **1048.7. MAINTENANCE PERIOD**

Contractor shall maintain controller, all valves, and devices included in the irrigation system as needed to keep the system in proper working order until Final Project Acceptance.

### **1048.8. WARRANTIES**

Contractor shall warrant all work including installation of the irrigation system, settling of trenches, controller panels, all valves, and devices for a period of one (1) year following Final Project Acceptance of the project. All manufacturers= extended warranties shall apply for the period provided by the manufacturer of the



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product.

**1048.9. PROJECT CONDITIONS**

Perform site inspection, verify existing utility locations and obtain worst case water pressure from the Utility District prior to starting work.

Site Information: Promptly notify Construction Manager of unexpected sub-surface or above ground conditions.

**1048.10. SEQUENCING AND SCHEDULING**

Coordinate irrigation systems work with landscape work as specified in Document No. 9001 Landscape of these Technical Specifications.

There is to be no re-seeding and/or sodding from June 15<sup>th</sup> through August 15<sup>th</sup> of each year.

**1048.11. EXTRA MATERIALS**

Deliver extra materials to Carson City. Furnish extra materials matching products installed. Package them with protective covering for storage and label clearly describing contents.

Sprinklers: Furnish quantity of units equal to 10 percent of amount of each type installed.

Valve Keys: Furnish quantity of tee-handle units equal to 25 percent of amount of each type key-operated, control valve installed.

Quick-Coupler Hose Swivels: Furnish quantity of units equal to 25 percent of amount of each type quick coupler installed.

Quick-Coupler Operating Keys: Furnish quantity of units equal to 25 percent of amount of each type quick coupler installed.

**1048.12. PRODUCTS**

12.1. Manufacturers

Subject to compliance with project requirements, Landscape Contractor must provide the following product. Carson City will not accept substitutions for this product.

Controller: Rain Master Evolution DX-2 Series Controller Assembly.

12.2. Available Manufacturers

Subject to compliance with requirements and written authorization from Carson City, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

**1048.13. BACKFLOW PREVENTERS**

Watts Regulator Co.

Wilkins Regulator Div., Zurn Industries, Inc.

**1048.14. PRESSURE REGULATORS**

Watts Regulator Co.

Wilkins Regulator Div., Zurn Industries, Inc.

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Cla-val

**1048.15. GATE VALVES FOR UNDERGROUND INSTALLATION**

Mueller Co., Grinnel Corp

Kennedy Valve Division, McWane Inc.

**1048.16. VALVES**

Grinnell Supply Sales Co., Grinnell Corp.

Hammond Valve Div., Prairie Manufacturing Corp.

Watts Regulator Co.

**1048.17. AUTOMATIC CONTROL VALVES**

Rain Bird Sprinkler Mfg. Corp.

**1048.18. CONTROL VALVE BOXES WITH BOLT DOWN LIDS**

Carson Industries, Inc.

**1048.19. QUICK COUPLERS**

Rain Bird Sprinkler Mfg. Corp.

**1048.20. SPRINKLERS**

Hunter Industries

Rain Bird Sprinkler Mfg. Corp.

**1048.21. BACKFLOW PREVENTER ENCLOSURES**

Strong Box

**1048.22. MASTER VALVE**

Superior

**1048.23. FLOW SENSOR**

Data Industrial

**1048.24. AIR RELEASE VALVES**

Cla-Val

**1048.25. PIPES AND TUBES**

All pipe shall be continuously and permanently marked with the following information: Manufacturers name or trademark, size, schedule and type of pipe, working pressure at 73 degrees F, and National Sanitation Foundation approval.

Refer to Piping Applications of these Technical Specifications for identification of systems where pipe and

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tube materials specified below are used.

Polyvinyl Chloride (PVC) Plastic Pipe: ASTM D 1785, PVC 1120, Schedule 40, 160 psig minimum pressure rating for 8-inch and smaller sizes, with plain ends.

If reclaimed water is used, all pipe shall be purple in color.

### 1048.26. PIPE AND TUBE FITTINGS

Refer to Piping Applications of these Technical Specifications for identification of systems where pipe and tube fitting materials specified below are used.

All SCH 80 plastic pipe fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections.

Cast-Brass Flanges: ASME B16.24, Class 150, raised ground face, bolt holes spot faced.

Polyvinyl chloride (PVC) Plastic Pipe fittings: ASTM D 2464, Schedule 80, threaded.

Polyvinyl chloride (PVC) Plastic Pipe Fittings: ASTM D 2467, Schedule 80, socket-type.

Dielectric Fittings: Assembly or fitting with insulating material isolating joined dissimilar metals to prevent galvanic action and stop corrosion. These devices are a combination of copper alloy and ferrous metal; threaded - and solder-end types, matching piping system materials.

Dielectric Unions: Factory-fabricated, union assembly, designed for 250 psig minimum working pressure at 180 deg F. Include insulating material isolating dissimilar metals and ends with inside threads according to ASME B1.20.1.

Dielectric Flanges: Factory-fabricated, companion-flange assembly for 150 psig or 300 psig minimum pressure to suit system pressures.

Transition Fittings: Manufactured assembly or fitting, with pressure rating at least equal to that of system and with ends compatible to piping where fitting is to be installed.

### 1048.27. JOINING MATERIALS

Solvent Cement: ASTM F 656 primer and ASTM D 2564 solvent cement in color other than orange.

### 1048.28. BACKFLOW PREVENTERS

#### 28.1. Definition:

An approved Backflow Prevention Assembly means an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association (AWWA), entitled: AWWA C506, (current revision) Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices; and have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such a test to the department.

#### 28.2. Description:

ASSE Standard Backflow preventers, of size indicated for maximum flow rate and maximum pressure loss indicated.

Working Pressure: 150 psig minimum except where otherwise indicated.

Interior components: Corrosion-resistant materials.

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Strainer supplied with and compatible for size and capacity with unit, or inlet, where strainer is indicated.

Backflow Preventer, ASSE 1013, with (OS & Y) gate valves on inlet and outlet and strainer on inlet. Include test cocks and pressure-differential relief valve with ASME A 112.1.2 air-gap fitting located between 2 positive-seating check valves for continuous pressure application.

Pressure Loss: 15 psig maximum, through middle third of flow range.

Gate valves supplied with and compatible for size and testing of unit on inlet and outlet.

Test Kit: Unit manufacturer supplied, complete calibrated backflow preventer testing equipment kit with carrying case.

### **1048.29. PRESSURE REGULATORS**

Description:

ASSE 1003, single-seated, direct-operated type water pressure regulators, rated for initial working pressure of 150 psig minimum, with size, flow rate, and inlet and outlet pressure indicated. Include integral factory-installed or separate field-installed Y-pattern strainer that is compatible with unit for size and capacity.

Interior Components: Corrosion-resistant materials.

### **1048.30. VALVES**

General: Valves are for general-duty and underground applications.

Curb Stops: Brass body, ground key plug or ball, 150 psig minimum pressure rating, wide tee head, with inlet and outlet to match service piping material.

Gate Valves 2" and larger shall be Cast-Iron, Rising Stem Gate Valves: MSS SP-70, Type 1, solid wedge disc; rising stem and flanged ends. Include all brass trim; Class 125, ASTM A 126, cast-iron body; and star top handle.

Gate Valves 2" or smaller shall be brass, Rising-Stem Gate Valves: MSS SP-80, Type 2, solid wedge; rising, copper-silicon-alloy stem; Class 125, body and screw bonnet of ASTM B 62 cast brass, with threaded or solder-joint ends. Include polytetrafluoroethylene (PTFE)-impregnated packing, brass packing gland, and malleable-iron with star top handle.

Plastic Valves: Polyvinyl Chloride (PVC) plastic, with 150 psig minimum pressure rating, ends compatible to piping where valve is to be installed, and tee handle.

### **1048.31. CONTROL VALVES**

Description:

Manufacturer's standard control valves for circuits, of type and size indicated, and as follows:

Automatic Control Valves: Diaphragm-type, normally closed, with manual flow adjustment, and operated by 24-volt-a.c. solenoid.

Quick-Couplers: Factory-fabricated, 2-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.

Locking Top Option: Include vandal-resistant, locking feature with 2 matching keys.

**CARSON CITY PURCHASING & CONTRACTS  
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**1048.32. CONTROL VALVE BOXES**

Cover marked "IRRIGATION". Size as required for application.

If reclaimed water is used, box shall be purple in color.

Drainage Backfill: Cleaned rock, 6 inch depth minimum.

Provide all necessary bolts to secure valve box lids.

Provide concrete bricks under valve box to prevent settling and level to finish grade.

**1048.33. SPRINKLERS**

Description: Manufacturer=s standard sprinklers designed to provide uniform coverage over entire area of spray shown on Contract Drawings at available water pressure, as follows:

Housings: Plastic.

Flush, Surface: Screw-type flow adjustment.

Interior Parts: Brass or other corrosion-resistant materials.

Pop-Up, Spray: Fixed pattern, with screw-type flow adjustment and stainless-steel retraction spring.

**1048.34. AUTOMATIC CONTROL SYSTEM**

Description: Low-voltage controller system, made for control of irrigation system automatic control valves. Controller operates on 120 volts a.c. power system, provides 24 volts a.c. power to control valves, and includes stations for at least the number of control valves indicated.

Exterior Control Enclosures: Weatherproof enclosure with locking cover and 2 matching keys. Enclosure construction complies with NFPA 70 and NEMA 250, Type 4, and includes provisions for grounding.

Transformer: Internal-type, and suitable for converting 120 volts a.c. power to 24 volts a.c. power.

Controller Stations for Automatic Control Valves: Each station is variable from approximately 5 to 60 minutes. Include switch for manual or automatic operation of each station.

Timing Device: Adjustable, 24-hour, 14-day clock to operate any time of day.

Wiring: UL 493, solid copper conductor, insulated cable, suitable for direct burial.

All valve and control wires shall be individually labeled and numbered at all valve box locations. They shall be labeled with pan code wire markers.

Low-Voltage Circuit Cables: Type UF, No. 12 AWG minimum, between controllers and automatic control valves. Three extra sets of valve wires to be different color for ground wire and field wire. Furnish cables with jackets of different colors for multiple cable installation in same trench.

Splicing Materials: Pressure-sensitive thermoplastic tape and other materials required to make specified connections.

Connect each remote control valve to one station of a controller except as otherwise indicated.

Connect remote control valves to a common ground wire system independent of all other controllers.

Make wire connections to remote control electric valves and wire splices using King Wire Splice

**CARSON CITY PURCHASING & CONTRACTS  
TECHNICAL SPECIFICATIONS**

Connectors (or approved equal).

Provide tight joints to prevent leakage of water and corrosion build-up on the joint.

Control wire shall be copper #12-1 AWG UF RHH with maximum voltage dip of 5% between valve and controller. Control wire shall have jacket color of red. Common ground wire shall be copper #12-1 AWG UF RHH and shall have an insulating jacket, color white. Splices shall be made with King Wire Splice Connector #KWC 100 or approved equal.

**1048.35. CONCRETE BASES/THRUST BLOCKS**

Concrete: Portland cement mix, 3000 psi.

Cement: ASTM C 150, Type 1.

Fine Aggregate: ASTM C 33, sand.

Coarse Aggregate: ASTM C 33, crushed gravel.

