



CITY OF ELKO

SEWER LINE PROJECT - 2017

FEBRUARY 2017

Prepared for:

**City of Elko
1751 College Avenue
Elko, NV 89801**

CONSISTS OF:

BIDDING REQUIREMENTS
PROPOSAL FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS

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Bid Set No. _____



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1.0 INVITATION TO BID

Sealed bid proposals will be received until **3:00 PM, local time, on Friday, April 21st, 2017** at the office of the Elko City Clerk; 1751 College Avenue; Elko, Nevada 89801, for the following:

CITY OF ELKO SEWER LINE PROJECT-2017

Bid proposals received after the above noted time will not be accepted. **Bidders mailing their bids assume the risk of late delivery.**

Bidding documents, plans, specifications and contract documents can be obtained free of charge electronically from the City of Elko's website at web address:

http://elkocitynv.gov/government/bidding_opportunities/index.php. All bidders shall be registered with the Elko City Clerk's Office on the official plan holder's list for this project prior to submitting a bid for this project. All bidders shall be reminded below to attend the "mandatory pre-bid meeting" for the Project to be eligible to submit a construction bid.

Bid proposals must be submitted on the prescribed forms and accompanied by security in the amount, form and subject to the conditions listed in the Instructions to Bidders. Bid proposals will be opened at City Hall immediately after the above deadline with the bid amounts submitted being read aloud by City Staff and interested parties present, if any. All interested parties are invited to be in attendance at the bid opening. Contractors will be required to have a current Elko City business license and a current Nevada State contractor's license of the proper classification to perform the project work at the time of the Project bid opening.

All bids must be submitted in a sealed envelope and legibly marked "**SEWER LINE PROJECT-2017**". City staff shall thoroughly review all bids proposals for conformance with the contract documents prior to making a written recommendation for award to the Elko City Council.

The award may be made to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder shall be judged on the basis of price, conformance to specifications, bidder's qualifications, conformance to applicable sections of NRS Section 338, and the best interest of the City of Elko. Each of listed factors being considered.

The mandatory Pre-Bid Conference will be held at the Elko City Hall (1751 College Avenue, Elko, Nevada), on Monday, April 10th, 2017 at 9:00 AM, Pacific Standard Time.

The City Council may formally award the contract to the successful bidder at their regularly scheduled meeting in City Hall on **Tuesday, April 25th, 2017, after 4:00 PM, local time.**



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

The City of Elko shall reserve the right to accept or reject any and/or all items specified in the bid proposal and further reserves the right to waive any minor technicalities in the preparation of these bidding documents.

Dated this 28th day of March 2017.

City of Elko
Elko City Council

BY: Ryan Limberg
 Elko Utilities Director

Publish: Elko Daily Free Press –



2.0 INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows:

- 1) The City of Elko (City) will receive sealed bids from Bidders until **3:00 PM, local time, on Friday, April 21st, 2017**. Bids received after this time will not be opened or accepted and will be returned unopened.
- 2) **The site visit and mandatory Pre-Bid Conference will be held at the Elko City Hall (1751 College Avenue, Elko, Nevada), on Monday, April 10th, 2017, at 9:00 AM, local time (PST).** The City or authorized representative will transmit to all prospective Bidders of record such Addenda as the City or authorized representative in his discretion considers necessary in response to questions arising at the Pre-bid Conference. Oral statements shall not be relied upon and will not be binding or legally effective. Minutes of the Pre-bid Conference issued by the City or authorized representative, if any, and Addenda issued as a result of the Pre-bid Conference, if any, shall constitute the sole and exclusive record and statement of the results of the Pre-bid Conference.
- 3) Apparent Low Bid will be based solely on total amount of all bid items, and any additive or deductive alternates selected for award by the City. All Bidders are required to submit Bids on all bid items and all additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of the City. If Alternate Bids are requested on this Project, the following applies: The priority of Alternate Bids will be announced by the City prior to the opening of bids. The City reserves the right to reject all Base Bids and all Alternate Bids. If the City elects not to reject all Bids, it will, prior to the award, first determine which one or more Alternates to accept; then the City will evaluate the lowest responsive and responsible Bidder based upon the Base Bid combined with any Alternates accepted. If any Alternates are accepted, the fact that a Bidder may have a lower individual Base or Alternate Bid than the individual Bids of the apparent lowest responsive and responsible Bidder is irrelevant, since the successful Bidder will be chosen on the basis of the sum of the Base Bid and the Alternates accepted, and the other statutory factors.
- 4) Bidders must submit bids on Bid Form, fully completed with all blanks filled in, and signed by an authorized representative of the Bidder. Bids not submitted on the required form, and/or not fully completed and/or not signed by an authorized representative of the Bidder, shall be deemed nonresponsive and shall not be considered.
- 5) The City of Elko requires all Bidders to submit a Bid Bond, pursuant to NRS 332.105, in the form of a cashier's check, a certified check, or a corporate surety



bond of not less than ten percent (10.0 %) of amount bid, including additive alternates, payable to The City of Elko, with their Bids, such amount or bond to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the Contract in accordance with its Bid and the Contract Documents and furnish the other required bonds and certificates of insurance. The Bid Bond is a penalty, as opposed to liquidated damages, and the Bidder will be liable for all damages in excess of the Bid Bond. Bid bond or deposits will be returned upon signing of Contract. The required form of corporate surety bond, Proposal Guarantee (Accompanying Bid), is provided by the City. Bids submitted without bid security may be deemed nonresponsive and not considered.

6) NRS 338.141 provides:

1) Except as otherwise provided in subsection (2) next below, each bid submitted must include:

- (a) If the City provides a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide such labor or portion of the work on the public work which is estimated to exceed 3 percent of the estimated cost of the public work; or
- (b) If the City does not provide a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

Optional Subcontractors List is included for Bidder's use. If the Document is used, check the appropriate checkbox for 5% or 1% List to indicate whether it is the 5% List or the 1% List.



- (2) The lists required by subsection 1 must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.
- (3) A prime contractor shall include his name on a list required by paragraph (a) of subsection 1 if he will perform any of the work required to be listed pursuant to paragraph (a) of subsection 1.
- (4) Except as otherwise provided in this subsection, if a contractor:
 - (a) Fails to submit the list within the required time; or
 - (b) Submits a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376, the contractor's bid shall be deemed not responsive. A contractor's bid shall not be deemed not responsive on the grounds that the contractor submitted a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376 if the contractor, before the award of the contract, provides an acceptable replacement subcontractor in the manner set forth in subsection 1 of NRS 338.13895.
- (5) A contractor whose bid is accepted shall not substitute a subcontractor for any subcontractor who is named in the bid, unless:
 - (a) The City or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change.
 - (b) The substitution is approved by the City or its authorized representative. The substitution must be approved if the City or its authorized representative determines that:
 - (1) The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the contractor which was offered to the named subcontractor with the same general terms that all other subcontractors on the project were offered;
 - (2) The named subcontractor files for bankruptcy or becomes insolvent;



Nevada Secretary of State within 90 calendar days prior to the date for receipt of Bids, certifying that the Bidder is qualified to do business in the State of Nevada (i.e., a Good Standing Certificate); or (B) a printout of a Business Entity Search on the Nevada Secretary of State Website within 30 calendar days prior to the date for receipt of Bids showing that the Bidder is an active entity registered in that office and the other public Business Entity Information.

- 9) Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The City Council reserves the right in its sole discretion to reject any Bid as nonresponsive as a result of any error or omission in the Bid.
- 10) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.
- 11) Bidders may not modify Bid Form or qualify their Bids.
- 12) Submission of a Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. The Bidder must complete the tasks listed below in subsections "a" through "e" below, as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to the City that the Bidder has fully completed the following:
 - a) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b) Bidder has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in any Report of Geotechnical Data and Existing Conditions, or which may appear in the Project Construction Drawings, and accepts the determination set forth in these documents and in the General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings;



- c) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph (b) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;
 - d) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
 - e) Bidder has given City or authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by City or authorized representative is acceptable to Bidder.
- 13) Bidders may examine any available "as-built" drawings of previous work by giving City or authorized representative, reasonable advance notice. The City will not be responsible for accuracy of "as-built" drawings.
- 14) All questions about the meaning or intent of the Contract Documents are to be directed to the City or authorized representative. Interpretations or clarifications considered necessary by the City or authorized representative in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the City or authorized representative as having received the Bidding Documents. Questions received less than seven (7) business days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 15) Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or authorized representative.
- 16) Addenda must be acknowledged in Bid Form by number and must be part of Contract Documents. A complete listing of Addenda may be secured from the City or authorized representative.



- 17) All Bidders who actually discover any defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability (Problem), or who reasonably should have discovered any material and patent, obvious or glaring defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability, in or in connection with the Contract Documents, have an affirmative duty to immediately (i.e. prior to the opening of bids) bring the Problem to the attention of the City or authorized representative by faxed, written notice and/or inquiry to allow the City or authorized representative to investigate, clarify or correct the Problem and if appropriate, to give written clarification or correction to all prospective Bidders as soon as is reasonably possible prior to the receipt of Bids. The breach of this duty will thereafter bar the Bidder from all claims for time and/or money to the extent related to, or arising out of, such Problem. The purposes of this provision are to correct errors at the earliest possible time, to put all bidders on equal footing as to such Problem, and to eliminate later claims that could have been avoided.
- 18) For contracts of \$250,000.00 or more, NRS 338.020 requires the contractor, and all sub-contractors, to pay at least the “prevailing” wage set by the Nevada Labor Commissioner in effect at the time of contract award, even if the “prevailing” wage rates are changed between the time of preparation of the specifications and the time of contract award. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Nevada Labor Commissioner and in effect at the time of the printing of the specifications, are included in the specifications. All Bidders are responsible for confirming whether any applicable “prevailing” wage rates are changed between the time of preparation of the specifications and the time of contract award. Current “Prevailing Wage Rates for Elko County” are included in the attachment at the end of the Contract Technical Specifications for the Project.
- 19) “Equal” Items and Substitutions: Bids must be based on products and systems specified, or listed by name, in Contract Documents or listed by name in Addenda. As to all items specified by name, the bid may include an “equal” which must be approved by the City or authorized representative.
 - a) Any Bidder may request the City or authorized representative to approve an “equal” prior to Bid opening -- and all Bidders are encouraged to do so as soon as possible if their Bid will include an unapproved “equal”. However, no Bidder is required to make such a request and a decision on the request is not required to be made prior to the expiration of the period described in subparagraph (d) below.
 - b) If an “equal” item is approved prior to Bid opening, it must be listed on an Addenda to all prospective Bidders.



