

COUNTY OF NYE, STATE OF NEVADA

**BID NO. 2016-04
PWP #NY-2016-177**

Fox Avenue and Gamebird Road Intersection Paving Project in Pahrump,
Nevada

BID PACKAGE

Including:

**GENERAL INSTRUCTIONS TO CONTRACTORS
SPECIAL PROVISIONS/SPECIFICATIONS & PROPOSAL**

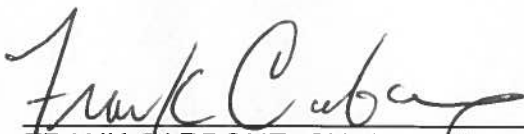
BID NO: 2016-04

LABOR COMMISSION #PWP-NY-2016-177

BIDS OPEN: 9:00 AM July 12, 2016

CONTRACT TERM: Thirty calendar days from Notice to Proceed

Approved:



FRANK CARBONE, CHAIRMAN
NYE COUNTY BOARD OF COMMISSIONERS

Date: _____

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1. GENERAL INSTRUCTIONS TO BIDDERS

1.1 RECEIPT AND OPENING OF BIDS

The Nye County Board of Commissioners, on behalf of the County of Nye, State of Nevada, (herein called the "COUNTY") invites bids for paving Fox Avenue and Gamebird Road Intersection Paving Project in Pahrump, Nevada. The Project consists of paving approximately 1,347 lineal feet of Fox Avenue, Gamebird Road to Dalton Street to a width of 38 feet including Gamebird Road and Dalton Street intersections, pre-cast box culverts with pedestrian handrails and a drainage section.

The bidder must include cost to comply with the requirements as stated in Section 2.11 "Description of Work."

Bids will be received by the COUNTY at the Nye County Finance Department, C/O Savannah Rucker, Contracts Manager 2101 E. Calvada Blvd., Suite 200, Pahrump, Nevada 89048 until 9:00 A.M. July 12, 2016. Bids received after the deadline will not be honored, regardless of when postmarked or sent. Bid opening will commence at 9:00 A.M. July 12, 2016, in the Nye County Finance Department, 2101 E. Calvada Blvd., Suite 200, Pahrump, Nevada 89048. Approval to Award may be made at the regularly scheduled meeting of the Nye County Board of Commissioners on July 19, 2016 in Pahrump, NV. Envelopes containing the bids must be sealed and addressed to the Nye County Finance Department, C/O Savannah Rucker, Contracts Manager 2101 E. Calvada Blvd., Suite 200, Pahrump, Nevada 89048, and labeled:

BID #2016-04/PWP #NY-2016-177 - FOX AVENUE AND GAMEBIRD ROAD INTERSECTION PAVING PROJECT – IN PAHRUMP, NEVADA

The COUNTY may, but need not, consider any bid not prepared and submitted in accordance with the provisions hereof and may, but need not, waive any informalities or errors in form. The COUNTY reserves the right to reject any and all bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or any authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 calendar days after the actual date of the opening thereof.

1.2 PREPARATION OF BID

All bid prices must be submitted in writing, in ink, or be typewritten, in both words and figures and completed according to the Schedule of Items and Prices. The bidder must submit a Contractor Qualification (a copy of which is included in this Bid Package) for the bidder and any subcontractor the bidder intends to use for the job. All required certifications must be fully executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If the bid is forwarded by mail, the sealed envelope must be addressed and labeled as noted above. No bids transmitted by facsimile will be considered. **One (1) original and two (2) copies of the bid must be included.**

1.3 METHOD OF BIDDING

The COUNTY requests bids include the price per unit in accordance with the Schedule of Items and Prices. The bidder's bid shall be totaled on the last page of the bidder's Proposal.

The COUNTY reserves the right to make modifications in specifications and/or conditions prior to bid opening, if deemed necessary, in which event, all bidders will be timely notified, and/or the time for bids extended.

Each bidder will submit with its bid the following:

- 1.3.1 The information requested on the forms entitled "Contractor Qualification", included in this bid package.
- 1.3.2 Data relating to the duration of time it has engaged in the type of work for which this Invitation to Bid is made.
- 1.3.3 References, with names, addresses and telephone numbers of entities to which the bidder has previously performed work similar to that sought by this Invitation to Bid.

Any other terms, costs, conditions or options that would affect bidder's bid and which have not been requested or specified in the bid package, must be noted and included in the submitted bid.

1.4 OBLIGATION OF BIDDER

At the time of the opening of the bids, each bidder will be presumed to have read and thoroughly familiarized him/herself with all of the bid package documents. Each bidder will be presumed to have visited and visually examined the condition and environment of the location of the work area. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

1.5 SUBCONTRACT

Contractor must include in his or her Proposal a separately completed "Contractor Qualification" for each person or company to whom the bidder proposes to award a subcontract for performance of the required duties. **No proposal shall be considered if the bidder fails to submit this form.**

1.6 QUALIFICATION OF CONTRACTOR

The COUNTY may make such investigations as it deems necessary to determine the ability of Contractor (and any designated subcontractors) to supply the materials and perform the work required. The contractor shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request.