Water: Potable.

Reinforcement: Steel conforming to the following:

Reinforcement Bars: ASTM A 615 Grade 60, deformed.

**1048.36. RECLAIMED WATER SIGNAGE**

If reclaimed water will be used, Contractor will be responsible for the installation of all required warning signage at the project site as directed by Carson City Public Works Department and NDEP.

**1048.37. IDENTIFICATION**

Plastic underground detectable warning tape shall be placed 12 inches above mainline and control wires. If reclaimed water is used, tape shall be labeled reclaimed water and shall be purple.

**1048.38. EXECUTION**

38.1. Examination:

Before proceeding with any work Contractor shall verify all dimensions and quantities for any discrepancy between the drawings and specifications and the existing conditions. Notify Construction Manager if there are any problems. Work shall not proceed if a discrepancy is found until approval to proceed has been given by Construction Manager.

38.2. Preparation:

Set stakes to identify proposed piping, valves and sprinkler locations. Obtain Construction Manager's approval before excavation.

Protect existing fence and other features designated to remain as part of the final irrigation work.

**1048.39. EXCAVATION, TRENCHING AND BACKFILLING**

Contractor shall excavate to a depth shown on the drawings. Excavated material not required for backfill shall be promptly removed from the project site. Dispose of in a proper, legal manner.

Trenching shall be performed as detailed on the irrigation drawings.

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Excavate straight and true with trench bottom uniformly sloped.

Trench walls shall be vertical and of open construction at a width so as to provide proper installation of the pipe.

Keep trenches free of rocks, debris, material, or any obstructions that may damage pipe.

Bottom of trench shall be excavated three inches below the required grade so that the pipe can be laid on a compacted bed of imported Type A Bedding Sand.

**1048.40. BACKFILLING**

Use only selected material that is either sand, pit run, or excavated material that contains no rocks larger than 1 inch in diameter.

Backfill material shall be installed in 4 - 6 inch lifts with each lift being thoroughly moistened and compacted to a relative density of not less than ninety-five percent by the use of hand tampers. No water jetting shall be allowed.

Keep trenches free of debris, material, or obstructions that may damage pipe.

Dress backfilled areas to original grade. Rehabilitate trenches and impacted surrounding turf by raking and seeding with Agrono-Tec brand Ballfield 4A seed mix. (1-800-543-4109) Apply at a rate equal to a minimum 12 pounds per 1,000 square feet.

Native soil may be used for backfill material. If additional topdressing material is necessary, it shall be Nevada Organics Premium Topsoil Mix. (775-882-9500)

**1048.41. PIPING APPLICATIONS**

Refer to Products of these Technical Specifications for detailed specifications for pipe and fittings products listed below. Piping in pits and above ground may be joined with flanges instead of joints indicated.

Use pipe, tube, fittings, and joining methods according to the following applications.

Pressure Piping Underground: Use the following:

4 Inches and Smaller: ASTM D 1785, Schedule 40, Polyvinyl Chloride (PVC) plastic pipe; ASTM D 2467, schedule 80, PVC plastic, socket-type pipe fittings; and solvent-cemented joints.

Circuit Piping: Use the following:

All Sizes: ASTM D 1785, schedule 40, Polyvinyl Chloride (PVC) plastic pipe; ASTM D 2466, Schedule 80, PVC plastic, socket-type fittings; and solvent cemented joints.

Branches and Offsets at Sprinklers and Devices: ASTM D 1785, Schedule 40, Polyvinyl Chloride (PVC) plastic pipe with threaded ends; ASTM D 2464, Schedule 80, PVC plastic, threaded fittings; and threaded joints.

Sleeves: ASTM D 1785, Schedule 40, Polyvinyl Chloride (PVC) plastic pipe; ASTM D 2466, Schedule 80, PVC plastic, socket-type fittings; and solvent-cemented joints.

**1048.42. JOINT CONSTRUCTION**

Threaded Joints: Thread pipes with tapered pipe threads according to ASME B1.20.1, apply tape, and apply wrench to valve ends into which pipes are being threaded.

Polyvinyl Chloride (PVC) Piping Solvent-Cemented Joints: Construct joints according to ASTM D 2672 and

**CARSON CITY PURCHASING & CONTRACTS  
TECHNICAL SPECIFICATIONS**

ASTM D 2855.

Handling of Solvent Cements, Primers, and Cleaners: Comply with procedures in ASTM F 402 for safe handling when joining plastic pipe and fittings with solvent cements.

Dissimilar Materials Piping Joints: Construct joints using adapters that are compatible with both piping materials, outside diameters, and system working pressure. Refer to subsection 10.84.3.6 Piping Systems - Common Requirements of these Technical Specifications for joining dissimilar metal piping.

**1048.43. PIPING SYSTEMS – COMMON REQUIREMENTS**

General Locations and Arrangements: Drawings indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, and other design considerations. Install piping as indicated, except where deviations to layout are approved on coordination drawings.

Install piping at a uniform slope, free of sag and bends.

Install components having pressure rating equal to or greater than system operating pressure.

Locate groups of pipes parallel to each other, spaced to permit valve servicing.

Install fittings for changes in direction and branch connections.

Manifold Piping Connections: Except as otherwise indicated make piping connections as specified below.

Install unions, in piping 1 inch or smaller, adjacent to each drip valve.

**1048.44. PIPING INSTALLATION**

Install piping in excavated trenches as detailed on the drawings.

Pipe sizes shall conform to those on the drawings. No substitutions of smaller pipe sizes will be permitted.

All pipe damaged or rejected because of defects shall be removed from the site at the time of rejection.

Piping locations shown on the drawings are approximate. Final locations of all piping shall be established by Contractor and approved by Construction Manager.

Install underground Polyvinyl Chloride (PVC) plastic pipe according to ASTM D 2774.

Lay piping on solid subbase, uniformly sloped without humps or depressions.

Install Polyvinyl Chloride (PVC) plastic pipe in dry weather when temperature is above 40 deg F. Allow joints to cure at least twenty-four (24) hours at temperature above 40 deg F before testing, unless otherwise recommended by manufacturer.

Drain Pockets: Excavate to sizes indicated. Backfill with clean gravel or crushed stone, graded to 3/4 inch minimum, drain material to be 6 inch depth. Cover drain material with sheet of ASTM D 226, Type II, asphalt-saturated felt, or an approved equal, and backfill remainder with excavated material.

Minimum Cover: Provide following minimum cover over top of buried piping:

Pressure Piping: Depth to be a minimum of 24 inches below finished grade.

Circuit Piping: 18 inches.

Sleeves: 18 or 24 inches.



## **CARSON CITY PURCHASING & CONTRACTS TECHNICAL SPECIFICATIONS**

Install piping under sidewalks and paving in sleeves.

### **1048.45. VALVE INSTALLATION**

Valves: Install underground valves in valve boxes.

Curb Stops: Install underground curb stops in valve boxes

Control Valves: Install in control valve boxes, arranged for easy adjustment and removal. Provide sufficient field wire slack at site connections to allow raising the valve bonnet to the surface without disconnecting the wires when repair is required.

### **1048.46. BACKFLOW PREVENTER INSTALLATION**

Install a backflow preventer of type, size and capacity indicated. Include valves and test cocks. Install according to plumbing code and health department authorities with jurisdiction.

Install backflow preventer a minimum of 12 inches above finished grade.

Support backflow preventer, pressure reducing valve, and piping on 3000-psi minimum, Portland-cement-mix concrete footing/thrust block.

Testing: After final installation of the backflow preventer, the equipment must be tested by a certified tester within five (5) calendar days of the water meter set date and/or before Final Project Acceptance, whichever occurs first.

Perform a static pressure test in the presence of Construction Manager prior to any downstream assembly of the backflow preventer to determine the possible need for a pressure regulator.

### **1048.47. PRESSURE REGULATOR INSTALLATION**

If required, install pressure regulator on downstream side of backflow preventer.

### **1048.48. VALVE BOXES**

Install valve boxes as detailed and where indicated on drawings.

### **1048.49. SPRINKLER INSTALLATION**

Sprinklers: Flush circuit piping with full head of water and install sprinklers.

Install lawn sprinklers at manufacturer=s recommended heights.

Install planting area sprinklers at heights indicated.

Locate part-circle sprinklers in landscape planting beds to maintain a minimum distance of 6 inches from building and 1 inch from other boundaries, unless otherwise indicated.

Sprinkler patterns shall be as indicated on the drawings.

### **1048.50. AUTOMATIC CONTROL SYSTEM PANEL INSTALLATION**

Install controller according to manufacturer=s written instructions and as indicated on the drawings.

Install control wiring in same trench with mainline piping.

Wires shall be a minimum of 1' from any pipe or fitting, except when taped to mainline. Provide 3' loop slack

## **CARSON CITY PURCHASING & CONTRACTS TECHNICAL SPECIFICATIONS**

at valves, and zig zag wires in trench to allow for contraction of wire. Control wires shall be wrapped at 10 foot intervals with plastic electrical tape with a minimum of 5-6 turns.

### **1048.51. CONNECTIONS**

Connect piping to sprinklers, devices, valves, control valves, specialties, and accessories.

Connect water supplies to irrigation systems. Include backflow preventers on potable water supplies.

Electrical Connections: Connect to existing power source, controller, and automatic control valves.

### **1048.52. FIELD QUALITY CONTROL**

Testing: Demonstrate to Construction Manager a hydrostatic test of piping and valves before backfilling trenches. Piping may be tested in sections to expedite work.

Cap and subject the piping system to a static water pressure of 1.5 times normal static water pressure. Allow to stand to two (2) hours. Leaks and loss in test pressure constitute a test failure. Contractor to fix defects that must be repaired at the expense of Contractor.

Repair leaks and defects with new materials and retest system or portion thereof in the presence of Construction Manager until satisfactory results are obtained and the system is approved.

Inspections: Refer to the drawings for detailed inspection requirements.

Notify Construction Manager two (2) working days in advance to schedule a Hydrostatic Pressure Test.

### **1048.53. CLEANING AND ADJUSTING**

Flush dirt and debris from piping before installing sprinklers and other devices.

Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

Carefully adjust lawn sprinklers so they will be flush with finish grade after completion of landscape work.

Adjust settings of controllers and automatic control valves.

### **1048.54. FINAL PROJECT ACCEPTANCE**

Starting Procedures: Follow manufacturer=s written procedures. If no procedures are prescribed by manufacturers, proceed as follows:

Verify that specialty items and their accessories have been installed correctly and operate correctly.

Verify that specified tests of piping are complete.

Check that valves, sprinklers and other devices are correct type.

Check that damaged sprinklers and devices have been replaced with new materials.

Check that potable water supplies have specified backflow preventers.

Energize circuits to electrical equipment and devices.

Adjust operating controls.

## **CARSON CITY PURCHASING & CONTRACTS TECHNICAL SPECIFICATIONS**

Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and sprinklers are adjusted to final position.

### **1048.55. DEMONSTRATION**

Demonstrate to Construction Manager that the system meets coverage requirements and the automatic controls function properly.

Demonstrate to Carson City=s maintenance personnel operation of equipment, sprinklers, specialties, and accessories. Review operating and maintenance information.

Provide two (2) working days written notice in advance of demonstration.