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1751 College Avenue, Elko, NV 89801

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- c) Requests for approval of an “equal” must contain sufficient information to assess acceptability of product or system and impact on the Project. Insufficient information shall be ground for non-approval.
 - d) Nevada law requires that the Contractor may submit data substantiating a request for approval of an “equal” up to seven (7) business days after the award.
 - e) If the request for approval of an “equal” is not given, the Bidder’s Bid must be deemed nonresponsive (and the award rescinded if it has been made).
 - f) Substitutions may be requested after the Contract has been signed only in accordance with requirements specified in the General Conditions and Specifications.
- 20) Bids will be received at the City Clerk’s Office at **1751 College Avenue, Elko, Nevada**. Bids will be opened in a conference room at the City offices.
- a. Envelopes or boxes must be sealed, and marked with name and address of the Bidder, and addressed to:

**City of Elko
1751 College Avenue
Elko, Nevada 89801**
 - b. Mark envelopes: **BID FOR: SEWER LINE PROJECT-2017
PROJECT FOR: City of Elko, Elko, Nevada**
- 21) By 5:00 p.m. of the **twentieth** business day following acceptance of Bids by the City Council, the original of following documents are to be executed and submitted by the successful Bidder **to City of Elko, 1751 College Avenue, Elko, Nevada 89801:**
- a. Insurance Submittals: Satisfactory proof that Bidder has taken out for the entire period covered by the proposed contract, insurance policies of the following type, and with the following limits, with an insurance carrier satisfactory to the City:
 - 1) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insurance shall provide coverage not less than the Standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.



If the Work involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its Subcontractors shall provide coverage with a combined single limit of \$5,000,000 per accident covering transportation of such materials by amending the pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent) in the following manner:

- (a) DELETE SECTION a. (1) a.: (POLLUTION) "BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO."
- (b) DELETE SECTION a. (1) b.: "OTHERWISE IN THE COURSE OF TRANSIT BY THE INSURED."

Such policy shall include the MCS-90 Endorsement. If the City is scheduled as an additional insured, the policy shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured and not the City.

- 2) Commercial General Liability Insurance on a form at least as broad as the standard ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00010196), covering liability for bodily injury and property damage. Such insurance shall provide coverage for all operations and include independent contractors, products and completed operations, blanket contractual liability coverage including, to the maximum extent possible, coverage for the liability assumed by the indemnity provisions of this agreement, broad form property damage coverage, coverage for explosion, collapse, and underground hazards, and personal and advertising injury liability coverage. The limits of such insurance shall not be less than \$2,000,000 per occurrence, \$2,000,000 annual General Aggregate, and \$2,000,000 products and completed operations aggregate.
- 3) Worker's Compensation Insurance no less than the amount required by Nevada law, and Employers Liability Insurance at limits no less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee and policy limit for bodily injury by disease.

All insurance policies (except the workers compensation policy) must contain an endorsement containing the following terms:



- a) Naming the City and all of its Council members, representatives, employees and agents as additional insured, but only with respect to liability arising out of the activities of the named insured (the endorsement for the Commercial General Liability form shall be equivalent to ISO form CG 20 10, 11/85);
- b) The policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;
- c) Written notice of any cancellation or of any limits reduction change in the policy shall be mailed to the City at least 30 days in advance of the effective date thereof; and
- d) The insurance shall be primary insurance and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by the insurance for the named insured.

b. Contract Documents:

- 1) Contract: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- 2) Performance Bond: To be executed by successful Bidder and surety in an amount not less than the Contract Sum.
- 3) Labor and Material Bond: To be executed by successful bidder and surety in an amount not less than the Contract Sum.

Failure to properly and timely submit these documents entitles the City Council to **reject the bid as non-responsive**, not issue a Notice to Proceed, and award the Contract to another Bidder.

- 22) Any bid protest must be submitted in writing to **City legal counsel, David M. Stanton of Goicoechea, Di Grazia, Coyle & Stanton, Ltd., 530 Idaho Street, Elko, Nevada 89801** before 5 p.m. of the FIFTH business day following bid award.
 - a. 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. The protest must refer to the specific portions of all documents which form the basis for the protest. The protest



must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders with a direct financial interest which may be adversely affected by the outcome of the protest and/or who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- b. The City and/or legal counsel for the City Council may conduct an investigation into the protest. The City Council will issue its discretionary decision on the protest at a regularly noticed meeting. If The City Council determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract award.
- c. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing any legal proceedings.
- d. One acceptable, but not required method of submission of the protest to David M. Stanton is by fax to 775-738-4220.
- e. A person filing a notice of protest may be required by the City at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in the State of Nevada or submit other security, in a form approved by the City, to the City who 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: (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (b) Two hundred fifty thousand dollars.
- f. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the City on the protest.
- g. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City has made a determination on the protest and awarded the contract.
- h. Neither the City, nor any authorized representative of the City, 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 to this section.

- i. If the protest is upheld, the bond posted or other security submitted with 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 in an amount equal to the expenses incurred by the City 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.
- 23) The City Council reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if the City Council believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is not responsible. The City Council also reserves the right to waive informalities not involving price, time or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.
 - 24) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
 - 25) In evaluating Bids, the City Council will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The City may conduct such investigations as the City Council deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.
 - 26) Bidders and their sub-contractors desiring to Bid on the work must be contractors and sub-contractors properly licensed, at the time of Bid opening, to perform all work bid under the Nevada State Contractors Law.
 - 27) If the contract is to be awarded, in accordance with NRS 338.1385(5), the award will be made to the lowest responsive and responsible Bidder. The lowest responsive and responsible Bidder must be judged on the basis of price, conformance to specifications, Bidders' qualifications including the Bidders' past performance in such matters, quality and utility of services, supplies, materials or equipment offered and their adaptability to the required purpose and in the best interest of the public, each of the factors being considered.
 - 28) The City must give preference to recycled products in accordance with NRS



- 332.065(2).
- 29) For contracts of \$250,000.00 or more, NRS 338.147 requires the City to award the contract to the contractor who submits the best Bid. For purposes of this sub-section the lowest bid that is:
- (a) Submitted by a contractor who:
- (1) Has been found to be a responsible and responsive contractor by the local government or its authorized representative; and
 - (2) At the time he submits his bid, has a valid certificate of eligibility to receive a preference in bidding on public works issued to the contractor by the State Contractors' Board pursuant to subsection 3 or 4; and
 - (3) At least 50% of the workers on the public work must have a Nevada driver's license or identification card; and
 - (4) All of the non-apportioned vehicles primarily used on the public work are registered in Nevada; and
 - (5) At least 50% of the design professionals who work on the public work have a Nevada driver's license or identification card; and
 - (6) At least 25% of the suppliers of the materials used in the public work are located in Nevada; and
 - (7) Certain payroll records related to the public work are maintained and available within the State of Nevada; and
- (b) Not more than 5 percent higher than the bid submitted by the lowest responsive and responsible bidder who does not have, at the time he submits the bid, a valid certificate of eligibility to receive a preference in bidding on public works issued to him by the State Contractors' Board,
- shall be deemed to be the best bid for the purposes of this section.
- 30) No Bids may be withdrawn within a period of sixty (60) calendar days from the opening date of the Bids, and then only in case Award of the Contract has not been made.
- 31) City telephones WILL NOT be available for any Bidder's use prior to Bid opening.
- 32) The City is a public agency under Nevada law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of NRS). Bidders are advised that once a Bid is received, its contents will become a public record subject to public inspection and copying.

33) Alternate Dispute Resolution:

General. All claims, disputes and other matters in question arising out of, or



relating to, the agreement or the breach of this agreement except for claims that have been waived by the making or acceptance of final payment as provided by the contract, shall comply with the provisions of NRS 338.150 regarding Alternate Dispute Resolution. Except where injunctive relief is sought, the parties agree that should a dispute arise between them with respect to the subject matter, interpretation, construction or claimed breach of this agreement that the dispute shall be submitted to not less than five (5) hours of good faith mediation as a precondition to commencement of litigation. Mediation shall occur in Elko, Nevada and the costs of a mediator and mediation shall be split equally by the parties.

Notice of Demand. Notice of demand for Alternate Dispute Resolution shall be filed in writing with the other party to the agreement and a copy shall be filed with Project Design Professional. The demand for Alternate Dispute Resolution shall be made within the period of time specified in the contract where applicable and in all other cases within 15 days after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Contractor to Continue With Work. Contractor will carry on the work and maintain the progress schedule during any Alternate Dispute Resolution proceedings, unless otherwise agreed by it and owner in writing.

- 34) **Construction Industry Required OSHA 10 Hour & 30 Hour Training & Certification:** All Contractor personnel on-site shall have current OSHA 10 & 30 hour Construction Industry Safety Training and Certification as required by State of Nevada and City of Elko requirements. The Contractor's personnel shall carry OSHA training proof of certification cards when on the jobsite. The Contractor shall submit a copy of the each worker's OSHA certification prior to commencement of work on the project.
- 35) **City furnished work:** Any unforeseen work may be completed by City forces unless otherwise approved by change order.
- 36) **City furnished products:** For this Project the Contractor shall provide all materials described in the Contract Documents and shown on the Project Construction Drawings.
- 37) **Progress Meetings:** All Progress Meetings will be held on a **weekly** basis as unless otherwise directed by the City's Observer as stated in the General Conditions. Attendance at all Progress Meetings is required.
- 38) **Contract Time:** The Contract Time as stated in Contract between City and General Contractor is **Ten (10) calendar days.**



- 39) **Construction Trailer:** There is no requirement for a construction trailer at the Work Site in the General Conditions and in Temporary Facilities (Section 01500 of the technical specifications). However, the Contractor shall provide a secure location fenced/removed from the general public to safely park and store the Contractor's equipment when not in use. See the Project General Conditions.
- 40) **Temporary Utilities:** Contractor shall provide, pay for all permits, charges and installation fees, and maintain, any and all utility services necessary to perform the work under this Contract.

END OF DOCUMENT



3.0 PUBLIC WORKS CONTRACT

(NEVADA REVISED STATUTES CHAPTER 338)

This Contract is made and entered into on this ___ day of _____, 20__ (hereinafter the “Effective Date”) between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the “Owner”) and:

which party is a

(name and describe individual and/or type of business entity, including state of formation or incorporation, where applicable) hereinafter “Contractor.”

RECITALS

WHEREAS, Owner intends to award a contract for the performance of a public works project known as the **CITY OF ELKO SEWER LINE PROJECT-2017** (hereinafter the “Project”);

WHEREAS, the Project is generally described as follows: The procurement and installation of equipment to provide a potable water air gap system.