The COUNTY reserves the right to reject any bid if the statement submitted by the Contractor, or any subsequent investigation of the Contractor fails to satisfy the COUNTY that such Contractor/subcontractor is qualified to carry out the obligation of the contract.

1.7 ACCEPTANCE

Upon acceptance of the bid, a final contract between COUNTY and the successful Contractor will be executed, the same to embody by reference the provisions of this Bid Package, except as otherwise negotiated.

2. SPECIAL PROVISIONS

2.1 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the Standard Specifications for Public Works Construction, Regional Transportation Commission of Washoe County (Orange Book) dated 2012 and the Standard Specifications for Road and Bridge Construction dated 2014, State of Nevada, Department of Transportation unless specifically indicated otherwise within this document including the attached Special Provisions herein.

In case of conflict between the Standard Specifications and the special provisions, the special provisions shall take precedence in lieu of such conflicting portions.

2.2 TERMS

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

- 2.2.1 Nye County Road Department for the Department of Transportation, or Road Department;
- 2.2.2 The Board of Commissioners for the Director of Transportation;
- 2.2.3 The County of Nye for the State where reference is made to the agency administering the Contract;
- 2.2.4 Nye County Comptroller for the State Treasurer where reference is made to Contract payments; and
- 2.2.5 Nye County Director of Public Works or his assign for Director, where reference to Director and/or Engineer is made.

2.3 PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.3.1 The Purchasing Department will furnish the prospective bidder with a proposal form.
- 2.3.2 The form of the bidder's bond, which must be provided by the Contractor, is attached hereto, following the signature page of the proposal annexed hereto.

2.4 AWARD AND EXECUTION OF CONTRACT

- 2.4.1 The award of the contract will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed.

- 2.4.2 Following award of the contract, a contract will be prepared, incorporating the Invitation to Bid and the Bid Package, and will be executed by the parties thereto.

2.5 BEGINNING OF WORK, TIME OF COMPLETION/LIQUIDATED DAMAGES

- 2.5.1 Contractor shall begin work within from one (1) to ten (10) business days after receiving "Notice to Proceed" for the work described in the bid package awarded to the Contractor, and shall diligently prosecute the same with all work completed within ninety (90) calendar days from the Notice to Proceed date.

- 2.5.2 Attention is directed to the provisions in Section 2.6 "TERMINATION".

Contractor shall complete all of the work described within thirty (30) calendar days of the Notice to Proceed date, unless an extension is provided in writing by County. Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to County in the amount of Five Hundred Dollars (\$500.00) for each working day beyond the deadline taken for completion, as provided herein.

All rights and remedies of the County are cumulative and not exclusive of any other rights or remedies that may be available to County, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provision set forth herein is County's exclusive remedy for Contractor's breach as specifically defined in Section 2.52. County may elect to withhold the liquidated damages from any payment to Contractor.

2.6 TERMINATION

- 2.6.1 The contract may be terminated for cause by the Board of Commissioners, upon the recommendation of the Director of Public Works. Cause shall include, but is not limited to, the following: testing requirements not met or failure to comply with any contract requirement.

- 2.6.2 Upon determination of cause by the Director of Public Works, written notice shall be given the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall cease work and meet with the Director of Public Works or his assign to determine corrective action. Corrective action will be agreed to in writing, and signed by both parties. In the event that no agreement is reached within ten (10) working days of notice, the Director of Public Works may recommend the termination of the contract to the Board of Commissioners. The Board of Commissions' decision shall be final.

County shall have the right, at any time to terminate the Contract, without cause, with thirty (30) days written notice. Upon termination of the Contract, other than for Cause, County shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in the Contract.

2.7 MATERIAL SPECIFICATIONS

2.7.1 AC30 Pavement

- Plant mix aggregate – Type 4, shall comply with the following specification:

<u>Sieve Sizes</u>	<u>Percentage by Weight Passing Sieve</u>
½ Inch	100
¾ Inch	85-100
No. 4	50-75
No. 16	20-45
No. 200	3-10

<u>Project Control Test</u>	<u>Test Method</u>	<u>Requirements</u>
Sieve Analysis	Nev. T206	Above
Sampling Aggregate	Nev. T200
Fractured Faces.....	Nev. T230	90 Percent Min.
Plasticity Index.....	Nev. T212	6 Percent Max.
Liquid Limit.....	Nev. T210	30 Percent Max.