**END OF DOCUMENT 9002**

**CARSON CITY PURCHASING & CONTRACTS  
TECHNICAL SPECIFICATIONS**

**DOCUMENT No. 1049 TREE PROTECTION/ ROOT PRUNING (4/22/14)**

**1049.1. SCOPE**

The work to be done under this Section consists of furnishing all labor, equipment, materials, supplies and incidentals necessary protection of trees and root pruning.

**1049.2. TREE PROTECTION/ ROOT PRUNING**

The contractor shall protect and preserve all remaining and existing trees not being removed as a part of the project.

No parking of vehicles or equipment, or storage of any materials is allowed within 5' outside of the drip line of any tree on the project.

In the event a tree root is exposed, damaged or cut during the course of the project all exposed roots 1" or greater in diameter will be required to be root pruned the same day. Once exposed, the roots will need to be kept cool, moist, and covered from sunlight with damp tarps until they are properly pruned and the area is backfilled.

Keep as far away from the host tree as possible to minimize stress and ensure survival of the tree.

A clean, sharp saw must be used for all root pruning. Disinfect all pruning saws and tools after each day's use.

A City Inspector shall be present during all root pruning operations.

Any debris and roots pruned off must be removed and hauled away by the contractor. No burying of the pruned off tree roots is permitted

**END OF DOCUMENT 9007**



# 2015 PREVAILING WAGE RATES CARSON CITY

DATE OF DETERMINATION: October 1, 2014

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED  
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015\*

**\*Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

**As [Amendments/Addenda](#) are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.**

- [AIR BALANCE TECHNICIAN](#)
- [ALARM INSTALLER](#)
- [BOILERMAKER](#)
- [BRICKLAYER](#)
- [CARPENTER](#)
- [CEMENT MASON](#)
- [ELECTRICIAN-COMMUNICATION TECH.](#)
- [ELECTRICIAN-LINE](#)
- [ELECTRICIAN-NEON SIGN](#)
- [ELECTRICIAN-WIREMAN](#)
- [ELEVATOR CONSTRUCTOR](#)
- [FENCE ERECTOR](#)
- [FLAGPERSON](#)
- [FLOOR COVERER](#)
- [GLAZIER](#)
- [HIGHWAY STRIPER](#)
- [HOD CARRIER-BRICK MASON](#)
- [HOD CARRIER-PLASTERER TENDER](#)
- [IRON WORKER](#)

2014-2015 Prevailing Wage Rates – Carson City County

ATTACHMENT A

LABORER  
MECHANICAL INSULATOR  
MILLWRIGHT  
OPERATING ENGINEER  
OPERATING ENG. STEEL FABRICATOR/ERECTOR  
OPERATING ENGINEER-PILEDRIVER  
PAINTER  
PILEDRIVER (NON-EQUIPMENT)  
PLASTERER  
PLUMBER/PIPEFITTER  
REFRIGERATION  
ROOFER (Does not include sheet metal roofs)  
SHEET METAL WORKER  
SPRINKLER FITTER  
SURVEYOR (NON-LICENSED)  
TAPER  
TILE /TERRAZZO WORKER/MARBLE MASON  
TRAFFIC BARRIER ERECTOR  
TRUCK DRIVER  
WELL DRILLER  
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)  
SOIL TESTER (CERTIFIED)  
SOILS AND MATERIALS TESTER

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**PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES**

**NRS 338.010(21) “Wages” means:**

- (a) The basic hourly rate of pay; and
- (b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

ATTACHMENT A

<b>CRAFT</b>	<b>RATE</b>
<b>AIR BALANCE TECHNICIAN</b>	<u><b>ADD SHEET METAL ZONE RATE</b></u>
Air Balance-Journeyman	52.68
Air Balance-Foreman	55.55
Air Balance-General Foreman	58.42
<b>ALARM INSTALLER</b>	
Alarm Installer-Journeyman	25.69
<b>BOILERMAKER</b>	
Boilermaker	65.94
<b>BRICKLAYER</b>	<u><b>ADD ZONE RATE</b></u>
Bricklayer-Journeyman	33.70
Bricklayer-Foreman	34.95
Bricklayer-General Foreman	35.70
<b>CARPENTER</b>	<u><b>ADD ZONE RATE</b></u>
Carpenter-Journeyman	40.27
Carpenter-Foreman	43.02
<b>CEMENT MASON</b>	<u><b>ADD ZONE RATE</b></u>
Cement Mason-Journeyman	35.75
Cement Mason-Foreman	38.00
<b>ELECTRICIAN COMMUNICATION TECHNICIAN</b>	<u><b>ADD ZONE RATE</b></u>
Communication Technician-Installer	32.40
Communication Technician	35.86
Communication-Senior Technician	38.53
<b>ELECTRICIAN-LINE</b>	
Electrician-Groundman	45.49
Electrician-Lineman	67.18
Electrician-Foreman	73.02

2014-2015 Prevailing Wage Rates – Carson City County

ATTACHMENT A

Electrician-General Foreman	78.90
Heavy Equipment Operator	55.58

**ELECTRICIAN-NEON SIGN**

Electrician-Neon Sign	47.28
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**ELECTRICIAN-WIREMAN**

[ADD ZONE RATE](#)

Wireman	52.65
Cable Splicer	56.56
Wireman-Foreman	56.56
Wireman-General Foreman	60.48

**ELEVATOR CONSTRUCTOR**

Elevator Constructor-Journeyman Mechanic	87.91
Elevator Constructor-Mechanic in Charge	95.74

**FENCE ERECTOR**

**See Amendment 10**

Fence Erector	16.99
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**FLAGPERSON**

[ADD LABORER ZONE RATE](#) See Amendment 1

Flagperson	29.24
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**FLOOR COVERER**

Floor Coverer-Journeyman	37.44
Floor Coverer-Foreman	40.22

**GLAZIER**

Glazier	25.76
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**HIGHWAY STRIPER**

[ADD LABORER ZONE RATE](#)

Highway Striper	35.36
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**HOD CARRIER-BRICK MASON TENDER**

[ADD ZONE RATE](#)

Brick Mason-Journeyman	30.82
Brick Mason-Foreman	31.32



ATTACHMENT A

**HOD CARRIER-PLASTER TENDER**

**ADD ZONE RATE**

Plasterer Tender-Journeyman	35.36
Plasterer-Gun Tender	36.36
Plasterer Tender-Foreman	35.72

**IRON WORKER**

Ironworker-Journeyman	60.30
Ironworker-Foreman	63.65
Ironworker-General Foreman	67.34

**LABORER**

**SEE GROUP CLASSIFICATIONS**

**ADD ZONE RATE** See Amendment 1

Landscaper	26.95
Furniture Mover	28.25
Group 1	32.11
Group 1A	29.24
Group 2	32.21
Group 3	32.36
Group 4	32.61
Group 4A	33.86
Group 5	32.91
Group 6	
Nozzlemen, Rodmen	32.91
Gunmen, Materialmen	32.61
Reboundmen	32.36
Gunite Foremen	33.31

**MECHANICAL INSULATOR**

**ADD ZONE RATE**

Mechanical Insulator-Mechanic	58.21
Mechanical Insulator-Foreman	60.71
Mechanical Insulator-General Foreman	62.21

**MILLWRIGHT**

**ADD ZONE RATE**

Millwright	54.76
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ATTACHMENT A

**OPERATING ENGINEER  
SEE GROUP CLASSIFICATIONS**

**ADD ZONE RATE**

Group 1	46.24
Group 1A	49.00
Group 2	49.53
Group 3	49.80
Group 4	50.54
Group 5	50.84
Group 6	51.01
Group 7	51.26
Group 8	51.85
Group 9	52.17
Group 10	52.52
Group 10A	52.71
Group 11	52.95
Group 11A	54.59
Group 11B	55.40
Foreman	54.59

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" shift

**OPERATING ENGINEER-STEEL FABRICATOR &  
ERECTOR**

**SEE GROUP CLASSIFICATIONS**

**ADD ZONE RATE**

Group 1	61.54
Group 1 Truck Crane Oiler	55.37
Group 1 Oiler	53.20
Group 2	60.03
Group 2 Truck Crane Oiler	55.12
Group 2 Oiler	53.20
Group 3	58.79
Group 3 Truck Crane Oiler	54.90
Group 3 Oiler	52.98
Group 3 Hydraulic	54.57
Group 4	57.06

2014-2015 Prevailing Wage Rates – Carson City County

ATTACHMENT A

Group 5	55.96
Add 7% to base rate for "Second" Shift	
Add 12.5% to base rate for "Special" Shift	

**OPERATING ENGINEER -PILEDRIIVER**  
**SEE GROUP CLASSIFICATIONS**

**ADD ZONE RATE**

Group 1	61.01
Group 1 Truck Crane Oiler	55.55
Group 1 Oiler	53.63
Group 2	59.47
Group 2 Truck Crane Oiler	55.37
Group 2 Oiler	53.43
Group 3	58.02
Group 3 Truck Crane Oiler	55.12
Group 3 Oiler	53.20
Group 4	56.51
Group 5	55.40
Group 6	54.29
Group 7	53.33
Group 8	52.37
Add 7% to base for "Second" Shift	
Add 12.5% to base for "Special" Shift	

**PAINTER**

Brush/Roller Painter	33.49
Spray Painter/Paperhanger	34.34
Sandblaster	34.84
Structural Steel & Steeplejack	35.34
Swing Stage	36.34
Special Coating Application-Brush	34.84
Special Coating Application-Spray	35.34
Special Coating Application-Spray Steel	35.59
Foreman	\$1.00 above highest Journeyman

**PILEDRIIVER**

Piledriver-Journeyman	53.96
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**2014-2015 Prevailing Wage Rates – Carson City County**

ATTACHMENT A

Piledriver-Foreman	57.63
<b>PLASTERER</b>	<u><b>ADD ZONE RATE</b></u>
Plasterer-Journeyman	36.87
Plasterer-Foreman	39.12
<b>PLUMBER/PIPEFITTER</b>	
Plumber-Journeyman	47.10
Plumber-Foreman	50.19
Plumber-General Foreman	53.28
<b>REFRIGERATION</b>	
Refrigeration-Journeyman	43.68
<b>ROOFER</b> (Does not include sheet metal roofs)	
Roofer	22.61
<b>SHEET METAL WORKER</b>	<u><b>ADD ZONE RATE</b></u>
Sheet Metal-Journeyman	52.68
Sheet Metal-Foreman	55.55
Sheet Metal-General Foreman	58.42
<b>SPRINKLER FITTER</b>	
Sprinkler Fitter-Journeyman	35.00
Sprinkler Fitter-Foreman	35.00
Sprinkler Fitter-General Foreman	35.00
<b>SURVEYOR</b>	<u><b>ADD ZONE RATE</b></u>
Surveyor	49.80
<b>TAPER</b>	
Taper	38.98
<b>TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER</b>	
Tile, Terrazzo and Marble Finisher	36.25

2014-2015 Prevailing Wage Rates – Carson City County

ATTACHMENT A

**TILE SETTER/TERRAZZO WORKER/MARBLE MASON**

ADD ZONE RATE

Tile Setter-Journeyman	51.41
Tile Setter-Foreman	53.41
Tile Setter-General Foreman	61.41
Terrazzo/Marble Mason-Journeyman	51.41
Terrazzo/Marble Mason-Foreman	53.41
Terrazzo/Marble Mason-General Foreman	61.41