WHEREAS, Contractor was selected to perform the Project in accordance with Chapter 338 of the Nevada Revised Statutes and to complete the work in accordance with the Contract Documents (defined below) (hereinafter the “Work”);

NOW, THEREFORE, for and in consideration of the above recitals and for good and valuable consideration as further described herein, the parties agree as follows:



ARTICLE ONE - DESCRIPTION OF WORK

Contractor shall perform all Work needed to complete the Project in accordance with this Contract and the documents attached hereto and incorporated herein as **Exhibits 1 through 18**, as follows:

- Exhibit 1** Bid Proposal from Contractor (including Schedule of Bid Items)
- Exhibit 2** Bid Proposal Guarantee (including Bid Bond, if applicable)
- Exhibit 3** Bidder Experience Qualifications
- Exhibit 4** Designation of Subcontractors with 1% & 5% Subcontractor Lists
- Exhibit 5** Affidavit of Non-Collusion
- Exhibit 6** Performance Bond
- Exhibit 7** Payment Bond
- Exhibit 8** Notice of Award
- Exhibit 9** Notice to Proceed
- Exhibit 10** Standard Specifications and Details for Public Works Construction (Orange Book) (version in effect at time of Contract execution) (see the following URL: <http://www.rtcwashoe.com/engineering-construction-99-156.html>) (hard copy not attached to Contract)
- Exhibit 11** General Provisions
- Exhibit 12** Special or Supplemental Provisions
- Exhibit 13** Technical Specifications
- Exhibit 14** Site Specific Safety Training
- Exhibit 15** Prevailing Wage Rates - Elko County or Davis-Bacon Wage Rates (depending upon applicable requirements)
- Exhibit 16** Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements
- Exhibit 17** Fringe Benefit Plan, Fund or Program Disbursement Information
- Exhibit 18** Drawings (including plans, maps, plats and blueprints)

This Contract and **Exhibits 1 through 18** are herein referred to collectively as the "Contract Documents." The Work shall include all items identified as Additive Alternates in the Notice of Award. Unless otherwise indicated in the Contract Documents, the Work shall not include design work, which Owner shall procure through a separate



contract or contracts with design professionals, nor shall the Work include work performed by Owner or items identified as Deductive Alternates in the Notice of Award.

In the event of an inconsistency between the terms of this Contract and any of the Contract Documents attached hereto as **Exhibits1 through 18**, the terms of this Contract shall prevail.

ARTICLE TWO - CONTRACT PRICE

Owner agrees to pay Contractor for the Work the total price of:

\$ _____

(hereinafter the “Contract Price”), which includes all labor, materials, and (where applicable) architectural and engineering plans necessary for the erection and completion of the Work as described in the Plans and Specifications and in accordance with the Contract Documents. Payment of the Contract Price is subject to approved additions or approved deductions in accordance with the provisions of this Contract.

ARTICLE THREE - STARTING AND COMPLETION DATES

Construction under this Contract shall begin no later than the date indicated on the “Notice to Proceed” to be issued by Owner after execution of this Contract. Subject to written extensions of time or delays authorized by Owner or stoppage of Work as permitted in this Contract, the Work shall be finally completed no later than **Ten (10) days** after the Commencement Date indicated on the Notice to Proceed document which will be issued by the Owner on or after the Effective Date (hereinafter the “Contract Time”). In the event the Work has not been completed in accordance with the terms of this Contract, including written extensions of time and stoppages of Work as permitted by this Contract, or in the event the Contractor abandons the Work, the Owner may contract with a third party for completion of the Work, in which event the Contractor shall pay to Owner the additional cost for the portion of the Work completed by the third party. The foregoing is in addition to any other remedies provided under this Contract.



ARTICLE FOUR - CONTRACT DOCUMENTS

The Contract Documents on which the Contract between Owner and Contractor is based and which contain the Plans and Specifications in accordance with which the Work is to be done are as follows:

- A. This Contract, with any supplementary contracts and conditions attached hereto which are signed by both parties;
- B. **Exhibits 1 through 18**, which have been incorporated by reference herein; and
- C. Written Work Change Orders properly issued.

The Contract Documents together form the contract for the Work herein described. The parties intend that the Contract Documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work, and all items and conditions of payment. The documents also include all work and procedures not expressly indicated therein necessary for proper execution of this Project.

ARTICLE FIVE - DUTIES AND AUTHORITY OF THE OWNER

The duties and authority of the Owner are as follows:

- A. General Administration of Contract. General administration of the contract to ensure compliance with design plans.
- B. Access to Work Site for Inspections. Owner, or Owner's agents, shall be given free access to the Work at all time during its preparation and progress.
- C. Payment and Acceptance of Work.



(1) Application for Progress Payment. As a prerequisite to Contractor's entitlement to a progress payment, Contractor shall first submit to Owner for review an Application for Progress Payment filled out and signed by Contractor covering the Work completed to that date, and accompanied by such supporting documentation as is required by the Contract documents. If payment is requested on the basis of materials and equipment not yet incorporated into the Work, but delivered and suitably stored at the site or at another location designated by Contractor, the Application for Progress Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens (to include lien waivers, if appropriate), charges, security interests and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interests therein, all of which will be satisfactory to Owner

(2) Progress Payments. Except as otherwise provided herein, Owner shall pay to Contractor the amount indicated on each Application for Progress Payment within thirty (30) days of the date it is submitted to the Owner. All Progress Payments are subject to the requirements of NRS 338.515 (Time for making payments; amounts paid; amounts withheld as retainage; rate of interest paid on amounts withheld; powers of Labor Commissioner when worker is owed wages), as amended.

(3) Payment Upon Final Completion. Payment of any outstanding balance shall be paid in accordance with NRS 338.520 upon occupancy, use or recording of notice of completion, less amounts previously paid for the Work or amounts which Owner is required to withhold by order of the Nevada Labor Commissioner pursuant to NRS 338.515. In the event any liens are filed on the Project, those sums shall be withheld from the final retention payment, until such liens are resolved and removed. Upon final acceptance of the completed Work, Owner may publish a Notice of Completion. Contractor acknowledges and agrees that "substantial completion" is not equivalent to final completion.

D. Work Performed by Owner. This Contract specifically allows Work to be performed by Owner. Contractor assumes no responsibility for work performed by Owner and Owner shall release and hold harmless Contractor for any deficiencies in such work, and shall indemnify and defend Contractor from and against any and all claims arising from or in any manner related to Work performed by Owner. Owner shall,



upon Contractor's request, identify in writing all work performed by Owner which is included within the scope of the Work and the Contract Price shall thereafter be reduced by the amount Contractor would have otherwise charged for the work pursuant to the Contract.

ARTICLE SIX - RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

A. Responsibility for and Supervision of Construction. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability, and give the Work all attention necessary for such proper supervision and direction.

B. Furnishing of Labor, Materials. Contractor shall provide and pay, if necessary, for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, transportation, and all other facilities and services necessary for the proper completion of Work on the project in accordance with the Contract Documents.

C. Compliance with Construction Laws and Regulations. The Contractor and any subcontractor or other person who provides labor, equipment, materials, supplies or services for the Work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing and registration requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

D. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on this project, for those of its subcontractors and their employees, and for those of all other persons doing Work under a contract with Contractor.



E. Materials Warranty. In addition to any other warranties set forth herein, Contractor represents and warrants to Owner that the materials used in the Work, and made a part of the structure on the Property or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties hereto that materials not so in conformity are defective.

F. Clean-up. Contractor agrees to remove all such waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its Work at the site, to conduct general clean-up operations.

G. Indemnity and Hold Harmless Contract. Contractor agrees to indemnify and hold harmless Owner, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the Work herein, which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Contractor's intentional or negligent act or omission. Owner agrees to indemnify and hold harmless Contractor, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein (to include work performed by Owner), which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Owner's intentional or negligent act or omission.

H. Safety Precautions and Programs. Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary for the reasonable safety of the Work. In this connection, Contractor shall take reasonable precautions for the safety of all Work employees and other persons whom the Work might affect, all labor and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations and orders.

I. Subcontractors. Contractor acknowledges that it has provided Owner with a list or lists of all subcontractors which Contractor shall use for the Work to be



performed herein in compliance with NRS 338.141(1)(b).

J. Payment of Materialmen. Contractor shall promptly pay all materialmen, subcontractors and other persons furnishing labor, material, goods or services to the Work, and shall indemnify and hold Owner harmless from any liens filed by such persons or entities including reasonable attorney fees and court costs incurred in connection herewith.

K. Sales Taxes. Contractor shall be responsible for the payment of all sales, use, gross receipts or other taxes related to Contractor’s Work under this Contract.

L. Worker’s Compensation. Contractor shall, at its sole cost and expense, be responsible for providing or assuring that worker’s compensation coverage is provided to or by, all persons or entities providing labor in connection with the Work as required under the laws of the State of Nevada.

M. Employee Benefits. Contractor shall be responsible at its sole cost and expense for payment of any or all employee benefits taxes, including but not limited to unemployment, social security, retirement, health, welfare or any other fringe benefit in connection with any Work performed by Contractor.

N. Fees, licenses and Permits. Except as otherwise provided in this Subsection N, Contractor shall be responsible for fees (to include inspection fees), licenses and permits required by a governmental entity, to include, without limitation, the City of Elko. Notwithstanding the foregoing, Owner shall pay for or waive the following fees and/or permits to the extent required for the performance of the Work:

1. _____
2. _____
3. _____
4. _____

O. No Assignment of Payments. Contractor shall not assign the right to receive any payments due under this Contract except with the prior written consent of the Owner.



P. Capacity of Contractor. Contractor has the financial capacity to pay all debts incurred in the performance of the Work, and possesses or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the Work within the Contract Time, to include the retention of appropriate subcontractors.

Q. Financial Capacity of Subcontractors. Contractor will ensure that all subcontractors it retains will have the financial capacity to pay all debts incurred in the performance of the portion of the Work for which they are subcontracted, and will possess or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the portion of the Work for which they are subcontracted within the Contract Time.

R. Licensing. Contractor is authorized to do business in the State of Nevada, is licensed for the type of work to be performed herein and holds Nevada Contractor's License

Number(s)

S. Site Inspection and Research. Contractor has visited the Property and has performed sufficient research necessary to familiarize itself with the Property and any special or local conditions, to include climate, topography and geographic location that have the potential to materially impact its ability to perform the Work within the Contract Time. Contractor has also reviewed all reasonably available reports (including geotechnical reports), test results, drilling logs and studies pertaining to subsurface conditions at the Property. Based upon the foregoing, Contractor has determined that it can perform the Work within the Contract Time.



ARTICLE SEVEN - INSURANCE

A. Contractor's Liability Insurance. Contractor agrees to keep in force at his own expense during the entire period of construction of the project such liability insurance as will protect it from claims, under worker's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this Contract, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limit for bodily injury on such insurance shall not be less than Two Million Dollars (\$2,000,000.00). Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this contract. Unless previously provided, proof of such insurance shall be filed by Contractor with Owner within five (5) days after execution of this contract.

B. Owner's Liability Insurance. Owner shall maintain premises liability in the amount of Two Million Dollars (\$2,000,000.00).