<u>Source Requirement Tests</u>	<u>Test Method</u>	<u>Requirements</u>
Stripping Test.....	Nev. T209	Satisfactory
Stabilometer Value	Nev. T303	30 min.
Moisture Vapor Susceptibility (Stabilometer Value)	Nev. T312	30 Min.
Swell Test	Nev. T304	0.030" Max.
Percentage of Wear (500 Rev.).....	Nev. T233	45 Percent Max.

- Asphalt cement – AC30 (Shall comply with Section 703.03.02 Table II of the NDOT Standards)
- Rolling and Spreading (Shall comply with Sections 401 and 402 of the NDOT Standard)

2.7.2 Tack Coat and Fog Seal

2.7.2.1 Tack coat and fog seal shall be SS-1 and conform to Standard Specifications Section 201.00 "Bituminous Materials" Table VIII (Orange Book).

2.8 PAYMENT

- 2.8.1 Payments will be on a unit measure basis, as stipulated in the Schedule of Items and Unit Prices, at the accepted unit bid price and final measurements only.
- 2.8.2 Deletion of any work by the COUNTY shall be deemed non-compensable to the Contractor.
- 2.8.3 Include in the Unit Price overhead, profit and all incidental costs.

2.9 BONDS

- 2.9.1 A bid bond in an amount equal to ten percent (10%) of the total bid price must accompany the bid. The bond shall be on the form provided, or on a like form.
- 2.9.2 A performance bond in an amount equal to one hundred percent (100%) of the total contract amount must be provided by the Contractor.
 - 2.9.2.1 The bond must be furnished to COUNTY within eight (8) days, not including Sundays and legal holidays, after the successful bidder has received notice from the COUNTY that the contract has been awarded.
 - 2.9.2.2 The performance bond must guarantee the faithful performance by the Contractor of all the terms of the contract.
- 2.9.3 A materials and payment bond in an amount equal to one hundred percent (100%) of the total contract amount must be provided by the Contractor.
 - 2.9.3.1 The bond must be furnished to the COUNTY within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the COUNTY that the contract has been awarded.
 - 2.9.3.2 The payment bond shall guarantee Contractor's payment of all subcontractors and/or vendors for all labor, materials, provisions, supplies or items expended in fulfilling the contract.

2.10 SUBCONTRACTING

- 2.10.1 No subcontracting by Contractor shall be approved unless requested in writing to the Director, and approved in writing by the Director of Public Works.
- 2.10.2 In no case shall said subcontract reflect a change in bid price.

2.11 DESCRIPTION OF WORK

- 2.11.1 The Contractor shall pave (AC30) Fox Avenue, a total distance of approximately 1,347 lineal feet from the intersection of Gamebird Road to Dalton Street (with a road width of 38 feet) and two (2) intersection locations at Gamebird Road and Dalton Street per the bid documentation. The Contractor will furnish all the asphalt, vehicles, equipment, and tools and perform all the labor necessary for the paving work.
- 2.11.2 The paving will be performed in multiple lifts depending upon the thickness of pavement. Two (2) lifts will be required for the sections of 3.5 inches of pavement and three (3) lifts for the section of 6 inch of pavement, ensuring a continuous 1.5 inch wearing course that will be paved creating one continuous surface. Gamebird Road must remain open during paving activities. The total surface area to be paved is nominally 5,677 Sq-Yd. All road base preparation work for this project will be performed by the CONTRACTOR.

- 2.11.3 Prior to placement of asphalt concrete base and wearing course tack coats shall be furnished by the contractor and applied to all horizontal and vertical surfaces and between pavement layers in accordance with Standard Specifications Section 315.00 (Orange Book).
- 2.11.4 A fog seal shall be furnished by the contractor and applied to all new pavements in accordance with Standard Specifications Section 317.00 (Orange Book).
- 2.11.5 No direct payment will be made for tack coats and fog seal. Payment for tack coats and fog seal will be considered as included in the unit price bid for each of the pavement items or one for the 3.5 Inch and one for the 6 inch.
- 2.11.6 The Contractor will perform all necessary testing to assure the type and quality of the materials provided to the COUNTY.
- 2.11.7 The Contractor will provide men and equipment for sweeping and cleanup operations (daily) upon completion and before leaving the job site.
- 2.11.8 The Contractor will be required to obtain a Nye County Dust Control Permit for this Project, provide all needed water and best management practices.
- 2.11.9 The Contractor will be responsible for all traffic control for the duration of the paving project, with all traffic control plans provided in advance of the work for the Director of Public Works to review and approve. All traffic control shall be in conformance with the current Edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- 2.11.10 All project activities shall be performed during the hours of 6:00 am and 5:00 pm on a Monday thru Friday basis excluding County holidays. Any deviations from this schedule must be approved by the Public Works Director prior to being implemented.
- 2.11.11 A pre-construction meeting shall be held with representatives from Nye County Public Works and the Contractor prior to the start of the work.
- 2.11.12 All work must be completed within thirty (30) calendar days from the Notice to Proceed date.