**TRAFFIC BARRIER ERECTOR**

ADD LABORER ZONE RATE

See Amendment 1

Traffic Barrier Erector	32.11
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**TRUCK DRIVER**

Truck Driver	20.55
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**WELL DRILLER**

Well Driller	40.80
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**LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)**

ADD OPERATING ENG. ZONE RATE

Lubrication and Service Engineer (mobile and grease rack)	51.01
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**SOIL TESTER (CERTIFIED)**

Soil Tester (Certified)	40.11
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**SOILS AND MATERIALS TESTER**

Soils and Materials Tester	40.11
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## ATTACHMENT A

### Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
4. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
  - Amendments to the prevailing wage determinations;
  - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

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**AIR BALANCE TECHNICIAN**, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

**ALARM INSTALLER**, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

**BOILERMAKER**, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;

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3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

**BRICKLAYER**, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

**CARPENTER**, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

**CEMENT MASON**, includes but is not limited to:

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1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

### **ELECTRONIC COMMUNICATION TECHNICIAN**, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

### **ELECTRICIAN LINEMAN**, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

### **ELECTRICIAN GROUNDMAN**, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

### **ELECTRICIAN-NEON SIGN**, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;

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3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

**ELECTRICIAN WIREMAN**, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;

**ELEVATOR CONSTRUCTOR**, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

**FENCE ERECTOR**, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

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**FLOOR COVERER**, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

**GLAZIER**, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging of glass on trucks at the site of the public work;

**HIGHWAY STRIPER**, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

**HOD CARRIER-BRICK MASON TENDER**, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

**HOD CARRIER-PLASTERER TENDER**, includes but is not limited to:

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1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

**IRONWORKER**, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

**LABORER**, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

**MARBLE MASON**, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;

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6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

**MECHANICAL INSULATOR**, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

**MILLWRIGHT**, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

**OPERATING ENGINEER**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

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**PAINTER**, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

**PILEDRIVER**, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

**PIPEFITTER**, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

**PLASTERER**, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;

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6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

**PLUMBER**, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

**REFRIGERATION MECHANIC**, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

**ROOFER**, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;

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4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

**SHEET METAL WORKER**, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:
  - o Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
  - o Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
  - o Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
3. Shaping metal over anvils, blocks or forms using a hammer;
4. Operating soldering and welding equipment to join sheet metal parts;
5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

**SPRINKLER FITTER**, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

**SURVEYOR**, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

**TAPER**, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;

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3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;
5. Coating of joint compound or taping mud;

**TERRAZZO WORKER**, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms

**TILE SETTER**, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;
2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
4. Leveling and plumbing tiles to a specified grade

**TILE, TERRAZZO AND MARBLE FINISHER**, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

**TRAFFIC BARRIER ERECTOR**, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

**TRUCK DRIVER**, includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

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**WELL DRILLER**, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
  2. Extending stabilizing jackscrews to support and level a drilling rig;
  3. Installing water well pumps;
  4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.
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### GROUP CLASSIFICATIONS

**LABORER**, includes but is not limited to:

#### Group 1

All cleanup work of debris, grounds, and building including windows and tile

Dumpmen or Spotter (other than asphalt)  
Handling and Servicing of Flares, Watchmen  
General Laborer  
Guide Posts and Highway Signs  
Guardrail Erection and Dismantling  
Limber, Brushloader and Piler  
Pavement Marking and Highway Striping  
Traffic Control Supervisor

#### Group 2

Choker setter or Rigger (clearing work only) Pittsburgh  
Chipper and similar type brush shredders  
Concrete worker (wet or dry) all concrete work not listed in Group 3  
Crusher or Grizzly Tender  
Greasing Dowels  
Guinea Chaser (Stakemen)  
Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading,  
(Carrying and handling of all rods and material for use in reinforcing concrete  
Railroad Trackmen (maintenance, repair or builders)  
Sloper  
Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

#### Group 3

Asphalt Workers (Ironers, Shovelers, Cutting Machine)  
Buggymobile  
Chainsaw, Faller, Logloader and Bucker  
Compactor (all types)  
Concrete Mixer under 1/2 yard  
Concrete Pan Work (Breadpan type), handling, cleaning\stripping  
Concrete Saw, Chipping, Grinding, Sanding, Vibrator  
Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer  
Curbing or Divider machine  
Curb Setter (precast or cut)  
Ditching Machine (hand-guided)  
Drillers Helper, Chuck Tender  
Form Raiser, Slip Forms  
Grouting of Concrete Walls, Windows and Door Jams  
Headerboardmen  
Jackhammer, Pavement Breaker, Air Spade

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Mastic Worker (wet or dry)  
Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials  
All Power Tools (air, gas, or electric), Post Driver  
Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry  
Rototiller  
Rigging and Signaling in connection with Laborers' work  
Sandblaster, Potmen, Gunmen or Nozzlemen  
Vibra-screed  
Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

### Group 4

Burning and Welding in connection with Laborers' work  
Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units  
High scalers  
Concrete pump operator  
Heavy Duty Vibrator with Stinger 5" diameter or over  
Pipelayer, Caulker and Bander  
Pipelayer-waterline, Sewerline, Gasoline, Conduit  
Cleaning of Utility Lines  
Slip Lining of Utility Lines (including operation of Equipment)  
TV Monitoring and Grouting of Utility Lines  
Asphalt Rakers

### Group 4A

Foreman

### Group 5

Construction Specialists  
Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing  
Asbestos removal  
Lead abatement  
Hazardous waste  
Material removal

### Group 6

Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

**OPERATING ENGINEER**, includes but is not limited to:

### Group 1

Engineer Assistant

**2014-2015 Prevailing Wage Rates – Carson City County**

## ATTACHMENT A

### Group 1A

Heavy Duty Repairman Helper  
Oiler  
Parts man

### Group 2

Compressor Operator  
Material Loader and/or Conveyor Operator (handling building materials)  
Pump Operator

### Group 3

Bobcat or similar loader, 1/4 cu. yd. or less  
Concrete Curing Machines (streets, highways, airports, canals)  
Conveyor Belt Operator (tunnel)  
Forklift (under 20 )  
Engineer Generating Plant (500 K.W.)  
Mixer Box Operator (concrete plant)  
Motorman  
Rotomist Operator  
Oiler (truck crane)

### Group 4

Concrete Mixer Operator, Skip type  
Dinky Operator  
Forklift (20' or over) or Lumber Stacker  
Ross Carrier  
Skip Loader Operator (under one (1) cu. yd.)  
Tie Spacer

### Group 5

Concrete Mixers (over one (1) cu. yd.)  
Concrete Pumps or Pumpcrete Guns  
Elevator and Material Hoist ( one (1) drum)  
Groundman for Asphalt Milling and similar

### Group 6

Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.  
Boom Truck or Dual Purpose a-Frame Truck  
B.L.H. Lima Road Pactor or similar  
Chip Box Spreader (Flaherty type or similar)  
Concrete Batch Plant (wet or dry)  
Concrete Saws (highways, streets, airports, canals)  
Locomotives (over thirty (30) tons)  
Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)  
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)  
Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)  
Pavement Breaker, Truck Mounted, with compressor combination  
Pavement Breaker or Tamper (with or without compressor combination)

**2014-2015 Prevailing Wage Rates – Carson City County**

## ATTACHMENT A

Power Jumbo Operator (setting slip-forms, etc., in tunnels)  
Roller Operator (except asphalt)  
Self-Propelled Tape Machine  
Self-Propelled Compactor (single engine)  
Self-Propelled Power Sweeper Operator  
Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)  
Small Rubber-Tired Tractors  
Snooper Crane, Paxton-Mitchell or similar  
Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### Group 7

Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.  
Compressor (over 2)  
Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply  
Concrete Conveyor, Building Site  
Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)  
Crusher Plant Engineer  
Generators  
Kolman Loader  
Material Hoist (two (2) or more drums)  
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)  
Mine or Shaft Hoist  
Pipe Bending Machines (pipeline only)  
Pipe Cleaning Machines (tractor-propelled and supported)  
Pipe Wrapping Machines (tractor-propelled and supported)  
Portable Crushing and Screening Plants  
Post Driller And/Or Driver  
Pumps ( over 2)  
Roller Operator (asphalt)  
Screedman (except asphaltic or concrete paving)  
Screedman (Barber-Greene and similar) (asphaltic or concrete paving)  
Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)  
Slusher Operator  
Surface Heater and Planer Operator  
Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)  
Truck-Type Loader  
Welding Machines (gasoline or diesel)

### Group 8

Asphalt Plant Engineer  
Asphalt Milling Machine  
Cast-In-Place Pipe-Laying Machine  
Combination Slusher and Motor Operator  
Concrete Batch Plant (multiple units)

**2014-2015 Prevailing Wage Rates – Carson City County**

## ATTACHMENT A

Dozer Operator  
Drill Doctor  
Elevating Grader Operator  
Grooving and Grinding Machine (highways)  
Ken Seal Operator  
Loader (up to and including two and one-half (2 1/2) cu. yds)  
Mechanical Trench Shield  
Mixermobile  
Push Cats  
Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)  
Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " m.r.c., Euclids, T-Pulls, DW10, 20, 21 and similar)  
Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar  
Sheepfoot  
Small Tractor (with boom)  
Soil Stabilizer (P & H or equal)  
Timber Skidder (rubber-tired) or similar equipment  
Tractor-Drawn Scraper  
Tractor Operator  
Tractor-Mounted Compressor Drill Combination  
Trenching Machine Operator (over three (3) feet depth)  
Tri-Batch Paver  
Tunnel Badger or Tunnel Boring Machine Operator  
Tunnel Mole Boring Machine  
Vermeer T-600b Rock Cutter

### Group 9

Chicago Boom  
Combination Backhoe and Loader (up to and including 3/8 cu. yd.)  
Combination Mixer and Compressor (gunite)  
Heavy Duty Repairman and/or Welder  
Lull Hi-Lift (twenty (20) feet or over)  
Mucking Machine  
Sub-Grader (Gurries or other types)  
Tractor (with Boom) (D6 or larger)  
Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers )

### Group 10

Boom-Type Backfilling Machine  
Bridge Crane  
Cary-Lift or similar  
Chemical Grouting Machine  
Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)  
Derrick Barges (except excavation work)  
Euclid Loader and similar types  
Gradesetter, Grade Checker  
Heavy Duty Rotary Drill Rigs

**2014-2015 Prevailing Wage Rates – Carson City County**

## ATTACHMENT A

Lift-Slab (Vagtborg and similar types)  
Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)  
Locomotive (over one hundred (100) tons, single or multiple units)  
Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)  
Pre-Stress Wire Wrapping Machine  
Rubber-Tired Scraper, Self-Loading  
Single-Engine Scraper (over thirty-five (35) cu. yds.)  
Shuttle Car (Reclaim Station)  
Train Loading Station  
Trenching Machine multi-engine with sloping attachments (Jefco or similar)  
Vacuum Cooling Plant  
Whirley Crane (up to and including twenty-five (25) tons)

### Group 10A

Backhoe-Hydraulic (up to and including one (1) cu. yd.)  
Backhoe (up to and including one (1) cu. yd.) (Cable)  
CMI Dual Lane Auto-Grader SP30 or similar type  
Cranes (not over twenty-five (25) tons) (hammerhead and gantry)  
Finish Blade  
Gradalls (up to and including one (1) cu. yd.)  
Motor Patrol Operator  
Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)  
Rubber-Tired Scraper, Self-Loading (twin engine)  
Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### Group 11

Automatic Asphalt or Concrete Slip-Form Paver  
Automatic Railroad Car Dumper  
Canal Trimmer  
Cary Lift, Campbell or similar type  
Cranes (over twenty-five (25) tons)  
Euclid Loader when controlled from the Pullcat  
Highline Cableway Operator  
Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)  
Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)  
Multi-Engine Scrapers (when used to Push Pull)  
Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)  
Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)  
Self-Propelled Compactor (with multiple-propulsion power units)  
Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper  
Slip-Form Paver (concrete or asphalt)  
Tandem Cats and Scraper  
Tower Crane Mobile (including Rail Mount)  
Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)

### **2014-2015 Prevailing Wage Rates – Carson City County**

## ATTACHMENT A

Universal Liebherr and Tower Cranes (and similar types)  
Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)  
Whirley Cranes (over twenty-five (25) tons)

### Group 11A

Band Wagons (in conjunction with Wheel Excavators)  
Operator of Helicopter (when used in construction work)  
Loader (over twelve (12) cu. yds.)  
Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)  
Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)  
Remote-Controlled Earth Moving Equipment  
Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

### Group 11B

Holland Loader or similar or Loader (over 18 cu. yds.)