C. Property Damage Insurance. Contractor shall be solely responsible for any losses to his own equipment through fire, vandalism or other perils.

D. Fire and Perils Waiver. Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided herein.

ARTICLE EIGHT - CORRECTING WORK

When it appears to Contractor during the course of construction that any Work does not conform to the provision of the Contract Documents, Contractor shall make necessary corrections so that such Work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in Work supervised by Contractor or by a subcontractor.

ARTICLE NINE - CONTRACTOR'S WARRANTY

Contractor further represents and warrants that the Work will be performed in a



good and workmanlike manner, in conformance with the Contract Documents and free from any and all defects. For a period of one (1) year after final acceptance by the Owner or within such longer period as may be prescribed by law, Contractor shall, at its own expense, promptly repair, replace, rebuild or restore any portion of the Work that is determined by the Owner to be defective or not in conformance with the Contract Documents.

ARTICLE TEN - MANUFACTURER'S WARRANTIES

To the extent available to Contractor, Contractor shall deliver to Owner guarantees or warranties provided by the manufacturers of specific products utilized in the performance of the Work and installed or constructed on the Property.

ARTICLE ELEVEN - CHANGES IN THE WORK

A. Owner's Change Orders. Without invalidating the Contract, Owner may at any time, from time-to-time, order additions, deletions, or revisions in the Work that do not result in a material change to the scope of Work. These will only be authorized by written Change Orders. Change Orders are to be negotiated solely with Contractor or its authorized representative and not with subcontractors or materialmen. Upon receipt of a written Change Order, Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in ARTICLE TWELVE or ARTICLE THIRTEEN.

B. Owner's Field Orders. Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. If Contractor believes that any minor changes or alterations by Owner entitle it to an increase in the Contract Price, Contractor may suspend Work until the Owner and Contractor agree upon the increased price.

C. Unauthorized Additional Work. Additional Work performed by Contractor without authorization of a Change Order will not entitle Contractor to an increase in the



Contract Price or an extension of the Contract Time.

D. Execution of Change Orders. Owner will, upon approval, execute appropriate Change Orders prepared by Contractor covering changes in the Work to be performed and any other claim of Contractor for a change in the Contract Time or the Contract Price that is reasonable.

E. Writing Required. All Change Orders of whatever type or nature must be in writing and signed by an authorized representative of the Owner. Accordingly, wherever the context of this Contract indicates that Owner approval is required, such approval must be as described in this ARTICLE ELEVEN, E, herein.

F. Suspension of Work. Notwithstanding any other provision herein, Contractor may not suspend Work based on a written Change Order affecting price or adding time unless the change requested materially affects Contractor's ability to perform the remainder of the Work within the price or time frames of the original Contract.

G. No Material Changes to Scope. In no event shall a Change Order cause a material change to the scope of the Work.

ARTICLE TWELVE - CHANGE OF CONTRACT PRICE

A. Total Compensation. The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

B. Necessity of Change Order. The Contract Price may only be changed by a Change Order approved by the Owner and the Contractor. Any claim for an increase in the Contract Price shall be in writing and delivered to Owner. All claims for adjustments in the Contract Price resulting from any such claim shall be incorporated in a written Change Order. Subject to the limitations in ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the Change



Order changing the Contract Price.

C. Determination of Value of Change Order Work. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined by multiplying the applicable quantity by the unit price indicated in the Contract Documents (e.g., the unit price shown in the Orange Book), except as otherwise agreed between Owner and Contractor in a written Change Order. In such case, Contractor will submit an itemized cost breakdown together with supporting data.

D. Amount of Credit to Owner. The amount of credit to be allowed by Contractor to Owner for any such change that results in a net decrease in costs, will be determined by multiplying the applicable quantity by the unit price indicated in the Contract Documents (e.g., the unit price shown in the Orange Book), except as otherwise agreed between Owner and Contractor in a written Change Order. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

ARTICLE THIRTEEN - CHANGE OF THE CONTRACT TIME

A. Necessity of Change Order. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing delivered to Owner by Contractor within five (5) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be agreed upon in writing by the Owner and Contractor. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Subject to the limitations of ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the change in Contract Time.

B. Delays Beyond Contractor's Control. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if Contractor makes a claim for such extension(s) as provided in Section A of this ARTICLE THIRTEEN. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, flood, labor disputes,



epidemics, abnormal weather conditions, unanticipated site conditions or Acts of God, suspension of Work by Contractor resulting from Owner and Contractor failing to agree on Change Orders and work stoppage as set forth below in Section C, below. Notwithstanding all provisions herein to the contrary, delays beyond sixty (60) days, for any reason, permit the Owner to terminate this Contract on ten (10) days' prior written notice. In such instance, Owner shall be liable to Contractor for all Work performed to the date of termination.

ARTICLE FOURTEEN - NOTICES

Any and all notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, by facsimile or by e-mail, read receipt, as follows:

Contractor: Name: _____
 Attention: _____
 Address: _____

 Facsimile: _____
 E-Mail: _____

Owner: Name: **City of Elko**
 Attention: **Shanell Owen, City Clerk**
 Address: **1751 College Avenue,**
 Elko, Nevada 89801
 Facsimile: **775-777-7129**
 E-Mail: **sowen@elkocitynv.gov**

Such addresses may be changed by the party entitled to receive notice any time upon this notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.



ARTICLE FIFTEEN - EARLY TERMINATION FOR FAILURE TO REMEDY DEFAULT

A. Failure to Remedy Default; Early Termination. If Contractor defaults in performance of any material provision herein and Contractor fails to commence reasonable efforts to remedy such default after thirty (30) days' written notice from the Owner specifying the default, Owner may then terminate this Contract before the completion date hereof without prejudice to any other remedy Owner may have.

B. Cost to Complete Project to be Reimbursed. If Owner terminates the Contract due to a breach in the terms of the Contract by Contractor, and is thereby required to retain a different contractor to complete the Project, any related increase in the total cost of the Project will at Owner's sole discretion, be withheld from any retention held by Owner, obtained from the proceeds of any applicable bond(s) posted by the Contractor and/or reimbursed by the Contractor to the Owner immediately upon demand.

ARTICLE SIXTEEN - LIQUIDATED DAMAGES

A. Liquidated Damages for Failure to Timely Achieve Substantial Completion. It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **One Thousand Dollars (\$1,000.00)** for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents.

B. Interest. Interest shall accrue on all unpaid liquidated damages at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the



Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date of the liquidated damages accrue, plus 2 percent. The rate shall be adjusted accordingly on each January 1 and July 1 thereafter until the liquidated damages are paid in full.

C. Owner's Right of Offset. In the event there are sums due to Contractor from Owner subsequent to the date upon which liquidated damages begin to accrue, Owner may thereafter offset and deduct from such sums the amount of any liquidated damages then accrued and Contractor shall not thereafter be entitled to recover the difference from Owner.

D. Remedy not Exclusive. Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. Contractor shall pay liquidated damages to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein. Liquidated damages only represent damages for administrative costs, overhead and loss of public use caused by Contractor's delay. The imposition or recovery of liquidated damages by Owner shall in no manner affect Owner's ability to recover any other damages caused by Contractor's default to include, without limitation, the cost of completion.

ARTICLE SEVENTEEN - ADDITIONAL PROVISIONS

A. Integration. This Contract and the exhibits hereto constitute the entire contract between the parties with respect to the Work and supersede all prior agreements, offers and negotiations (to include, without limitation, the Invitation to Bid and Instructions to Bidders, unless otherwise specifically stated herein) and may not be amended except by a contract in writing signed by the parties.

B. Binding on Assigns and Successors. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs and assigns and successors.

C. Choice of Law; Jurisdiction and Venue. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of



Nevada, and in the event of a breach of this contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada. Irrespective of any statutory provision to the contrary, jurisdiction and venue for any action shall be in the Fourth Judicial District Court of the State of Nevada, in and for the County of Elko. The parties understand that statutory provisions may permit venue in locations other than the County of Elko; however, the parties hereby voluntarily waive any such statutory provisions.

D. Captions and Headings. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of the Contract.

E. Attorney Fees and Costs to Prevailing Party. Should either party be required to seek legal action to enforce or interpret the terms and conditions of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.

F. Ambiguities. Each party has reviewed this Contract with counsel; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Contract.

G. Unenforceability of Provisions. In the event that one or more of the provisions, or portions thereof, of the Contract is determined to be illegal and unenforceable, the remainder of the Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

H. Further Documents. Contractor and Owner agree to execute all documents necessary to complete the Contract described herein.

I. Waiver. Any waiver of one or more defaults or breach of any term of this Contract shall not be construed to constitute a waiver of future defaults or breaches of the terms of this Contract.

J. Signatures. The parties agree that this Contract may be executed by



electronic or facsimile signatures, which shall have the same effect as original signatures of the parties. Also, this Contract may be executed in counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the original. The signatories to this Contract are authorized to execute this instrument on behalf of the respective parties.

K. Mediation. The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between Contractor and Owner arising out of or relating to this Contract or the breach thereof, the Project, or the Work (“disputes”) shall first be submitted to negotiation. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. If after thirty (30) days from the date the dispute arose negotiations prove unsuccessful in whole or in part, any remaining disputes shall be submitted to a mediator and the mediation shall be performed expeditiously by a mediator located in Elko County, Nevada. In the event a mediator cannot be located in Elko County, Nevada, the parties agree to split the cost for a mediator to travel to Elko County, Nevada to mediate such claims.

Pending final resolution of any dispute, including mediation in accordance with this Section, Contractor shall proceed diligently with performance of the Work to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the progress of the Work generally and Owner shall continue to make payments to Contractor in accordance with this Agreement to the extent unrelated to the dispute. To the extent necessary in light of the circumstances, the Contract Time shall be extended by the period of time necessary to resolve any dispute. Such performance by Contractor and payment by Owner shall not operate to waive or estop either party from pursuing the claim which gave rise to the dispute.

If the mediation does not occur within ninety (90) days of such dispute, or if the mediation is conducted and all disputes are not therein resolved, then either party may file an action in the Fourth Judicial District Court, Elko, County, Nevada. All applicable statutes of limitations and the like shall be tolled while the requirements of this provision are pending, but only as to the disputes hereby submitted for negotiation or mediation.



L. Approval by City Council and Execution by City Official (s).
Notwithstanding any other provision herein contained, this Contract shall not be binding on the Owner until it has been approved by the City Council and executed by its authorized official(s).

***[Remainder of page intentionally left blank.
Signature Page Immediately Follows]***

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first hereinabove written.