3. PROPOSAL TO THE COUNTY OF NYE

**CONTRACT NO. 2016-04/PWP #NY-2016-177- FOX AVENUE AND GAMEBIRD ROAD
INTERSECTION PAVING PROJECT IN PAHRUMP, NEVADA**

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

NAME OF BIDDER _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

E MAIL ADDRESS _____

The work for which this proposal is submitted is for construction in accordance with the provisions of the Invitation to Bid and the Bid Package (including the special provisions and specifications), and also in accordance with the Standard Specifications for Public Works Construction, Regional Transportation Commission of Washoe County (Orange Book) dated 2012 and the Nevada Department of Transportation Standard Specifications dated 2001.

The bidder shall set forth the "Unit Price" for each "Unit", in clearly legible figures in the respective spaces provided in the "Schedule of Item and Prices" for this purpose. The amount set forth as the "Total Cost" shall be the extension of the "Unit Price" times the "Quantity" for the particular "Item No.", the sum of the "Total Cost" of all Items will be the "Total Price" for the complete Project or Work.

In case of discrepancy between the "Unit Price" (cost per unit of measure) and the total set forth for the "Total Cost", the "Unit Price" shall prevail, provided however, if the amount set forth as a "Unit Price" is ambiguous, unintelligible or uncertain for any cause and a contrary intention is not evident from the proposal and other contract documents upon which the bid is based, or if the bidder made no entry in the "Unit Price" column, or entered the same amount in the "Unit Price" and "Total Cost", then the amount set forth as the "Total Cost" for the number of units specified in the project shall prevail. When the amount set forth as the "Total Cost" prevails, it shall be divided by the "Quantity" in the corresponding "Item No.", and the price thus obtained shall be the "Unit Price".

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the sums required by this Invitation to Bid and Bid Package, with surety satisfactory to the County, within eight (8) calendar days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County that the contract has been awarded, the County may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null

and void and the forfeiture of such security accompanying the proposal shall operate and the same shall be the property of the COUNTY.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Invitation to Bid and the Bid Package; that he fully understands that the COUNTY shall have the sole right and discretion to accept any Parts of the Proposal; and the undersigned proposes, if this Proposal, is accepted by the COUNTY; that he will contract with the COUNTY to provide all the necessary machinery, tools, apparatus and other means of production, and to do all the work and furnish all the materials specified in the contract that will be awarded, in the manner, the time and cost therein prescribed, and according to the requirements of the Director as therein set forth, and that he will take, in full payment therefore, the following Schedule of Items and Prices, to-wit:

Schedule of Items and Prices

Fox Avenue and Gamebird Road Intersection Paving Project in Pahrump, Nevada

Item No.	Description of Work	Estimated Quantity	Unit	Unit Price	Total Cost
301.01	Remove Asphalt Pavement	618	SF	\$ _____	\$ _____
303.01	Roadway Excavation	1	LS	\$ _____	\$ _____
308.01	Type II Aggregate Base	1,469	CY	\$ _____	\$ _____
320.01	3.5" Paving – Gamebird Rd & Dalton St intersection and Fox Ave (sections) (2" base course & 1½" wear Course with tack coat & fog seal) (38' Wide)	4,878	SY	\$ _____	\$ _____
320.02	6" Paving – Fox Ave (4.5" base course & 1½" wear Course with tack coat & fog seal)	799	SY	\$ _____	\$ _____
502.01	NDOT 8-Foot x 3-Foot Reinforced Concrete Box Culvert	203	LF	\$ _____	\$ _____
502.02	NDOT Type 1 RCB Headwall	2	EA	\$ _____	\$ _____
502.03	Recycled Buried Portable Precast Concrete Barrier Rail	379	LF	\$ _____	\$ _____
506.01	NDOT Type R Pedestrian Rail	56	LF	\$ _____	\$ _____
610.01	RipRap Apron	302	CY	\$ _____	\$ _____
3	Traffic Control	1	LS	\$ _____	\$ _____
4	Material Testing/Quality Control	1	LS	\$ _____	\$ _____
5	Mobilization and Demobilization	1	LS	\$ _____	\$ _____
Addendums					
	Addendum # () to () inclusive				\$ _____
TOTAL PRICE (Sum of Items 1 to 5 inclusive plus Addendums)					
					\$ _____

The undersign hereby agrees and acknowledges that:

The Bidder has received Addendum # _____ to # _____ inclusive and the TOTAL BID PRICE for this Work is as follow:

\$ _____

CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____

E MAIL ADDRESS: _____

**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS
WHICH ARE A PART OF THIS PROPOSAL**

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Relations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should know that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certified to criminal prosecution.