## OPERATING ENGINEERS - Steel Fabricator & Erector

### Group 1

Cranes over 100 tons  
Derrick over 100 tons  
Self-Propelled Boom Type Lifting Devices over 100 tons

### Group 2

Cranes over 45 tons up to and including 100 tons  
Derrick, 100 tons and under  
Self Propelled Boom Type Lifting Device, over 45 tons  
Tower Crane

### Group 3

Cranes, 45 tons and under  
Self Propelled Boom Type Lifting Device, 45 tons and under

### Group 4

Chicago Boom  
Forklift, 10 tons and over  
Heavy Duty Repairman/Welder

### Group 5

Boom Cat



# ATTACHMENT A

## OPERATING ENGINEER -Piledriver

### Group 1

Derrick Barge Pedestal mounted over 100 tons  
Clamshells over 7 cu. yds.  
Self Propelled Boom Type Lifting Device, over 100 tons  
Truck Crane or Crawler, land or barge mounted over 100 tons

### Group 2

Derrick Barge Pedestal mounted 45 tons up to and including 100 tons  
Clamshells up to and including 7 cu. yds.  
Self Propelled Boom Type Lifting Device over 45 tons  
Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

### Group 3

Derrick Barge Pedestal mounted under 45 tons  
Self Propelled Boom Type Lifting Device 45 tons and under  
Skid/Scow Piledriver, any tonnage  
Truck Crane or Crawler, land or barge mounted 45 tons and under

### Group 4

Assistant Operator in lieu of Assistant to Engineer  
Forklift, 10 tons and over  
Heavy Duty Repairman/Welder

### Group 5

No current classification

### Group 6

Deck Engineer

### Group 7

No current classification

### Group 8

Deckhand  
Fireman

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# ATTACHMENT A

## ZONE RATES

### BRICKLAYER

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles	0.00
Zone 2-36-75 Miles	1.25
Zone 3-Over 75 Miles	5.37

### CARPENTER (Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0 to 50 miles	\$0.00 (road miles of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-51-150 miles	\$3.00
Zone 3-151-300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

### CEMENT MASON

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1-0-90 miles	\$0.00
Zone 2-91 miles and over	\$6.00

### ELECTRICIAN

In addition to Electrician rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$8.00
Zone 3 -91 miles and over	\$10.00

### ELECTRICIAN-COMMUNICATION TECH

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$5.00
Zone 3 -91 miles and over	\$7.00

### HOD CARRIER-BRICK MASON TENDER

In addition to Hod Carrier Brick Mason Tender rates, add the applicable amounts per hour, calculated based on a radius from the Washoe County Courthouse:

Zone 1-35 to 75 miles	\$1.25
Zone 2-76 miles and over	\$7.50

### HOD CARRIER-PLASTERER

In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on a radius from So. Virginia St., Reno, Nevada:

Zone 1-70 miles	\$0.00
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### 2014-2015 Prevailing Wage Rates – Carson City County

## ATTACHMENT A

Zone 70 miles and over      \$8.00

### **LABORER** (Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a radius from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles      \$0.00  
Zone 2-51 to 150 miles      \$3.00  
Zone 3-151 to 300 miles      \$4.00  
Zone 4-301 miles and over      \$5.00

### **LABORER** (Building Construction)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles      \$0.00  
Zone 2-51 to 150 miles      \$3.00  
Zone 3-151 to 300 miles      \$4.00  
Zone 4-301 miles and over      \$5.00

### **MECHANICAL INSULATOR**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Reno City Hall:

Zone 1-0-20 miles-      \$1.25  
Zone 2-21-40 miles-      \$2.50  
Over 40 miles-      \$10.63

### **MILLWRIGHT**

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 15 miles      \$1.25  
Zone 2-15 to 35 miles      \$2.50  
Zone 3-35 miles and over      \$10.63

### **OPERATING ENGINEER**

In addition to: OPERATING ENGINEER; STEEL FABRICATOR and ERECTOR, PILEDRIIVER, SURVEYOR, and LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on a radius from the Washoe County Courthouse:

Zone 1-0 to 75 miles      \$0.00  
Zone 2-75 to 150 miles      \$3.00  
Zone 3-151 to 300 miles      \$4.00  
Zone 4-301 miles and over      \$5.00

### **PLASTERER**

**2014-2015 Prevailing Wage Rates – Carson City County**

## ATTACHMENT A

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1-0-70 miles	\$0.00
Zone 2-70 miles and over	\$8.00

### **SHEET METAL WORKER**

In addition to AIR BALANCE AND SHEET METAL WORKER rates, add the applicable amounts per hour, calculated based on a radius from the courthouse in Reno, Nevada:

Zone 1-0 to 75 miles	\$0.00
(including the City of Fallon and the Fallon Naval Air Base)	
Zone 2-over 75 miles	\$8.12

### **TILE/TERRAZZO WORKER/MARBLE MASON**

In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	\$0.00
41-50 Miles	\$2.50
51-70 Miles	\$4.37
Over 70 Miles	\$6.87

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

## ATTACHMENT B

General Decision Number: NV150035 01/02/2015 NV35

Superseded General Decision Number: NV20140035

State: Nevada

Construction Type: Highway

County: Carson City County in Nevada.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

SUNV2011-002 10/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 32.68	
BRICKLAYER ZONE PAY: add the applicable amounts per hour calculated based on radius of over 50 miles from the Washoe County Courthouse in Reno, Nevada.		
Zone 1: 0 to 35 miles	\$0.00	
Zone 2: over 35 to 75 miles	\$1.25	
Zone 3: over 75 miles	\$5.37	
CARPENTER.....	\$ 38.80	
CARPENTER ZONE PAY: add the applicable amounts per hour calculated from the Washoe County Courthouse.		
Zone 1: 0 to 50 miles	\$0.00	(road miles of either the Carson City or the Washoe County Courthouse)
Zone 2: Over 50 to 150 miles	\$3.00	
Zone 3: Over 150 to 300 miles	\$4.00	
Zone 4: Over 300 miles	\$5.00	

## ATTACHMENT B

CEMENT MASON/CONCRETE FINISHER...\$ 34.40

CEMENT MASON ZONE PAY: add the applicable amounts per hour calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada.

Zone 1: 0 to 90 miles \$0.00

Zone 2: over 90 miles \$4.00

## ELECTRICIAN

Electrician

Neon Sign.....\$ 45.52

Wireman.....\$ 50.78

Line Construction

Groundman.....\$ 40.50

Heavy Equipment Operator...\$ 49.49

Lineman.....\$ 59.90

FENCE ERECTOR.....\$ 37.69

Hod Carrier (Brick Mason Tender).....\$ 30.10

HOD CARRIER BRICK MASON TENDER ZONE PAY: add the applicable amounts per hour calculated based on a radius from the Washoe County Courthouse.

Zone 1: 35 to 75 miles \$0.00

Zone 2: over 75 miles \$4.00

IRONWORKER.....\$ 56.74

## LABORER

Flagperson.....\$ 27.95

Group 1.....\$ 30.82

Group 2.....\$ 30.92

Group 3.....\$ 31.07

Group 4.....\$ 31.32

Group 5.....\$ 31.62

Gunmen, Materialmen.....\$ 31.32

Highway Stripper.....\$ 33.57

Landscaper.....\$ 25.66

Nozzlemen, Rodmen.....\$ 31.62

Reboundmen.....\$ 30.97

Traffic Barrier Erector.....\$ 30.82

LABORER ZONE PAY: add the applicable amounts per hour calculated based on a radius from either the Carson City or the Washoe County Courthouse.

Zone 1: 0 to 50 miles: \$0.00

Zone 2: over 50 to 150 miles: \$2.00 (Based on a radius from the Washoe County Courthouse)

Zone 3: over 150 to 300 miles: \$3.00 (Based on a radius from the Washoe County Courthouse)

Zone 4: over 300 miles: \$4.00 (Based on a radius from the Washoe County Courthouse)

## ATTACHMENT B

### LABORER CLASSIFICATIONS:

#### Group 1

All cleanup work of debris, grounds, and building including windows and tile; Dumpmen or Spotter (other than asphalt); Handling and Servicing of Flares, Watchmen; General; Guide Posts and Highway Signs; Guardrail Erection and Dismantling; Limber, Brushloader and Piler; Pavement Marking and Striping

#### Group 2

Choker setter or Rigger (clearing work only) Pittsburgh; Chipper and similar type brush shredders; Concrete worker (wet or dry); Crusher or Grizzly Tender; Greasing Dowels; Guinea Chaser (Stakemen); Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete); Railroad Trackmen (maintenance, repair or builders); Sloper; Semi-Skilled Wrecker

#### Group 3

Asphalt Workers (Ironers, Shovelers, Cutting Machine); Buggymobile; Chainsaw, Faller, Logloader and Bucker; Compactor (all types); Concrete Mixer under 1/2 yard; Concrete Pan Work (Breadpan type), handling, cleaning\stripping; Concrete Saw, Chipping, Grinding, Sanding, Vibrator; Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer; Curbing or Divider machine; Curb Setter (precast or cut); Ditching Machine (hand-guided); Drillers Tender, Chuck Tender; Form Raiser, Slip Forms; Grouting of Concrete Walls, Windows and Door Jams; Headerboardmen; Jackhammer, Pavement Breaker, Air Spade; Mastic Worker (wet or dry); Pipewrapper, Kettleman, Potmen, and men applying asphalt, creosote and similar type materials; All Power Tools (air, gas, or electric), Post Driver; Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry; Rototiller; Rigging and Signaling; Sandblaster, Vibra-screed; Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

#### Group 4

Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills; Track Drillers; Diamond Core Drillers; Wagon Drillers; Mechanical Drillers on Multiple Units;