OWNER:

CITY OF ELKO

By: _____
MAYOR

CONTRACTOR (Company Name) :

By: _____

Title: _____

ATTEST:



CITY OF ELKO
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(775) 777-7100 * www.elkocity.com

SHANELL OWEN, City Clerk



4.0 EXHIBITS

EXHIBIT 1- BID FORM

THIS FORM, FULLY COMPLETED, MUST BE USED FOR ALL BIDS

TO THE CITY OF ELKO, NEVADA:

The undersigned bidder hereby offers, in the amount stated in Exhibit 1 – Bid Form, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, incidental items and permits (except as otherwise stated in the Contract Documents) for the construction of the Project, described as follows:

**THE CITY OF ELKO
 SEWER LINE PROJECT-2017**

The bidder agrees that the work will be performed in accordance with the Contract Documents together with incidental items necessary to complete the work to be constructed in accordance with the Contract, any and all Exhibits to the Contract, Exhibit 13 – Technical Specifications, Exhibit 18 – Project Construction Plans and also in accordance with the "Standard Specifications and Details for Public Works Construction", 2016 Revised Edition, and amendments (Orange Book) as adopted by the City of Elko, Nevada.

| Item No. & Work Description | Quantity | Unit | Unit Price | Bid Amount |
|---|-----------------|-------------|-------------------|-------------------|
| 1.Mobilization/Demobilize | 1 | LS | | |
| 2.Preclean & TV 8-inch sewer main @ | 2,030 | LF | | |
| 3.Furnish and install 8-inch sewer main @ | 2,030 | LF | | |
| 4.Internally re-install sewer laterals as specified @ | 28 | EA | | |

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 4) IN NUMBERS =

\$ _____

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 4) IN WRITTEN FORM =



BASE BID INSTRUCTIONS: The Base Bid amount is to be stated in legible figures only and is the total amount bid for the entire contract work, including all applicable taxes. Any alteration, erasure or change must be clearly indicated and initialed by the bidder. The bidder agrees that the following, without limitation, constitute grounds for rejecting this bid as non-responsive: (1) one or more blanks are not filled in; (2) the bid form is not signed by an authorized representative of the bidder; (3) any words or figures are not legible; (4) there are discrepancies in the figures (to include arithmetical errors); (5) the bid is not submitted with a compliant bid bond; (6) the bidder supplies false information on this bid form; or (7) the bidder fails to provide information required by this bid form or Nevada law.

COMMUNICATIONS WITH CITY: All communications with the City regarding this Project until the time a contract is executed by the City shall be directed to the Office of the Elko City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

CERTIFICATION OF FAMILIARITY WITH PROJECT AND CONTRACT

REQUIREMENTS: The bidder certifies that it has inspected the location where the Project will be performed, has read and is thoroughly familiar with the Project and the Contract documents, and has received and thoroughly reviewed the following Addenda and/or other documents from the City in relation to this Project:

**BIDDER ACKNOWLEDGES RECEIPT OF THE ADDENDA
AND OTHER DOCUMENTS REFERENCED ABOVE!**

BID BOND: As a condition of the privilege to bid on this Project, the bidder shall submit with its bid a bid bond, executed by a surety company authorized to do business in the State of Nevada, in an amount equal to TEN PERCENT (10%) of the amount of the Base Bid plus all additive alternates. Should the bidder be awarded the contract and thereafter fail to enter into a written contract for the Project upon request by the City, the



bidder shall thereupon forfeit and the City shall retain the full amount of the bid bond, which shall be a penalty and not damages.

CONTRACTOR'S LICENSE: The bidder certifies that it holds a valid Nevada State Contractor's license, as follows:

LICENSE CLASSIFICATION: _____

LICENSE NUMBER: _____

CITY OF ELKO BUSINESS LICENSE: The bidder certifies that it holds a valid City of Elko Business License, as follows:

LICENSE TYPE: _____

LICENSE NUMBER: _____

RESOLUTION: If the bidder is a limited liability company or corporation, the bidder must include with its bid an appropriate resolution authorizing the signatory to this document to sign and submit this bid, and execute a contract for performance of the Project on behalf of the Limited Liability Company or Corporation.

EFFECT OF AWARD: An award constitutes conditional acceptance of a bid, subject to the City of Elko executing and delivering to the winning bidder a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids and perform the work itself, rebid the Project or not proceed with the Project.

WINNING BIDDER: The winning bidder will be determined accordance with Chapter 338 of the Nevada Revised Statutes. The City reserves the right, in its sole discretion, to waive minor technical defects or irregularities in bids provided the waiver does not give a competitive advantage to one bidder over another.

PROTEST RIGHTS: Under Nevada law, a person who bids on a public works contract may file a notice of protest regarding the awarding of the contract with the authorized representative designated by the public body within five (5) business days after the date the recommendation to award a contract is issued by the public body or its authorized representative. Bidders are advised to consult Nevada Revised Statutes 338.142 for



requirements applicable to protests of awards of public works contracts.

BIDDER INFORMATION AND SIGNATURE:

DATED this ____ day of _____, 20____.

NAME OF BIDDER: _____

TYPE OF ENTITY (e.g., partnership, corporation):_____

COMPLETE ADDRESS AS SHOWN ON THE OFFICIAL WEBSITE OF THE NEVADA STATE CONTRACTOR’S BOARD (THIS ADDRESS WILL BE USED FOR ALL WRITTEN CORRESPONDENCE WITH THE BIDDER UNLESS OTHERWISE AUTHORIZED BY THE CITY):

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

OFFICIAL TITLE OR CAPACITY: _____

*****End of Exhibit 1 – Bid Proposal Form Document *****



EXHIBIT 2 - BID PROPOSAL GUARANTEE
(To Accompany Bid Form)

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

_____, as PRINCIPAL,

and _____, as SURETY,

are hereby held and firmly bound unto the CITY OF ELKO, NEVADA, as OWNER in the penal sum of at least **ten (10%) percent** of the total amount of bid equal to:

(Written Form)

(Numbers) \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal is herewith submitting to the CITY OF ELKO, NEVADA, a certain Bid for the:

THE CITY OF ELKO
SEWER LINE PROJECT-2017

NOW, THEREFORE,

(a) If the Principal shall not withdraw said Bid within thirty (30) days after the opening of the same, or

(b) If said Bid shall be rejected, or in the alternate,

(c) If said Bid shall be accepted and the Principal shall within **twenty (20) calendar days** after receipt of Notice of Award, execute and deliver a contract in the form of Contract specified in the Contract Documents (properly completed in accordance with said Bid) and shall furnish a bond with good and sufficient surety or sureties for his faithful performance of said Contract, and for the payment of all persons performing labor or



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furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect and the Principal and Surety will pay unto the Owner the penal sum hereof; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does not hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this day of _____, 20____;

PRINCIPAL: _____

SURETY: _____

BY: _____

(SEAL)



EXHIBIT 3 - EXPERIENCE QUALIFICATIONS
(To Accompany Bid Form)

The Bidder has been engaged in the contracting business, under the present business name for 5 years.

The bidding contractor shall have previous experience in wastewater treatment/water reclamation facility construction. The contractor shall provide a minimum of five (5) references of previous project of similar type and complexity for wastewater treatment facility construction.

The bidding contractor shall provide a detailed resume for the superintendent that will be working on the project. The superintendent shall have a minimum of 5 years of experience working in the role of the superintendent on projects of similar type and complexity. The superintendent designated for this project shall not be removed from the project w/o approval from the City.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

| YEAR | CONTRACT AMOUNT | TYPE OF WORK | LOCATION & FOR WHOM PERFORMED | CONTACT NAME | PHONE # |
|-------------|------------------------|---------------------|--|---------------------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required:

Attach additional sheets if required.

SIGNED: _____

DATE: _____



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**THE CITY OF ELKO
SEWER LINE PROJECT-2017**

NEVADA STATE CONTRACTOR'S BOARD STATUS
(To Accompany Bid Form)

All Bids must include a printout from the Nevada State Contractor's Board internet website (<http://www.nscb.nv.gov>), dated no more than 90 calendar days prior to the date for receipt of Bids, showing that the Bidder has a Nevada Contractor's license in good standing, and that the license is of the type and the monetary limit is sufficiently high to permit the Bidder to perform the Work as a general contractor.



(To Accompany Bid)

State law requires that the prime contractor on this project submit a “5% List” with his or her bid. The 5% List must include the name of the prime contractor and the name of each first tier subcontractor who will provide labor or a portion of the work for which the prime contractor and (if applicable) the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor’s total bid.

A PRIME CONTRACTOR BIDDING ON A PUBLIC WORK MUST INCLUDE HIS OR HER NAME ON THE 5% LIST!

IMPORTANT: A BID WITHOUT A TIMELY, COMPLETE AND CORRECT 5% LIST THAT COMPLIES WITH NRS 338.141 WILL BE AUTOMATICALLY DEEMED NOT RESPONSIVE!

The 5% List must also contain a description of the labor or portion of the work which the prime contractor will perform and which each first tier subcontract will provide to the prime contractor. In order to help you complete the 5% List, the City is providing you with this form.

IMPORTANT: THE PRIME CONTRACTOR MUST BE INCLUDED ON THIS LIST OR THE BID WILL BE REJECTED!

| Name of Prime Contractor/First Tier Subcontractor(s) | Contractor’s License Number | Description of Labor or Work | Percentage of Work Done |
|--|-----------------------------|------------------------------|-------------------------|
| | | | |
| | | | |
| | | | |
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(Use additional sheets if necessary)



EXHIBIT 5 - AFFIDAVIT OF NON-COLLUSION

STATE OF _____)
)SS.
COUNTY OF _____)

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (Title), being duly sworn to depose and say:

That _____ (Name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signature: _____

Title: _____

Sworn to before me this _____ day of _____, 20__.

Signature: _____

Title: _____

(SEAL)



EXHIBIT 6 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF ELKO, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

_____ Dollars
(Written Form)

(Numbers) \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents for the faithful performance of a certain written Contract entered into between the Principal and the Owner, dated this _____ day of _____, 20____, a copy of which is incorporated herein by reference, and made a part hereof as if fully copied herein, for the construction of the **SEWER LINE PROJECT-2017**.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects, well, truly and faithfully perform such contract and the Principals, duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if their Principal shall save, indemnify and keep harmless the Owner against all loss, damages, claims, liabilities, judgments, costs and expenses which may accrue against the Owner in consequence of the awarding of said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and



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agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

PRINCIPAL SECRETARY: _____

(SEAL)

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____



BY: _____
ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)

WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



EXHIBIT 7 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF ELKO, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

_____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is incorporated hereby by reference, and made a part hereof as if fully copied herein for the construction of the **SEWER LINE PROJECT-2017**.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations supplying or furnishing labor or materials to the Principal, or to any of the Principals' subcontractors in the prosecution of the work provided for in said Contract, and any authorized extension or modification thereof, including but not limited to any amounts due for materials, supplies, lubricants, oil, gasoline, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by, to, or for Principal or subcontractor or subcontractors of the Principal, then this obligation shall be void; otherwise to remain in full force and effect.

The Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the owner may be compelled to pay as a result of non-payment for labor or material



furnished for the work embraced by said Contract.

The Principal and Surety hereby further agree that not only said Owner may sue on this bond, but that subject to the provisions hereinafter set out, any individual, firm, partnership, association or corporation, (hereinafter called claimant), who has performed labor or furnished materials to or for the Principal or its subcontractor or subcontractors in the prosecution of the work provided for in the Contract for which this bond is given, and who has not been paid in full before the expiration of ninety (90) days after the date on which the claimant performs the last of such labor or furnished the last of such materials for which the claimant claims payment, may bring an action on this bond in the claimant's own name to recover any amount due the claimant for such labor or materials, and may prosecute such action to final judgment and have execution on the judgment.

Provided, however, that any claimant who has a direct contractual relationship with any subcontractor of the Principal, but no contractual relationship, express or implied, with such Principal, may bring an action on this bond only:

- A. If the claimant has within thirty (30) days after furnishing the first of such materials or performing the first of such labor, served on the Principal a written notice which shall inform the Principal of the nature of the materials being furnished or to be furnished, or the labor performed or to be performed, and identifying the person contracting for such labor or materials and the site for the performance of such labor or furnishing such materials; and
- B. After giving written notice to such principal within ninety (90) days from the date on which the claimant performed the last of the labor or furnished the list of such materials for which the claimant claims payment.

Each written notice shall state with substantial accuracy the amount claimed and the name of the person for whom the work was performed or the material supplied, and shall be served by being sent by registered mail, postage prepaid, in an envelope addressed to such Principal at any place in which the Principal maintains an office or conducts business, or at the Principal's residence.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

(SEAL)

PRINCIPAL SECRETARY: _____

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____

BY: _____

ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)



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WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



EXHIBIT 8 - NOTICE OF AWARD

TO: _____ **DATE:** _____

_____ **PROJECT:** _____

YOU ARE HEREBY NOTIFIED that the City of Elko has accepted your bid for the above Project in the amount of \$ _____, which amount includes the Additive Alternates identified in this Notice of Award.

Within **TWENTY (20)** days of receipt this Notice of Award, you must complete, sign and deliver to the City of Elko: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the City of Elko will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the City of Elko to the full amount of the Bid Bond. The City of Elko will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the City of Elko executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project.

If indicated below, the scope of this Project is subject to the following Additive Alternates (attach additional sheets if necessary):



All communications with the City regarding this Project through the time a contract is executed by the City shall be directed to the Office of the Elko City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

DATED this ____ day of _____, 20____.

CITY OF ELKO

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged this __ day of _____
20____.

CONTRACTOR (BIDDER): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____



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EXHIBIT 9 - NOTICE TO PROCEED

To: _____

2017

DATE: _____
PROJECT: **SEWER LINE PROJECT-**

You are hereby notified to commence work in accordance with the Agreement dated the ____ day of _____, 20____, on or before the _____ day of _____, 20____, and you are to complete construction **Ten (10) calendar days** from the written notification to proceed.

Contractor: _____

By: _____
Authorized Company Representative

DATE: _____

Title: _____

Owner: CITY OF ELKO, NEVADA

By: _____

DATE: _____

Title: _____

RETURN SIGNED COPY TO:

City of Elko
Clerk's Office
1751 College Avenue
Elko, Nevada 89801

along with aforementioned document(s) requested.



CITY OF ELKO
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***EXHIBIT 10 - STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS
CONSTRUCTION (ORANGE BOOK), 2016 REVISED EDITION***

A hard copy of this document is not attached to the Contract. The complete document can be viewed at the following URL:

<http://www.rtcwashoe.com/engineering-construction-99-156.html>



EXHIBIT 11 - GENERAL PROVISIONS

PROJECT SPECIFICATIONS:

The "*STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION*", 2016 Revised Edition, (Orange Book) as amended by the City of Elko shall be the Project Specifications. All sections shall apply except as specifically deleted or modified by these Supplementary Conditions or the Technical Specifications. Wherever these specifications refer to the agency, this reference shall mean the CITY OF ELKO and wherever these specifications refer to the Engineer, this reference shall mean **the City or authorized representative**.

LAWS, RULES, REGULATIONS, HEALTH, SAFETY AND OSHA TRAINING REQUIREMENTS:

Laws, Rules and Regulations

All workmanship and materials shall comply with all applicable laws, codes, rules and regulations, and the Contractor shall comply with all safety regulations which are applicable to his work, and particular attention for applicability shall be given to the United States Department of Labor Occupational Safety and Health Administration (OSHA) Standards, and the regulations of the State of Nevada in which the job is located. The responsibility for complying with all such laws, codes, rules and regulations, and safety standards shall be the responsibility of the Contractor. If the City is fined for any Contractor violations, these costs will be fully reimbursed by the Contractor.

Safety

In accordance with all OSHA safety regulations (29 CFR Part 1910 - 1926 inclusive) and the City of Elko's Safety and Confined Space programs, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all personnel and property during the performance of the work: to include supplying their personnel with proper personnel protective equipment (PPE), first aid kit, fire extinguishers, confined space equipment and air monitors, underground metal utility detectors, tools, necessary equipment and materials. This requirement will apply continuously and not be limited to normal working hours on City of Elko property.

The City will require of all Contractors the 30-hour supervisor and 10-hour employee OSHA certification training in CFR 1926 Construction Safety and Health before the work begins. All Contractors shall be responsible for the required certified training on equipment, tools, confined space and safety training, PPE, etc. The Contractor will produce these training documents as requested by the City.

Health and Safety in Employment

All applicable provisions in NRS Chapter 618 shall be incorporated in the construction practices for all employees directly engaged in the completion of any City of Elko project(s).



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EXHIBIT 12 - SPECIAL OR SUPPLEMENTAL PROVISIONS



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EXHIBIT 13 - TECHNICAL SPECIFICATIONS



SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work covered by contract documents
- B. Work by Owner
- C. Work by others
- D. Contractor use of site and premises
- E. Work sequence
- F. Owner occupancy
- G. Partial Owner Occupancy
- H. Easements and right-of-way
- I. Fences
- J. Protection of public and private property
- K. Maintenance of traffic
- L. Barricades and lights
- M. Field Engineering
- N. Lines and grades
- O. Regulatory requirements
- P. Cutting and patching

1.2 WORK COVERED BY CONTRACT DOCUMENTS

The Work of this Contract consists of pre-cleaning, furnishing, and installing cured in place pipe (CIPP) liner and reinstating sewer laterals in the Lower Indian Reservation of Elko, NV. An aerial overview of the Project has been included following this section. Manholes are shown as red solid circles and the sewer main to be rehabilitated is shown as red lines. The Contractor shall be responsible for all bypass pumping and cleaning of the sewer lines prior to



installation. The Contractor shall televise and provide video to the City of all the completed sewer lines after CIPP installation.

There is a total of 2,030 LF of 8-inch CIPP and 28 of laterals to reinstall.

The length of the sewer main to be refurbished using CIPP has been overestimated. The Contractor shall only be paid for the actual length refurbished. The Contractor shall provide to the Engineer a detailed breakdown of CIPP installed broken down by Part #.

The number of laterals has been overestimated based on the number of parcels. The Contractor shall provide to the Engineer a diagram of the lateral locations (in feet) as measured from a known manhole at the conclusion of the project. The Contractor shall only be paid for the number of laterals actually reinstated.

- A. Furnish all materials, equipment, supplies, appurtenances; provide equipment and tools; and perform all necessary labor and supervision.
- B. Coordinate the progress of the Work including coordination between trades, subcontractors, suppliers, public utilities and Owner to insure the progress of Work
- C. It is the intent of this contract that Work proceed in the most expeditious manner possible
- D. Construct the Work under a unit price contract as indicated in the Bid Form

1.3 WORK BY OWNER

- A. Owner shall notify residents when sewer service will not be available due to the Work. Contractor shall coordinate with Owner regarding timing of the sewer service interruption.

1.4 WORK BY OTHERS

Not Used

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Coordinate use of premises under direction of Engineer
- B. Assume full responsibility for the protection and safekeeping of products stored on site under this Contract
- C. Move any stored products, under Contractor's control, which interfere with operations of the City of Elko



- D. Obtain and pay for the use of additional storage or work areas needed for operations
- 1.6 WORK SEQUENCE
- A. Sequences other than those specified will be considered by Engineer, provided they afford equivalent continuity of operations
- 1.7 OWNER OCCUPANCY
- Not Used
- 1.8 PARTIAL OWNER OCCUPANCY
- Not Used
- 1.9 EASEMENTS AND RIGHT-OF-WAY
- Not Used
- 1.10 FENCES
- Not Used
- 1.11 PROTECTION OF PUBLIC AND PRIVATE PROPERTY
- A. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by construction operations
 - B. Restore to their original condition, pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surface structures affected by construction operations together with sod and shrubs in yards and parkings, whether within or outside the easement
 - C. Use new materials for replacements
 - D. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, location or character, which may be caused by transporting equipment, materials, or personnel to or from the Work or any or site thereof, whether by him or his subcontractors
 - E. Make satisfactory and acceptable arrangements with the Owner of, or the agency or authority having jurisdiction over, any damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage



- F. Keep fire hydrants and water control valves free from obstruction and available for use at all times

1.12 MAINTENANCE OF TRAFFIC

- A. Conduct Work to interfere as little as possible with public and school district travel, whether vehicular or pedestrian:
 - 1. Whenever it is necessary to cross, close, or obstruct private roads, driveways and walks, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of private travel
 - 2. Give owners of private drives reasonable notice before interfering with them
 - 3. In making street or access road crossing, do not block more than one-half the street at a time:
 - a. Whenever possible, widen the shoulder on the opposite side to facilitate traffic flow
 - 4. Traffic Control Plan must be obtained from City of Elko Street Department prior to commencement
 - 5. CONTRACTOR shall be responsible for notifying residents, dispatch, Elko Sanitation, newspaper and radio of road work/closures.
- B. Detour:
 - 1. Provide, as required, bridges across trenches, barricades, guardrail approaches, lights, signals, signs, and other devices necessary for protection of the Work and public safety
 - 2. Where the authority having jurisdiction requires that traffic be maintained over any construction work in a public street, road, or highway, and traffic cannot be maintained on the original roadbed, or pavements, construct and maintain a detour around the Work

1.13 BARRICADES AND LIGHTS

- A. Protect streets, roads, highways, and other public thoroughfares which are closed to traffic by effective barricades with acceptable warning signs
- B. Locate barricades at the street intersecting public thoroughfare on each side of the blocked section
- C. Provide suitable barriers, signs, and lights to the extent required to adequately protect the public
- D. Provide similar warning signs and lights at obstructions such as material piles and equipment
- E. Illuminate barricades and obstructions with warning lights from sunset to sunrise