CONTRACTOR QUALIFICATION – PART I

CONTRACTOR INFORMATION

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ FAX: _____

Vendor Payment Terms: _____

Federal Tax ID# _____

Business License # _____

Time Period _____ How Long in Business _____ *(if applicable)*

LIABILITY

Nevada State Contractors License #: _____

Contracting Limits: _____

Insurance Carrier: _____ Policy No: _____
(Attach Proof of Insurance)

REFERENCES

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

CONTRACTOR QUALIFICATION – PART II

Date: _____

CONTRACTOR INFORMATION

Company Name: _____

PERFORMANCE

Liquidation Damages and/or Disputes

List all projects in the last 2 years where liquidation damages were or may be assessed, where the substantial disputes or protests occurred, or are currently occurring. Explain in detail.

Have you ever failed to complete any work awarded to you? If yes, explain where and why.

Have you ever defaulted or been terminated on a contract? If yes, explain where and why.

EXPERIENCE

If you anticipate subcontracting work, under what conditions would subcontractors be used?

List subcontractors normally used.

Background and experience of the principal members of your organization who would be involved in contract work for Nye County.

Name	Title	Experience (Years)
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR QUALIFICATION – PART II

Date: _____

CONTRACTOR INFORMATION

Company Name: _____

COMPLIANCE

Have any charges been filed against you or your firm with the Equal Opportunity Commission or any similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations? If yes, explain in detail.

Have you had any violations/fines for environmental non-compliance? If yes, give details.

Have you had any violations/fines for OSHA non-compliance? If yes, give details.

BIDDER'S BOND

COUNTY OF NYE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the County of Nye, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County of Nye for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____.

Tonopah, Nevada on _____, 2016 for _____

(Copy here the exact description of work, including location, as it appears on the proposal.)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2016.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Principal

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

4. SAMPLE AGREEMENT

(For reference only, **Do Not** complete this Agreement)

BID #2016-04/PWP #NY-2016-177

CONTRACT

BETWEEN

THE COUNTY OF NYE

AND

XXXXX

Nevada Contractor's License # _____

Address

City, State, Zip

Telephone Number

This Contract, entered into this ___ day of _____, 2016, by and between **THE COUNTY OF NYE**, hereinafter referred to as "County", and XXXXX of XXX, County of _____ State of Nevada, hereinafter referred to as "Contractor."

WITNESSETH:

That the County and the Contractor, for the consideration hereinafter set forth, agree as follows:

ARTICLE I. SCOPE OF WORK

Contractor shall furnish all material and perform all work in a professional manner as set forth in the Contract Documents for Bid No. 2016-04/PWP #NY-2016-177.

Contractor further agrees to perform all extra work necessary in connection therewith and under the terms as stated in said Contract Documents; and at his (its or their) own proper cost and expense, to furnish all the bonds, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the project in accordance with the terms and conditions and prices stated in said Contract Documents.

ARTICLE 2. NOTICE TO PROCEED, TIME OF COMPLETION, TERMINATION AND MODIFICATION/LIQUIDATED DAMAGES

The Contractor shall not commence work, nor incur any expense therewith, before it is notified to proceed with the work. The work to be performed under this Contract shall commence within ten (10) business days of the commencement date set forth in the Notice to Proceed unless otherwise extended by written authorization by the Director of Public Works.

The following performance periods shall apply:

[A] The work, including any or all options and alternatives identified in Article 11, shall be substantially completed no later than ninety (90) calendar days from the Notice to Proceed date. Time is of the essence.

In determining substantial completion and/or final acceptance, the parties agree that the County's Director of Public Works shall be guided by principles of fairness and the efforts of the Contractor to comply with designated performance periods.

[B] TERMINATION

1. County shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar days written notice.
2. Upon termination of this Contract, other than for Cause, County shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in this Contract and all applicable documents which, by reference, are made a part hereto.

[C] MODIFICATION/CHANGE ORDER

1. This Contract may not be modified, amended, supplemented, or extended except by written document executed by the Contractor and Nye County Board of Commissioners.

[D] LIQUIDATED DAMAGES

1. Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to County in the amount of Five Hundred Dollars (\$500.00) for each working day beyond the deadline taken for completion, as provided herein. All rights and remedies of the County are cumulative and not exclusive of any other rights or remedies that may be available to County, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provision set forth herein is County's exclusive remedy for Contractor's breach as specifically defined in Section 1. [A]. County may elect to withhold the liquidated damages from any payment to Contractor.

ARTICLE 3. THE CONTRACT SUM

The County shall pay Contractor, _____ as full compensation for furnishing all materials and labor and doing all the work in strict accordance with relevant plans and specifications and to the satisfaction of the County, amounts as set forth in this Contract. The Contract sum total is to be paid based upon actual accepted quantities multiplied by the unit prices as specified in the Bid, unless otherwise stated in the drawings or specifications.