High scalers; Concrete pump operator; Heavy Duty Vibrator with Stinger 5" diameter or over; Pipelayer, Caulker and Bander; Pipelayer-waterline, Sewerline, Gasoline, Conduit; Cleaning of Utility Lines; Slip Lining of Utility Lines; TV Monitoring and Grouting of Utility Lines; Asphalt Rakers

#### Group 5

Construction Specialists; Blasters and Powdermen

## ATTACHMENT B

MILLWRIGHT.....\$ 25.01

## PAINTER

Brush, Roller.....\$ 32.74

Sandblaster.....\$ 33.24

Spray.....\$ 33.59

Structural Steel.....\$ 33.74

PILEDRIVERMAN.....\$ 58.47

PLUMBER/PIPEFITTER.....\$ 45.20

## POWER EQUIPMENT OPERATOR:

(Piledriver)

Group 1.....\$ 57.85

Oiler.....\$ 50.47

Truck Crane Oiler.....\$ 52.39

Group 2.....\$ 56.31

Oiler.....\$ 50.27

Truck Crane Oiler.....\$ 52.18

Group 3.....\$ 54.86

Oiler.....\$ 50.04

Truck Crane Oiler.....\$ 51.96

Group 4.....\$ 53.35

Group 6.....\$ 51.13

Group 8.....\$ 49.21

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS (PILEDRIVER):

## Group 1

Derrick Barge Pedestal mounted over 100 tons; Clamshells over 7 cu. yds.; Self Propelled Boom Type Lifting Device, over 100 tons; Truck Crane or Crawler, land or barge mounted over 100 tons

## Group 2

Derrick Barge Pedestal mounted 45 tons up to and including 100 tons; Clamshells up to and including 7 cu. yds.; Self Propelled Boom Type Lifting Device over 45 tons; Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

## Group 3

Derrick Barge Pedestal mounted under 45 tons; Self Propelled Boom Type Lifting Device 45 tons and under; Skid/Scow Piledriver, any tonnage; Truck Crane or Crawler, land or barge mounted 45 tons and under

## Group 4

Forklift, 10 tons and over

## Group 6

Deck Engineer

## Group 8



## ATTACHMENT B

Deckhand; Fireman

## POWER EQUIPMENT OPERATOR:

(Steel Erection)

Group 1.....	\$ 58.38
Oiler.....	\$ 50.25
Truck Crane Oiler.....	\$ 52.21
Group 2.....	\$ 56.87
Oiler.....	\$ 50.04
Truck Crane Oiler.....	\$ 51.96
Group 3.....	\$ 55.63
Hydraulic.....	\$ 51.41
Oiler.....	\$ 49.82
Truck Crane Oiler.....	\$ 51.74
Group 4.....	\$ 53.90
Group 5.....	\$ 52.80

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS (STEEL ERECTION) :

## Group 1

Cranes over 100 tons; Derrick over 100 tons; Self-Propelled Boom Type Lifting Devices over 100 tons

## Group 2

Cranes over 45 tons up to and including 100 tons; Derrick, 100 tons and under; Self Propelled Boom Type Lifting Device, over 45 tons; Tower Crane

## Group 3

Cranes, 45 tons and under; Self Propelled Boom Type Lifting Device, 45 tons and under

## Group 4

Chicago Boom; Forklift, 10 tons and over

## Group 5

Boom Cat

## POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 43.08
Group 1A.....	\$ 45.84
Group 2.....	\$ 46.37
Group 3.....	\$ 46.64
Group 4.....	\$ 47.38
Group 5.....	\$ 47.68
Group 6.....	\$ 47.85
Group 7.....	\$ 48.10
Group 8.....	\$ 48.69
Group 9.....	\$ 49.01
Group10.....	\$ 49.36
Group10A.....	\$ 49.55
Group11.....	\$ 49.79
Group11A.....	\$ 51.43
Group11B.....	\$ 52.24
Lubrication and Service	

## ATTACHMENT B

Engineer.....\$ 47.85  
 ZONE PAY [ALL POWER EQUIPMENT OPERATORS INCLUDING STEEL  
 ERECTION & PILEDRIEVERS]: add the applicable amounts per hour  
 calculated based on a radius from the Washoe County  
 Courthouse.

Zone 1: 0 to 50 miles           \$0.00 (of either the Carson City  
 or Washoe County Courthouse)

Zone 2: over 50 to 150 miles   \$2.00

Zone 3: over 150 to 300 miles   \$3.00

Zone 4: over 300 miles           \$4.00

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

## Group 1

Engineer Assistant

## Group 1A

Heavy Duty Repairman Tender; Oiler; Parts man

## Group 2

Compressor; Material Loader and/or Conveyor (handling building  
 materials); Pump

## Group 3

Bobcat or similar loader, 1/4 cu. yd. or less; Concrete Curing  
 Machines; Conveyor Belt (tunnel); Forklift (under 20);  
 Engineer Generating Plant (500 K.W.); Mixer Box (concrete  
 plant); Motorman; Rotomist; Oiler (truck crane)

## Group 4

Concrete Mixer, Skip type; Dinky; Forklift (20' or over) or  
 Lumber Stacker; Ross Carrier; Skip Loader (under 1 cu. yd.);  
 Tie Spacer

## Group 5

Concrete Mixers (over 1 cu. yd.); Concrete Pumps or Pumpcrete  
 Guns; Elevator and Material Hoist (1 drum); Groundman for  
 Asphalt Milling and similar

## Group 6

Auger type drilling equipment up to and including 30 ft. depth  
 digging capacity; Boom Truck or Dual Purpose a-Frame Truck;  
 B.L.H. Lima Road Pactor or similar; Chip Box Spreader  
 (Flaherty type or similar); Concrete Batch Plant (wet or dry);  
 Concrete Saws; Locomotives (over thirty 30 tons); Maginnis  
 International Full Slab Vibrator; Mechanical Finishers  
 (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar

## ATTACHMENT B

types); Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt); Pavement Breaker, Truck Mounted, with compressor combination; Pavement Breaker or Tamper (with or without compressor combination); Power Jumbo (setting slip-forms, etc., in tunnels); Roller (except asphalt); Self-Propelled Tape Machine; Self-Propelled Compactor (single engine); Self-Propelled Power Sweeper; Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms); Small Rubber-Tired Tractors; Snooper Crane, Paxton-Mitchell or similar; Stationary Pipe Wrapping, Cleaning and Bending Machine

## Group 7

Auger type drilling equipment over 30 ft. depth digging capacity; Compressor (over 2); Concrete Conveyor or Concrete Pump, truck or equipment mounted Boom length to apply; Concrete Conveyor, Building Site; Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers); Crusher Plant Engineer; Generators; Kolman Loader; Material Hoist (2 or more drums); Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar); Mine or Shaft Hoist;

Pipe Bending Machines (pipeline only); Pipe Cleaning Machines (tractor-propelled and supported); Pipe Wrapping Machines (tractor-propelled and supported); Portable Crushing and Screening Plants; Post Driller And/Or Driver; Pumps (over 2); Roller (asphalt); Screedman (except asphaltic or concrete paving); Screedman (Barber-Greene and similar) (asphaltic or concrete paving); Self-Propelled Boom-Type Lifting Device (center mount) (on 10 ton capacity or less); Slusher; Surface Heater and Planer; Trenching Machine (maximum digging capacity 3 ft. depth); Truck-Type Loader

## Group 8

Asphalt Plant Engineer; Asphalt Milling Machine; Cast-In-Place Pipe-Laying Machine; Combination Slusher and Motor; Concrete Batch Plant (multiple units); Dozer; Drill Doctor; Elevating Grader; Grooving and Grinding Machine; Ken Seal; Loader (up to and including 2 1/2 cu. yds); Mechanical Trench Shield; Mixermobile; Push Cats; Road Oil Mixing Machine Wood-Mixer (and other similar Pugmill equipment); Rubber-Tired Earthmoving Equipment (up to and including 35 cu. yds. "struck", Euclids, T-Pulls, DW10, 20, 21 and similar); Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar; Sheepfoot; Small Tractor (with boom); Soil Stabilizer (P & H or equal); Timber Skidder (rubber-tired) or similar equipment; Tractor-Drawn Scraper; Tractor; Tractor-Mounted Compressor Drill Combination; Trenching Machine (over 3 feet depth); Tri-Batch Paver; Tunnel Badger or Tunnel Boring Machine; Tunnel Mole Boring Machine; Vermeer T-600b Rock Cutter

## Group 9

Chicago Boom; Combination Backhoe and Loader (up to and including 3/8 cu. yd.); Combination Mixer and Compressor (gunite); Lull Hi-Lift (20 feet or over); Mucking Machine; Sub-

## ATTACHMENT B

Grader (Gurries or other types); Tractor (with Boom) (D6 or larger); Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

### Group 10

Boom-Type Backfilling Machine; Bridge Crane; Cary-Lift or similar; Chemical Grouting Machine; Derricks; Derrick Barges (except excavation work); Euclid Loader and similar types; Gradesetter, Grade Checker; Heavy Duty Rotary Drill Rigs; Lift-Slab (Vagtborg and similar types); Loader (over 2 1/2 cu. yds. up to and including 4 cu. yds.); Locomotive (over 100 tons, single or multiple units); Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.); Pre-Stress Wire Wrapping Machine; Rubber-Tired Scraper, Self-Loading; Single-Engine Scraper (over 35 cu. yds.); Shuttle Car (Reclaim Station); Train Loading Station; Trenching Machine multi-engine with sloping attachments (Jefco or similar); Vacuum Cooling Plant; Whirley Crane (up to and including 25 tons)

### Group 10A

Backhoe-Hydraulic (up to and including 1 cu. yd.); Backhoe (up to and including 1 cu. yd.) (Cable); CMI Dual Lane Auto-Grader SP30 or similar type; Cranes (not over 25 tons) (hammerhead and gantry); Finish Blade; Gradalls (up to and including 1 cu. yd.); Motor Patrol; Power Shovels, Clamshells, Draglines, Cranes (up to and including 1 cu. yd.); Rubber-Tired Scraper, Self-Loading (twin engine); Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### Group 11

Automatic Asphalt or Concrete Slip-Form Paver; Automatic Railroad Car Dumper; Canal Trimmer; Cary Lift, Campbell or similar type; Cranes (over 25 tons); Euclid Loader when controlled from the Pullcat; Highline Cableway; Loader (over 4 cu. yds. up to and including 12 cu. yds.); Multi-Engine Earthmoving Equipment (up to and including 75 cu. yds. struck); Multi-Engine Scrapers (when used to Push Pull); Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over 1 cu. yd. and up to and including 7 cu. yds.); Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons); Self-Propelled Compactor (with multiple-propulsion power units); Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper; Slip-Form Paver (concrete or asphalt); Tandem Cats and Scraper; Tower Crane Mobile (including Rail Mount); Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons); Universal Liebherr and Tower Cranes (and similar types); Wheel Excavator (up to and including 750 cu. yds. per hour); Whirley Cranes (over 25 tons)

### Group 11A

Band Wagons (in conjunction with Wheel Excavators); Helicopter; Loader (over 12 cu. yds.); Multi-Engine Earthmoving Equipment (over 75 cu. yds. "struck"); Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over 7

# ATTACHMENT B

cu. yds.); Remote-Controlled Earth Moving Equipment; Wheel Excavator (over 750 cu. yds. per hour)

Group 11B

Holland Loader or similar or Loader (over 18 cu. yds.)