- F. Store materials and conduct work to cause the minimum obstruction to the Owner
- G. Install and maintain barricades, signs, lights, and other protective devices in conformity with applicable statutory requirements and, as required by the authority having jurisdiction

1.14 FIELD ENGINEERING

Not Used

1.15 LINES AND GRADES

Not Used

1.16 REGULATORY REQUIREMENTS

- A. Comply with all federal, state, and local laws, regulations, codes, and ordinances applicable to the Work
- B. References in the Contract Document to local codes shall mean the codes in effect in the City of Elko, Nevada
- C. Other standards and codes which apply to the Work are designated in the specifications

1.17 CUTTING AND PATCHING

Not Used

PART 2 PRODUCTS

Not Used

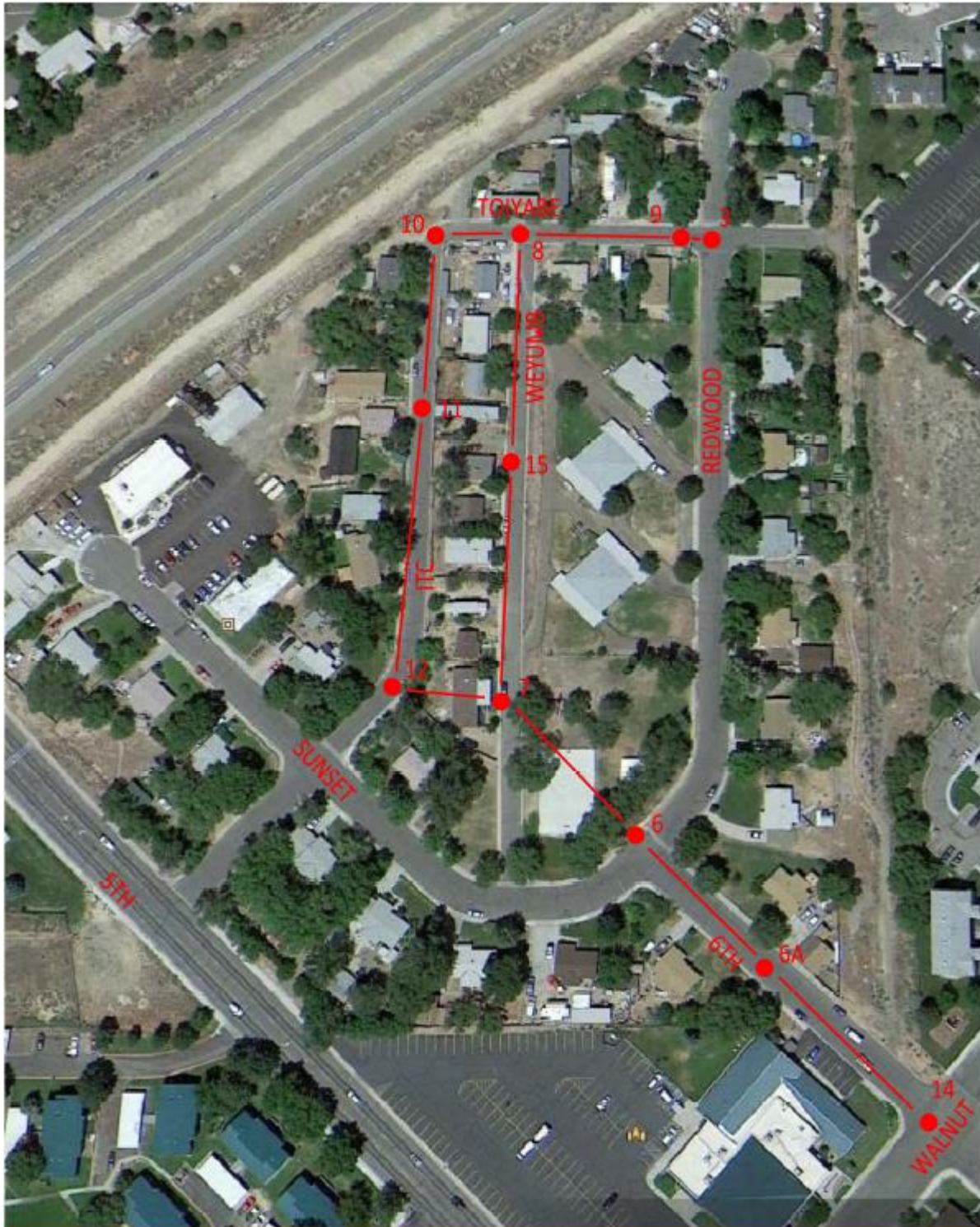
PART 3 EXECUTION

Not Used

END OF SECTION



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SECTION 02955

SANITARY SEWER REHABILITATION USING CURED-IN-PLACE PIPE (CIPP)

PART 1 GENERAL

1.1 SCOPE

- A. It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a cured-in-place pipe (CIPP) consisting of a thermosetting resin-impregnated flexible felt tube coated on one side with an impermeable plastic which is inverted into the original conduit by the use of a hydrostatic head or pressurized air. Curing is accomplished by circulating hot water or controlled steam throughout the length of the inverted tube to cure the resin into a hard, impermeable pipe with the plastic coating on the internal surface of the CIPP. The final product shall extend the entire length of the original pipe segment providing a continuous, tight-fitting and joint-less CIPP.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the specifications and Contract.
- B. This specification references ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe) and ASTM D790 (Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. Where conflicts exist between the referenced standard and this specification, this specification will govern.

1.3 PRODUCT AND CONTRACTOR QUALIFICATION REQUIREMENTS

- A. The provided product shall have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial long term track records will be approved. All Contractors must submit proof that they meet the below product and installer requirements of this section with their bid.

In order for products and contractors to be deemed commercially acceptable and approved for this project they must meet the following criteria:

1. For a Manufacturer's inversion liner Product to be considered commercially proven, a minimum of 1,000,000 linear feet or 4,000 manhole to manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Owner.



2. The Manufacturer of the inversion liner Product must operate under a quality management system that is third party certified to ISO 9001:2000 or other internationally recognized organization standards. Proof of certification shall be submitted with the Bidder's bid and required for approval.
3. Third Party Test Results for the sewer rehabilitation product resin system supporting the long-term performance and structural strength of the product shall be submitted for approval, and such data shall be satisfactory to the Owner. No product will be approved without independent third party testing verification.
4. For a Contractor to be approved by the Owner, the Contractor must satisfy all insurance, financial, and bonding requirements of the Owner, and must have successfully installed at least 500,000 linear feet of CIPP in wastewater collection systems in the United States.
5. For a Contractor to be approved by the Owner, the Contractor must submit with their bid correspondence from the Manufacturer stating that the Contractor is certified to install the Manufacturer's inversion liner Product.
6. Contractor's Qualifying Superintendent(s): the Contractor's Superintendent(s) designated for this project must have had at least 5 (five) years of continuous active experience in the commercial installation of CIPP. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and CIPP diameters), location of work, and reference contact information for each project listed.

1.4 SUBMITTALS

- A. The Contractor shall submit to the Owner or Owner's Engineer documentation which may include shop drawings, ASTM Standards, and manufacturer's data for the following items:
 1. Lining materials to be installed.
 2. Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications.
 3. Bypass plan layout.
 4. Safety plan.
 5. Design calculations for CIPP thickness of the liner system.
 6. Procedures for preparing CIPP samples and testing of physical properties.
 7. Pre-installation Inspection Reports.

The submittal items listed above shall be submitted by Contractor to the Owner or Owner's Engineer after Notice of Award and prior to beginning the work.



1.5 SAFETY

- A. The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

PART 2 MATERIALS

2.1 LINER TUBE

- A. The tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular shaped pipe sections.
- B. The wet-out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the calculated minimum design CIPP wall thickness.
- C. The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. In the event that undersized pipe is present, the liner tube shall be manufactured so that overlap folds or wrinkles do not occur. Allowances shall be made for circumferential stretching during inversion.
- D. The outside layer of the tube (before wet-out) shall be coated with an impermeable plastic coating. This coating shall be an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) process. This coating shall form the inner layer of the finished pipe.
- E. The tube shall be homogenous across the entire wall thickness containing no intermediate or encapsulated layers of any material. Additionally, no material shall be included in the tube that may cause delamination in the cured liner, and no dry or unsaturated layers shall be evident.
- F. The wall color of the interior liner surface after installation shall be a light reflective color so that a clear detailed inspection with closed-circuit television equipment may be conducted.
- G. The outside of the tube shall be marked for distance at regular intervals not to exceed 10 feet. Such markings shall include the Manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.
- H. The minimum length shall be that deemed necessary by the Contractor to effectively span the distance between manhole sections of the segment to be



lined unless otherwise specified. The Contractor is solely responsible for field verification of all pipe diameters and lengths prior to fabrication, wet-out and installation.

2.2 RESIN

- A. The resin system shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured with the tube composite meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP which will comply with the structural and chemical resistance requirements of this specification.
- B. The resin shall be shipped directly from the resin manufacturer's facility to the CIPP wet-out facility. The resin shall not be sent to any intermediate mixing facility.
- C. When requested by the Owner, the Contractor shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility to include the date of manufacture.

PART 3 CIPP PRODUCT

3.1 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.
- B. Long-term testing must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
- C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.



- D. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
- E. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

| <u>Property</u> | <u>Test Method</u> | <u>Cured Composite per ASTM F1216</u> | <u>Cured Composite Enhanced Resin</u> |
|-----------------------|--------------------|---------------------------------------|---------------------------------------|
| Modulus of Elasticity | ASTM D790 | 250,000 psi | 400,000 psi |
| Flexural Stress | ASTM D790 | 4,500 psi | 4,500 psi |

- F. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 3.1.E above or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

| | | |
|--|---|-------------------|
| Design Safety Factor (Typically used value) | = | 2.0 |
| Retention Factor for Long-Term Flexural Modulus to be used in Design | = | 50% - 75% |
| <i>(As determined by long-term tests described in Section 3.1.B and approved by the Owner)</i> | | |
| Ovality* (calculated from (X1.1 of ASTM F1216) | = | % |
| Enhancement Factor, K | = | See Section 3.1.C |
| Groundwater Depth (above invert of pipe) | = | N/A |
| Soil Depth (above crown of pipe) | = | 5-7 ft. |
| Soil Modulus (only required for fully deteriorated design conditions) | = | N/A |
| Soil density (only required for fully deteriorated design conditions) | = | N/A |
| Live Load (only required for fully deteriorated design conditions) | = | N/A |
| Design Condition (partially or fully deteriorated)* | = | * |



*Based on review of video logs, design conditions of pipeline can be fully or partially deteriorated (see ASTM F1216 Appendix). The Owner will be sole judge as to pipe conditions and parameters utilized in design.