ARTICLE 4. PROGRESS PAYMENTS

The County shall make progress payments as follows: Partial payments will be made once each month, based upon progress estimates made by the Contractor and satisfactory to the County. The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. The County shall make said progress payment upon receipt, review and recommendation of the Director of Public Works to the Board of County Commissioners. Ten percent (10%) of the amount ascertained will be deducted and retained by the County until after the completion of the entire Contract in an acceptable manner. After fifty percent (50%) of the work has been completed in an acceptable manner, the County may, at its discretion, reduce the amount retained to no less than five percent (5%) of the value of the completed work.

No monies payable under this Contract may be assigned by Contractor except upon prior written consent of the County.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

As soon as practical following completion of the work, the Contractor shall make a written request to the County for final inspection and acceptance of the work. If, in the County's sole discretion, all provisions of the specifications and Contract have been satisfied, the County will cause a Notice of Completion to be filed with the County Recorder.

After forty (40) calendar days, immediately following the filing of the Notice of Completion, the remaining balance shall be paid, providing that:

- [A] Contractor has submitted evidence satisfactory to the County that all payrolls, bills for material, interest or retention and all other indebtedness connected with the work have been paid;
- [B] Contractor has submitted evidence satisfactory to County that all subcontractors, if any, have been paid; and
- [C] No claims, liens or outstanding debts have been filed against the work.

In the event that claims, liens or outstanding debts are filed against the work, County shall continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

ARTICLE 6. STATUS AS INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee, servant, agent or representative of County. Contractor shall provide product in accordance with this Contract and all applicable documents, and any subsequent written agreements defining the nature and scope of the Services. As an independent contractor, Contractor shall not participate in the employee benefits available to County's employees.

Neither compliance or non-compliance by Contractor and Contractor's employees, agents, and representatives with the terms and provisions of this Contract shall affect Contractor's status as an independent contractor or relieve Contractor of any of Contractor's duties, liabilities, or obligations under this Contract.

ARTICLE 7. FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

Any violation of such provision by Contractor shall constitute a material breach of Contract.

ARTICLE 8. PREVAILING WAGE

- A. Labor Law Requirements. The Contractor must strictly comply with all applicable provisions of the Nevada State Labor Laws, including, but not limited to, Title 28, Chapter 338 of Nevada Revised Statutes, as amended, and with applicable labor laws and regulations of the Federal Government.
- B. Prevailing Rate of Wages. The wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work specified in this Contract or upon any materials to be used therein shall not be less than the hourly minimum rate of wage as fixed by the Nevada State Labor Commissioner, which schedule of wage rates is annexed hereto and hereby made a part of this Contract. The Contractor shall forfeit, as a penalty to the County of Nye, the sum of \$10.00 for each workman employed for each calendar day or portion thereof that such workman is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under the Contractor.

Contractor shall submit a copy of Certified Payroll Reports to Nevada State Labor Commissioner and Nye County Public Works no later than 15 calendar days after the end of each month.

- C. Hours of Work. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or

a part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day, and not more than fifty-six (56) hours in any one week, except in cases of emergency where life or property is in imminent danger. In such emergency cases, the person required to work over eight hours per day or fifty-six hours per week shall be paid at least regular wages for all overtime.

This Contract may be canceled at the election of the County for any failure or refusal on the part of the Contractor or any subcontractor faithfully to perform the Contract according to the terms as to wages and hours as herein provided.

NOTE: NRS 338.080 (3) exempts any contract for a public work whose total cost is less than \$100,000 from prevailing wage requirements.

ARTICLE 9. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

A. Compensation Insurance. The Contractor shall procure and maintain, during the life of the Contract, Industrial Insurance as required by the Nevada Industrial Insurance Act, for all of his employees to be engaged in work at the site of the project under this Contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide such Industrial Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Industrial Insurance. In case any class of employees engaged in work on the project under this Contract is not protected under the Nevada Industrial Insurance Act, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

B. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Minimum limits for:

(1)	Personal injury or death	
	one person	\$1,000,000
	one occurrence	\$2,000,000
(2)	Property damage	
	one accident	\$1,000,000
	aggregate liability for loss	\$2,000,000
(3)	Vehicle liability	
	single person/accident	\$1,000,000/\$2,000,000

C. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or (2) insure the activities of each subcontractor in the amounts specified in subparagraph (b) hereof.

D. Scope of Insurance and Special Hazards. The insurance required under subparagraphs (b) and (c) hereof shall name the County and its officers, agents, Director of Public Works and employees as a co-insured and provide adequate protection for the County and its officers, agents, Director of Public Works and employees, and the Contractor and his subcontractors, respectively, against damage claims which may arise from Operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.

E. Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the County."

F. If the Contractor or any subcontractor fails to maintain the insurance required by this Contract, the County may obtain such insurance for the protection of the County, its officers, agents, Director of Public Works, and other employees, and deduct and retain the amount of the premiums for such insurance from any sums payable to the Contractor under this Contract.

G. Contractor agrees to defend, indemnify and hold harmless the County, its agents and employees from any and all claims, causes of action, liability, loss, costs, reasonable attorney's fees, or other expenses arising from the performance of this Contract by Contractor or Contractor's agents or employees whether caused by the negligence or willful misconduct of Contractor, his agents, employees or affiliates. Contractor hereby indemnifies and shall defend and hold harmless the County, its officials, employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitration, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury, death or property damage, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the County, its agents and employees to the fullest extent permitted by law.

ARTICLE 10. THE CONTRACT DOCUMENTS

The Contract Documents shall include the following:

1. The advertised Notice of Invitation to Bid No. 2016-04/PWP #NY-2016-177;
2. The Bid by the Contractor (The Contractor's Proposal);
3. This Contract;
4. The General Instructions to Contractors;
5. The Special Provisions;
6. The Specifications as set forth in the Special Provisions;
7. Any and all contract drawings, plans, maps, plat, blueprints and other drawings and printed or written explanatory or supplementary matter thereof, as may be set forth in said Contract Documents;
8. The Bid Bond, Performance Bond and Payment Bond;
9. All addenda issued by the Purchasing Department;
10. Contractor Qualification;
11. The Notice of Award;
12. Any amendments or addenda to all of the aforementioned documents; and
13. All provisions required by law to be incorporated in this Contract, whether actually incorporated or not;

ARTICLE 11. SELECTED ALTERNATES AND OPTIONS

The following options and alternates have been selected by the County and are herewith made part of the scope of work to be performed under this Contract;

Options: NA

Alternates: NA

ARTICLE 12. NO THIRD PARTY BENEFICIARY

This Contract and the rights and obligations arising there from are strictly for the benefit of the parties to this Contract. The parties agree that any benefit or detriment asserted by the third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit or detriment arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

ARTICLE 13. ASSIGNMENT AND SUBCONTRACTING

A. Assignment. Contractor shall not assign its rights nor delegate its duties hereunder without prior written consent of County. The County may condition such consent.

B. Subcontracting. Except as specifically detailed in the Contractor's Bid, Contractor shall not subcontract any part of the work hereunder without the prior written approval of County. The County may condition such consent.

ARTICLE 14. WAIVER

Failure by County or Contractor, at any time, to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

ARTICLE 15. GOVERNING LAW, VENUE AND COSTS

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

ARTICLE 16. ENTIRE AGREEMENT

The terms and provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, representations, undertakings or agreements between the parties hereto with respect to the subject matter hereof, whether oral or written.

ARTICLE 17. NOTICES

Any notice, proposal or objection relating to this Contract shall be in writing addressed to the parties as follows:

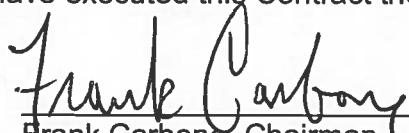
Savannah Rucker, Nye County Contract Manager
2101 E. Calvada Blvd, Suite 200
Pahrump, NV 89048

David Fanning, Director of Public Works
250 N. Hwy 160 #2
Pahrump, NV 89060

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

THE COUNTY OF NYE

By:



Frank Carbone, Chairman
BOARD OF COMMISSIONERS

OF NYE COUNTY

COMPANY

By: _____
CONTRACTOR

PRINT NAME

**BID NO. 2016-04
PWP #NY-2016-177**

FOX AVENUE AND GAMEBIRD ROAD INTERSECTION PAVING

BID PACKAGE SUPPORT DOCUMENTATION

File	Description	Sheets/Pages	File Date
1	Engineered Plans	15	25Feb16
2	Special Provisions	6	24Feb16
3			
4			
5			

**Fox Avenue Improvements
From Gamebird Road to Dalton Street
Bid # 2016-04**

PROJECT SPECIFICATIONS

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**Fox Avenue Improvements – Gamebird Road to Dalton Street
PROJECT SPECIFICATIONS**

SECTION 100–GENERAL

All general construction for this project shall refer to the applicable sections of the following guidelines:

1. Nye County's Guidelines for Design and Review of Development Engineering Submissions, 2005
2. Standard Specifications for Road and Bridge Construction, Nevada Department of Transportation, 2014
3. Standard Specifications for Public Works Construction, Regional Transportation Commission of Washoe County, 2012.

In the event of conflicting information provided by any of the references named above, the following rank order of resolution shall be enforced: 1) these Special Provisions, 2) Nye County Public Works Department, 3) Nye County's Guidelines for Design, 4) written direction from the County's Inspector.