TRUCK DRIVER.....\$ 20.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

## ATTACHMENT B

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

# ATTACHMENT B

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: NV150023 07/03/2015 NV23

# ATTACHMENT C

Superseded General Decision Number: NV20140023

State: Nevada

Construction Type: Heavy

County: Carson City County in Nevada.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	07/03/2015

\* CARP0971-007 07/01/2015

	Rates	Fringes
CARPENTER		
Including Form Work.....	\$ 27.98	13.28

**ZONE PAY:**

ZONE 1: All work within 50 road miles of either Carson City Courthouse or Washoe County Courthouse shall be considered a Free Zone.

ZONE 2: All work within 50 to 150 road miles of the Washoe County Courthouse shall receive \$3.00 additional per hour.

ZONE 3: All work within 150 to 300 road miles of the Washoe County Courthouse shall receive \$4.00 additional per hour.

ZONE 4: Any work performed in excess of 300 road miles of the Washoe County Courthouse shall receive \$5.00 additional per hour.

-----  
ELEC0401-001 11/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 37.50	15.14

ZONE PAY: Shall be measured in air miles from the Washoe County Courthouse

Zone 1 - 0 to 70 miles	\$0.00 Per Hour
Zone 2 - 72 to 90 miles	\$6.00 Per Hour



Zone 3 - 91 miles and over \$8.00 Per Hour

ATTACHMENT C

-----  
 ENGI0003-030 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(02) Bulldozer.....	\$ 29.55	17.72
(03) Skid Loader/Bobcat, Excavator.....	\$ 29.82	17.72
(06) Roller.....	\$ 31.03	17.72
(08) Loader up to and including 2-1/2 cu. yds. and Scraper.....	\$ 31.87	17.72
(09) Mechanic and Backhoe Loader Combo.....	\$ 32.19	17.72
(10) Loader over 2-1/2 cu. yds. up to and including 4 cu. yds), Grader/Blade.....	\$ 32.54	17.72
(11) Backhoe, Loader over 4 cu. yds. up to and including 12 cu. yds.,Trackhoe.....	\$ 32.97	17.72
(11a) Loader over 12 cu.yds.....	\$ 34.61	17.72

ZONE PAY:

Zone 1: All work within 50 road miles of Carson City  
 Courthouse of Washoe County Courthouse shall be considered  
 a Free Zone.

Zone 2: All work 50 to 150 road miles from Washoe County  
 Courthouse shall receive \$2.00 additional per hour.

Zone 3: All work 150 to 300 road miles from Washoe County  
 Courthouse shall receive \$3.00 additional per hour.

Zone 4: All work over 300 road miles from Washoe County  
 Courthouse shall receive \$4.00 additional per hour.

-----  
 \* IRON0118-004 07/01/2015

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 33.97	28.92

-----  
 LABO0169-017 10/01/2013

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.90	8.67
(1A) Flagger.....	\$ 20.03	8.67
(3) Form Stripping, Mason Tender - Cement/Concrete and Pipelayer.....	\$ 23.15	8.67

-----  
 PAIN0567-012 01/01/2015

	Rates	Fringes
PAINTER.....	\$ 22.41	11.13

-----  
PLAS0797-003 10/01/2010

# ATTACHMENT C

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.98	9.27

-----  
TEAM0533-005 12/01/2010

	Rates	Fringes
TRUCK DRIVER: Water Truck		
2,500 gallons & over.....	\$ 28.61	13.64
Up to 2,500 gallons.....	\$ 28.61	13.64

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ZONE 4: Any work performed more than 300 road miles from the Washoe County Courthouse shall receive \$4.00 additional per hour.

-----  
SUNV2007-028 09/19/2007

	Rates	Fringes
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 23.92	0.00
LABORER: Landscape.....	\$ 18.51	0.00
OPERATOR: Crane.....	\$ 29.21	10.42
TRUCK DRIVER: Dump Truck.....	\$ 19.49	5.00
TRUCK DRIVER: Flatbed Truck.....	\$ 19.49	3.95

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

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## WAGE DETERMINATION APPEALS PROCESS

## ATTACHMENT C

1.) Has there been an initial decision in the matter? This can be:

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=====

END OF GENERAL DECISION

# ATTACHMENT D

## SRF Requirements Section

1. Cross Cutters
2. Project Sign
3. Implementation of American Iron & Steel Memo Dated 3/20/14 (Guidance Included)
4. Wage Rate Requirement's Under the Consolidated & Further Continuing Appropriations Act(2013)
5. DBE Guidance to Borrowers & Contractors(Includes Required Forms)
6. Wage Comparison Worksheet
7. Contractor's Monthly Report of Payments to Subcontractors
8. DUNS Number

## Cost Cutters Informational Sheet

# ATTACHMENT D

## Cross-Cutting Federal Authorities

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

### Environmental Authorities

- o Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Clean Air Act, Pub. L. 95-95, as amended
- o Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended

### Economic and Miscellaneous Authorities

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, & Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o Government Neutrality Toward Contractor's Labor Relations, Executive Order No. 13202, as amended by Executive Order No. 13208
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, & Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

### Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

### Disadvantaged Business Enterprise Authorities

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No. 11625, 12138, & 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements

# ATTACHMENT D

Project Sign





# ATTACHMENT D

Construction sign for **STATE SRF** projects:

WHITE BACKGROUND

<b>Project Title</b>
<b>Sponsor / Developer Official(s) or Sponsor Address</b>
<b>Architect or Engineer</b>
<b>Contractor</b>

This project received funding from the State  
Revolving Loan Fund Program which is financially  
supported by the State of Nevada and the EPA

NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
Leo Drozdoff, Director

**BRIAN SANDOVAL, GOVERNOR**

Arial BLACK  
Lettering

**SIGN DIMENSIONS: 1200mm x 2400mm x 19mm (Approx. 4' x 8' x 3/4")  
PLYWOOD PANEL (APA RATED A-B GRADE - EXTERIOR)**

# ATTACHMENT D

## PART ONE – GENERAL

### 1.01 DESCRIPTION:

- A. Work included: Furnish, install and maintain project identification sign.

### 1.02 QUALITY ASSURANCE:

- A. Allow no other signs to be displayed.
- B. Layout of sign to be approved by Construction Manager prior to fabrication.

## PART TWO – PRODUCTS

### 2.01 PROJECT IDENTIFICATION SIGN:

- A. Contents:
  - 1. Title of Project
  - 2. Name of Sponser/Developer  
Sponser/Developer Address
  - 3. Name of Architect or Engineer
  - 4. Prime Contractor
- B. The graphic design shall be as indicated in the drawing following this section.
- C. Structure and Framing: May be new or used, 4"x4" posts in sound condition, structurally adequate to work and suitable for specified finish.
- D. Sign Surfaces: 3/4" exterior type, Grade A-B Douglas Fir Plywood; 8 feet wide and 4 feet high.
- E. Finishes: Adequate to resist weathering and fading for the scheduled construction period.

## PART THREE – EXECUTION

### 3.01 INSTALLATION:

- A. Install the sign posts utilizing direct burial to a depth adequate to support the sign in a stable condition throughout the construction period (3 feet minimum).

### 3.02 PROTECTION AND CLEANING:

- A. Maintain the sign and supports in a neat, clean condition. Repair damages to structure, framing or sign as required.
- B. Remove the signs, framing and supports at the completion of the project. Patch and repair the surrounding conditions as required when the sign is removed.

*STATE SRF PROJECT SIGN NOTES*

Implementation of American Iron & Steel  
Memo Dated 3/20/14  
(Guidance Included)

# ATTACHMENT D



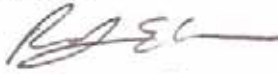
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

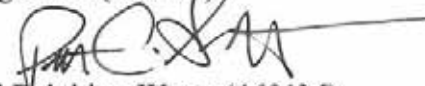
MAR 20 2014

OFFICE OF WATER

## MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,  
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director   
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director   
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors  
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

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## Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

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the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

## **Project Coverage**

### **1) What classes of projects are covered by the AIS requirement?**

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

### **2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?**

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

### **3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?**

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

### **4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?**

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

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**5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

**6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

**7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

**8) What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

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project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

## **9) What about refinancing?**

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

## **10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?**

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

## **Covered Iron and Steel Products**

### **11) What is an iron or steel product?**

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).



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## **12) What does the term ‘primarily iron or steel’ mean?**

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

## **13) Can you provide an example of how to perform a cost determination?**

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

## **14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?**

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

## **15) What is the definition of steel?**

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

## **16) What does ‘produced in the United States’ mean?**

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

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material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

**17) Are the raw materials used in the production of iron or steel required to come from US sources?**

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

**18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?**

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

**19) What is the definition of ‘municipal castings’?**

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

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Meter Boxes;  
Service Boxes;  
Steel Hinged Hatches, Square and Rectangular;  
Steel Riser Rings;  
Trash receptacles;  
Tree Grates;  
Tree Guards;  
Trench Grates; and  
Valve Boxes, Covers and Risers.

## **20) What is ‘structural steel’?**

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

## **21) What is a ‘construction material’ for purposes of the AIS requirement?**

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

## **22) What is not considered a ‘construction material’ for purposes of the AIS requirement?**

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

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data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

## **23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?**

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

## **24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?**

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

## **Compliance**

## **25) How should an assistance recipient document compliance with the AIS requirement?**

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

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processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

## **26) How should a State ensure assistance recipients are complying with the AIS requirement?**

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

## **27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?**

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

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888-546-8740 or [OIG\\_Hotline@epa.gov](mailto:OIG_Hotline@epa.gov). More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

## **28) How do international trade agreements affect the implementation of the AIS requirements?**

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

### **Waiver Process**

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

### **Definitions**

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

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## Step-By-Step Waiver Process

### Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: [cwsrfwaiver@epa.gov](mailto:cwsrfwaiver@epa.gov). For DWSRF waiver requests, please send the application to: [dwsrfwaiver@epa.gov](mailto:dwsrfwaiver@epa.gov).

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## Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

## Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.



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EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at [dorfman.jordan@epa.gov](mailto:dorfman.jordan@epa.gov) or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto:anderer.kirsten@epa.gov) or (202) 564-3134.