- G. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

3.2 TESTING REQUIREMENTS

- A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
- B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- C. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 3.1.E have been achieved in previous field applications. Samples for this project shall be made and tested as described in Section 4.4.A.

PART 4 EXECUTION

4.1 INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- A. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights-of-access to these locations. If a street must be closed to traffic because of the orientation of the sewer, the Owner shall institute the actions necessary to provide access during this for the mutually agreed time period. The Owner shall also provide free access to water hydrants for cleaning, installation and other process related work items requiring water.
- B. Cleaning of Sewer Lines - The Contractor, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. When pulling water from a municipal source the Contractor must supply and utilize an approved backflow prevention device. The Owner shall also provide a dumpsite for all debris removed from the sewers during the cleaning operation.



Unless stated otherwise, it is assumed this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation. The Contractor must bag all debris first. Any hazardous waste material encountered during this project will be considered as a changed condition.

- C. Bypassing Sewage - The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow. The Owner may require a detail of the bypass plan to be submitted.
- D. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A DVD and suitable written log for each line section shall be produced for later reference by the Owner.
- E. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- F. Public Notification - The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. In the event that a connection will be out of service, the longest period of no service shall be 8 hours. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:
 - 1. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a telephone number of the Contractor they can call to discuss the project or any potential problems.
 - 2. Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.



- G. The Contractor shall be responsible for confirming the locations of all branch service lateral connections before beginning the installation of the CIPP.

4.2 INSTALLATION

- A. CIPP installation shall be in accordance with ASTM F1216, Section 7, with the following modifications:
 1. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.
 2. Tube insertion - The wet out tube shall be inverted into the pipeline as defined within relevant ASTM standards previously stipulated. The tube should be inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
 3. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.
 4. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

4.3 REINSTATEMENT OF BRANCH CONNECTIONS

- A. It is the intent of these specifications that branch connections to buildings be reopened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

4.4 INSPECTION

- A. CIPP samples shall be prepared for each installation designated by the owner/engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 5 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.



- B. Wall thickness of samples shall be determined in a manner consistent with 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in 3.1.F of this document.
- C. CIPP installation may be inspected visually if appropriate, or by closed-circuit television. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be accounted for and be unobstructed.

4.5 CLEAN-UP

- A. Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

4.6 PAYMENT

- A. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period



EXHIBIT 14 - SITE SPECIFIC TRAINING
CITY OF ELKO- WATER AND SEWER DEPARTMENT
(2/9/17)

Site Specific Training for: _____ Date: _____

Company/Individual's Name

By definition the Contractor is the City of Elko and the Subcontractor is any contractor hired by the City of Elko and/or directly hired by another Subcontractor to perform work for the City of Elko.

Laws, Rules and Regulations

All workmanship and materials shall comply with all applicable laws, codes, rules and regulations, and the Subcontractor shall comply with all safety regulations which are applicable to his work, and particular attention for applicability shall be given to the United States Department of Labor Occupational Safety and Health Administration (OSHA) Standards, and the regulations of the State of Nevada in which the job is located. The responsibility for complying with all such laws, codes, rules and regulations, and safety standards shall be the responsibility of the Subcontractor. If the Contractor is fined for any Subcontractor violations, these costs will be fully reimbursed by the Subcontractor.

Safety

In accordance with all OSHA safety regulations (29 CFR Part 1910 - 1926 inclusive) and the City of Elko's Safety and Confined Space programs, the Subcontractor shall be solely and completely responsible for conditions of the job site, including safety of all personnel and property during the performance of the work: to include supplying their personnel with proper personnel protective equipment (PPE), first aid kit, fire extinguishers, confine space equipment and air monitors, underground metal utility detectors, tools, necessary equipment and materials. This requirement will apply continuously and not be limited to normal working hours on City of Elko property.

The Contractor will require of all Subcontractors the 30-hour supervisor and 10-hour employee OSHA certification training in Construction Safety and Health before work begins. All Subcontractors shall be responsible for the required certified training on equipment, tools, confine space and safety training, PPE, etc. The Subcontractor will produce these training documents as requested by the Contractor.



Health and Safety in Employment

All applicable provisions in NRS Chapter 618 shall be incorporated in the construction practices for all employees directly engaged in the completion of any City of Elko project(s).

General

- Subcontractors shall not perform any excavation without first contacting USA DIG and with the approval of Water/Sewer Department staff. Sites to be excavated shall be reviewed with the utilities map and inspected using a metal detector to identify underground services. All excavating shall be done with at least one spotter supplied by the subcontractor utilizing a metal detector and shall stop immediately if underground services become damaged. The subcontractor shall be held liable for all costs associated with the repairs to the damaged utilities.
- Open excavations, holes, trenches etc. shall be barricaded off when not in use.
- All temporary services (electrical cords, hoses, etc.) shall be protected against vehicle traffic, pinch points, sharp edges and the weather.
- Only electrical extension cords with GFCI protection shall be used on the City property.
- Jobsite fire extinguishers with the proper service rating shall be supplied by the subcontractor and shall be fully charged.
- The Water/Sewer Department has one set of MSDS books which is accessible to subcontractors. This set is located in the Water Shop Break room.
- Contaminates may be present at Water Department or related areas (e.g. – sewage, chemicals, etc.). Wash your hands prior to eating, drinking, chewing, and smoking. Subcontractors are required to supply their personnel with a washing facility and toilet if prior arrangements are not approved by the Water Department management (see Restrooms below).
- Emergency eyewash stations and showers are located in the water shop located at 204 S 11th Street as well as in all wells which have chlorinating equipment installed.



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- Vehicle parking is limited. Subcontractors shall park as directed by Water personnel. Roadways, building accesses, stairways, dumpsters and emergency services shall not be blocked. Subcontractors maybe directed to park off property due to the needs of the Water Department.
- Call 911 for all medical emergencies. The Water Department physical address is 204 S. 11th Street.

- Water/Sewer staff emergency contacts:
 - Dale Johnson, Superintendent, office-775-777-7375, cell-775-388-3384
 - Dean Cernick, Asst. Superintendent, cell 775-388-1760
 - On-Call Operator, cellular- 775-397-0725

- The subcontractor shall verbally inform the contractor of any accidents and/or medical treatments resulting from an accident immediately followed by a detailed written report. This report will be reviewed by the contractor and subcontract to alleviate the problem and/or issue.

- Subcontractor shall be responsible for supplying trash receptacles or dumpsters for the jobsite unless prior approved arrangements have been agreed upon with Water/Sewer staff. Subcontractor shall have the dumpster emptied by the sanitation company or take the trash to the landfill. Trash receptacles and dumpsters shall not be allowed to be overfilled. Subcontractor shall clean up their worksite daily which includes picking up all loose trash around the jobsite. Do not leave trash outside the dumpster. Trash dumpsters shall be covered to prevent loose items from blowing out.

- Water Shop Dumpsters - Do not put metal, metal pipes, large bulk items, large pieces of wood or place any hazardous materials into Water Department dumpsters (e.g. – paint, solvent, chemicals, etc.). The sanitation company will not pick up dumpsters if they can not safely get to the dumpster. Water Department trash pick up is on Friday before noon.

- The subcontractor shall supply Water/Sewer personnel with MSDS sheets for all materials brought into the Water Shop area. All hazardous material wastes shall not be disposed of in Water Department dumpsters and will be the sole responsibility of the subcontractor to properly dispose of these waste materials at the cost of the subcontractor.

- The subcontractor shall be responsible to report all environmental spills to the Contractor and shall be responsible for all associated costs in the cleanup of spills.



- Water Department Restrooms - The subcontractor shall provide a portable toilet for two or more employees or as requested by Water Department. The only restroom facility for use is located in the maintenance shop. Clean up after yourself. Do not abuse this privilege. The shop lunchroom is not for use.
- Water/Sewer Department Equipment - Tools, supplies, materials, equipment, etc. are not for loan and/or use. Do not ask!!
- Emergency evacuation of the Water Department Shop: The evacuation areas will depend on wind direction. The primary evacuation site is outside of the main entrance to shop located on the east side of the building. The secondary evacuation site is the back exit, located southwest of the Water Shop.
 - A responsible person shall conduct a headcount to ensure that everyone has been properly evacuated and all personnel have been accounted for. No one will enter the evacuated area unless authorized.
 - Lockout/Tag Out and any system isolations shall be done by Water/Sewer personnel only. Subcontractors will verify all isolations and put their locks and tags on all Water Department lockouts. Note: Water Department locks and tags are always first on and last off. No exceptions!
- Water buildings and Well Houses will not to be utilized as tool and/or storage areas unless approved by Water Department staff.
- The storage of propane, gasoline and any other flammables must in accordance to OSHA standards and/or manufacturer's recommendations.
- Hot work and/or welding shall be discussed with Water Department staff prior to commencement of the work due to the possibility of sewer gases located near the sewer collection system. A fire watch and/or a fire extinguisher may be required depending on the hot work.
- Confined space permit required work shall be discussed with Water Department staff and conducted in accordance to all OSHA standards and regulations. The subcontractor shall have all necessary confined space equipment to safely perform the required work.
- Safe trenching practices are required in accordance with OSHA requirements and 29 CFR Part 1926



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Signature of Subcontractor Company Representative:

Name Date

Water/Sewer Site Specific Training Conducted by:

Name of Instructor Date



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EXHIBIT 15 - PREVAILING WAGE - RATES ELKO COUNTY WAGE RATES
(ATTACHED)

For Elko County & City of Elko Prevailing Wage Rates visit the
Nevada State Labor Commissioner's Web Site, or
www.laborcommissioner.com/prevailingwage_2015%20counties.html



EXHIBIT 16 - CERTIFICATION OF BIDDER REGARDING PENALTIES FOR NON-COMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work project as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body in behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - (a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
 - (b) Is not reported to the labor commissioner and the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the labor commissioner.

Name of Bidder

Name and Title of Authorized Representative

Signature

Date



EXHIBIT 17 - FRINGE BENEFIT PLAN, FUND OR PROGRAM DISBURSEMENT INFORMATION

CONTRACTOR: _____

CONTACT: _____

PHONE: _____

Classification _____

Paid per hour

Name, Address and Telephone Number of Fund Manager

\$ _____ Vacation

\$ _____ Health and Welfare

\$ _____ Pension

\$ _____ Apprentice/training

\$ _____ Other

Classification _____

Paid per hour

Name, Address and Telephone Number of Fund Manager

\$ _____ Vacation

\$ _____ Health and Welfare



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\$ _____ Pension

\$ _____ Apprentice/training

\$ _____ Other



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EXHIBIT 18 - DRAWINGS
(PROJECT CONSTRUCTION DRAWINGS)

No Project Drawings