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## Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p><b>General</b></p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information:               <ul style="list-style-type: none"> <li>— Description of the foreign and domestic construction materials</li> <li>— Unit of measure</li> <li>— Quantity</li> <li>— Price</li> <li>— Time of delivery or availability</li> <li>— Location of the construction project</li> <li>— Name and address of the proposed supplier</li> <li>— A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>• Waiver request was submitted according to the instructions in the memorandum</li> <li>• Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>	✓	
<p><b>Cost Waiver Requests</b></p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information:               <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>— Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers</li> </ul> </li> </ul>		
<p><b>Availability Waiver Requests</b></p> <ul style="list-style-type: none"> <li>• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:               <ul style="list-style-type: none"> <li>— Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>— Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul> </li> <li>• Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>• Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul>		

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## Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
<p><b>Cost Waiver Requests</b></p> <ul style="list-style-type: none"> <li>• Does the waiver request include the following information?               <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market</li> </ul> </li> <li>• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?</li> </ul>				
<p><b>Availability Waiver Requests</b></p> <ul style="list-style-type: none"> <li>• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested?               <ul style="list-style-type: none"> <li>— Supplier information or other documentation indicating availability/delivery date for materials</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials</li> </ul> </li> <li>• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?</li> <li>• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)</li> <li>• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested?               <p>Examples include:</p> <ul style="list-style-type: none"> <li>— Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State</li> <li>— Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States</li> <li>— Correspondence with construction trade associations indicating the non-availability of the materials</li> </ul> </li> <li>• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?</li> </ul>				

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## **Appendix 3: Example Loan Agreement Language**

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

# ATTACHMENT D

## Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of \_\_\_\_\_ (“Purchaser”) and the \_\_\_\_\_ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

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## Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

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The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Wage Rate Requirement's Under the  
Consolidated & Further Continuing  
Appropriations Act (2013)



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## EXHIBIT D to LOAN CONTRACT

### **Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)**

#### **Preamble**

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

#### **I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

#### **1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.**

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

#### **2. Obtaining Wage Determinations.**

**(a)** Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

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(i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

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rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

## (ii)

**(A)** The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(B)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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**(C)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**(D)** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(2) Withholding.** The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **(3) Payrolls and basic records.**

**(i)** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any

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laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**(ii)**

**(A)** The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

**(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable

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wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

**(D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **(4) Apprentices and trainees –**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of

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an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(6) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**(7) Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(8) Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**(9) Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of

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its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

## **(10) Certification of eligibility.**

**(i)** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **4. Contract Provision for Contracts in Excess of \$100,000.**

**(a) Contract Work Hours and Safety Standards Act.** The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.



# ATTACHMENT D

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

**(b)** In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions *made*, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Nevada Division of Environmental Protection, the US Environmental Protection Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

**(a)** The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

**(b)** The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

**(c)** The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

**(d)** The subrecipient shall periodically review contractor and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Items (b) and (c) above.

# ATTACHMENT D

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

DBE Guidance to Borrowers & Contractors  
(Includes Mandatory Forms)

# **State Revolving Fund**

## **Disadvantaged Business Enterprise Program**

### **Guidance to Borrowers and Contractors**

# ATTACHMENT D

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# ATTACHMENT D

## State Revolving Fund

### Disadvantaged Business Enterprise Program

#### **Section 1: Overview**

As stipulated by the Environmental Protection Agency (EPA), Nevada State Revolving Fund (SRF) borrowers and their contractors are required to make good faith efforts to utilize businesses classified as Disadvantaged Business Enterprises (DBEs) for goods and services associated with SRF financed projects. A borrower and their contractors should utilize DBEs through prime contracting, subcontracting, joint-ventures, other business relationships, and through the procurement of supplies, materials, and equipment.

#### **Section 2: Definition of Disadvantaged Business Enterprise (DBE)**

A DBE is a business owned and/or controlled by socially and economically disadvantaged individuals including Minority and Women Business Enterprises.

**Minority Business Enterprise (MBE)** – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are Black, Hispanic, Portuguese, Asian American, American Indian, or groups found to be economically and socially disadvantaged by the U.S. Small Business Administration pursuant to Section 8(a) of the Federal Small Business Act.

**Women Business Enterprise (WBE)** – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are women.

#### **Section 3: Disadvantage Business Enterprise (DBE) requirements and contract conditions**

The following pages include conditions which must be included in all bidding and contract documents for SRF financed projects including:

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

# ATTACHMENT D

## Nevada State Revolving Fund Disadvantaged Business Enterprise (DBE) and Contract Conditions

The DBE Solicitation and Contract Conditions must be physically included in all bidding and contract documents for SRF financed projects.

### **DBE Related Laws, Rules, and Regulations**

This project is being financed in whole or in part by the Nevada State Revolving Fund (SRF). The borrower is required to comply with the following laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1. Ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap: Title VI of the Civil Rights Act of 1964 (P.L 88-352, Section 504 of the Rehabilitation Act, P.L. 93-112 (87 Stat. 355, 29 U.S.C. Sec. 794), Older Americans Act (P.L. 94-135, 89 Stat. 713, 89 Stat. 728 Sec. 303, 42 U.S.C. 6102).
2. Encourages recipients of federal funds to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement: Executive Orders 11625, 12138 and 12432; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 4370d); a 1993 appropriations act ("EPA's 8% statute"); Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute").
3. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended: Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000. Information on debarment is available at the following website: [www.sam.gov](http://www.sam.gov).
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
5. Prohibits discrimination by federal contractors and subcontractors for reasons of race, color, religion, sex, and national origin: Equal Employment Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Inclusion of the seven clauses (located below in the Equal Employment section) from Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.

### **Equal Employment** (must be included in all contracts over \$10,000)

During the performance of this contract, the contractor agrees as follow:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor

# ATTACHMENT D

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## **DBE Participation Goals**

Borrowers and their prime contractors must follow and document good faith efforts to meet the DBE Participation Goals listed below.

<b>Good or Service</b>	<b>MBE Participation Goal</b>	<b>WBE Participation Goal</b>
Construction	3%	1%
Equipment	2%	1%
Materials/Supplies	1%	1%
Services	1%	1%

The DBE Participation Goals are not quotas – SRF will not penalize a borrower and their contractors if they cannot meet the goals. However, SRF will require a borrower and their contractors to make a good faith effort to meet these goals.



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## Good Faith Effort for DBE Participation

EPA defines “Good Faith Effort” to include, at a minimum, the following actions by a borrower and their contractors and sub-contractors:

1. Include DBEs on solicitation lists.
2. Assure that DBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible. Encourage the joint submission of bids by multiple DBE businesses.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce (MBDA) OR State/Regional/Local equivalent.
6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined.

## DBE Contract Terms and Conditions

The following conditions must be included in all procurement contracts entered into by the borrower and their contractors and subcontractors for SRF financed projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the loan recipient.
2. The prime contractor must document its efforts towards meeting the six “Good Faith Efforts for DBE Participation” even if the prime contractor has achieved its fair share objectives.
3. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six “Good Faith Efforts for DBE Participation” if soliciting a replacement subcontractor.
5. All DBE procurements whether from bid documents or subsequent draw request are to be **reported on form 5700-52A to the SRF.**
6. The prime contractor must submit **Form 6100-4 – DBE Subcontractor Utilization** to the borrower as part of bid proposals.
7. The prime contractor must ensure DBE subcontractors submit **Form 6100-3 – DBE Subcontractor Performance.** In turn, the prime contractor submits the forms to the borrower.
8. The prime contractor must provide **Form 6100-2 – DBE Subcontractor Participation** to DBE subcontractors. DBE subcontractors may submit Form 6100-2 to:

DBE/MBE/WBE Coordinator  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street (PMD-1)  
San Francisco, CA 94105

# ATTACHMENT D

Report	Provided By:	Completed By:	Submitted To:	Appendix
DBE Reporting Form 5700-52A Part II	SRF	Borrower	SRF	A
Form 6100-4	Borrower	Prime Contractor	Borrower	B
Form 6100-3	Prime Contractor	Sub-Contractor	Borrower	C
Form 6100-2	Prime Contractor	Sub-Contractor	EPA, Region 9	D

8. Each procurement contract signed must include the following term and condition:

**“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”**

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## Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors

### Sources to Identify and Certify DBEs

Source	Phone	Website/E-mail
Nevada Department of Transportation Civil Rights Program (DBE assistance and list)	External Civil Rights and Contract Compliance-Nevada Unified Certification Program <b>800-267-1971</b>	<a href="http://nevadadbe.com">http://nevadadbe.com</a>
Nevada Department of Transportation DBE Program		<a href="http://nevadadot.com/nevadaDBE/dbe.aspx">http://nevadadot.com/nevadaDBE/dbe.aspx</a>
Nevada Governor's Office of Economic Development – Procurement Outreach Program	800-336-1600	<a href="http://diversifynevada.com/programs-resources/procurement-outreach">http://diversifynevada.com/programs-resources/procurement-outreach</a>
Nevada Small Business Development Center (NSBDC)	800-240-7094 DBE assistance 775-687-9921	<a href="http://dbe.nsbdc.org/">http://dbe.nsbdc.org/</a>
Hispanic Business Nevada		<a href="http://hispanicbusinessnevada.com/">http://hispanicbusinessnevada.com/</a>
US Environmental Protection Agency Small Business Program		<a href="http://www.epa.gov/osbp/dbe_team.htm">http://www.epa.gov/osbp/dbe_team.htm</a>
US Small Business Admin. (SBA)		<a href="http://www.sba.gov/">http://www.sba.gov/</a>
Minority Business Development Agency-US Dept. of Commerce		<a href="http://www.mbda.gov/">http://www.mbda.gov/</a>

# ATTACHMENT D

## **Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors**

### **Appendix A**

#### **DBE Reporting Form 5700-52A Part II**

When requesting loan draws which involve procurements to MBE/WBE businesses, information must be reported on forms provided by SRF as shown on the next page.

**PART II. MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**

EPA Financial Assistance Agreement Number: \_\_\_\_\_

1. Procurement Made By			2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Services <sup>A</sup> (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of product or service codes:

- 1 = Construction
- 2 = Supplies
- 3 = Services
- 4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 06/30/14)

# ATTACHMENT D

## Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.
7. Send to SRF.

\*\*This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per

response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

# ATTACHMENT D

## **Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors**

### **Appendix B**

#### **Form 6100-4 – DBE Subcontractor Utilization**

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.

# ATTACHMENT D



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



# ATTACHMENT D



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

# ATTACHMENT D

## **Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors**

### **Appendix C**

#### **Form 6100-3 – DBE Subcontractor Performance**

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.

# ATTACHMENT D



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

# ATTACHMENT D



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

# ATTACHMENT D

## **Disadvantaged Business Enterprise Utilization Guidance to Borrowers and Prime Contractors**

### **Appendix D**

#### **Form 6100-2 – DBE Subcontractor Participation**

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street (PMD-1)  
San Francisco, CA 94105

# ATTACHMENT D



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

# ATTACHMENT D



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

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<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

# Wage Comparison Worksheet





**Contractor's Monthly Report of Payment to  
Subcontractors**

## CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS

The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.

Business name and address of the contractor making payment:

CONTRACT NUMBER: \_\_\_\_\_

Subcontractor name:	Date Invoiced by Subcontractor	Amount Invoiced by Subcontractor	Date Subcontractor was Paid	Amount Paid for Work or Services	Amount Paid for Supplies
Total subcontract amount: \$					
<b>Subcontractor name:</b>					
Total subcontract amount: \$					
<b>Subcontractor name:</b>					
Total subcontract amount: \$					
<b>Subcontractor name:</b>					
Total subcontract amount: \$					
<b>Subcontractor name:</b>					
Total subcontract amount: \$					
<b>Subcontractor name:</b>					
Total subcontract amount: \$					
<b>Subcontractor name:</b>					
Total subcontract amount: \$					

Signature of authorized representative of the contractor

Title of person signing

Date Submitted

The contractor attests that the information provided is accurate.

**DUNS Number**  
Contractor's Monthly Report of Payment to  
Subcontractors

## ATTACHMENT D

Contractors and sub-contractors need to have a DUNS number (obtained from Dun & Bradstreet: <http://www.sba.gov/content/getting-d-u-n-s-number> ) and be registered in the US Government System for Award Management (SAM: <https://www.sam.gov> ) for ease of verification they are not debarred from working on projects with federal funding. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.