SECTION 200–MATERIALS

All materials used in the construction of this project shall refer to the applicable sections of Nye County's Guidelines for design and Review of Development Engineering Submissions, 2005 and or the Standard Specifications for Public Works Construction, Regional Transportation Commission of Washoe County, 2012 and or the Standard Specifications for Road and Bridge Construction, NDOT, 2014.

CONSTRUCTION METHODS

4.1 **SECTION 300 – CLEARING AND GRUBBING**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications. There will be no direct payment for clearing and grubbing.

4.2 **SECTION 301 – REMOVALS**

Unless otherwise specified elsewhere in this Contract, or provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications. This work includes but is not limited to REMOVE ASPHALT PAVEMENT. Saw cutting and material disposal are incidental to pavement removal and will not be paid for directly.

4.3 **SECTION 302 – SUBGRADE PREPARATION**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications. There will be no direct payment for subgrade preparation.

4.4 **SECTION 303 – ROADWAY EXCAVATION**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications. This work includes ROADWAY EXCAVATION.

Limit of Work: Add the following text to Washoe county Standard Specifications Section 303.02
303.02.10 ROADWAY EXCAVATION. Roadway excavation shall consist of hauling, loading, and disposal of excess excavated material, all excavation involved in grading and construction of the roadway, reinforced concrete box culvert and other appurtenances, irrespective of the nature or type of material encountered. Dividing the project into stages shall not be construed as separate material classifications.

It is expected that roadway, trench, channel, structure, drainage and impoundment excavation will require removal of various types of material, including cemented soils and rock. The cost for the excavation of cemented soils and rock encountered shall be considered as included in the unit prices bid for pay items requiring excavation and no additional compensation will be allowed.

Basis of Payment: Add the following text to Washoe County Standard Specifications Section 303.04
The method for measurement and basis of payment will be at the unit price bid as indicated on the Schedule of Items and Prices and will be full compensation for all labor, materials, tools and equipment, incidentals for all work shown on plans, or as specified otherwise, and as directed by the engineer.

4.5 **SECTION 308 – AGGREGATE BASE COURSE**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications. This work includes TYPE II AGGREGATE BASE.

Basis of Payment: Add the following text to Washoe County Standard Specifications Section 308.04
The method for measurement and basis of payment will be as indicated on the Schedule of Items and Prices and will be full compensation for furnishing all material, hauling, placing, spreading, watering, mixing, compacting, and maintaining of the base material including the furnishing of all incidentals necessary to complete the work shown on the plans, or as specified otherwise, and as directed by the engineer.

4.6 **SECTION 315 – PRIME COAT**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications.

Bituminous Material: The first paragraph of this Section is deleted and the following inserted:
The type and grade of bituminous material will be MC-70 liquid asphalt as specified in the Contract.

Measurement of Quantities: The text in Section 315.04 is deleted and the following inserted:

Prime coat will not be measured for payment.

Basis of Payment: The text in Section 315.05 is deleted and the following inserted:

Prime coat will not be paid for directly but will be considered incidental to the plantmix surfacing.

4.7 SECTION 316 – TACK COAT

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications.

Measurement of Quantities: The text in Section 316.04 is deleted and the following inserted:

Tack coat will not be measured for payment.

Basis of Payment: The text in Section 316.05 is deleted and the following inserted:

Tack coat will not be paid for directly but will be considered incidental to the plantmix surfacing.

4.8 SECTION 317 – SEAL COAT

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications.

Measurement of Quantities: The text in Section 317.04 is deleted and the following inserted:

Seal coat will not be measured for payment.

Basis of Payment: The text in Section 317.05 is deleted and the following inserted:

Seal coat will not be paid for directly but will be considered incidental to the plantmix surfacing.

4.9 SECTION 320 – PLANTMIX BITUMINOUS PAVEMENT

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of NDOT Standard Specifications. This work includes but is not limited to all ASPHALT CONCRETE PAVEMENT (3.5-INCH) and ASPHALT CONCRETE PAVEMENT (6-INCH). Contractor shall obtain in writing from the Nye County Public Works Department full complete design guidelines regarding the desired plantmix bituminous pavement to be used for this project.

Method of Measurement: Only the first paragraph and next sentence of the text in NDOT Section 401.04.01 is deleted and the following inserted:

Measurement of all Plantmix Bituminous Pavement shall be made for the area described as the asphalt pavement surface only as measured from edge of pavement to edge of pavement, and shall be measured by quantity compacted in place.

Basis of Payment: The text in NDOT Section 402.05.01 is deleted and the following inserted:

The method for measurement and basis of payment will be as indicated on the Schedule of Items and Prices and will be full compensation for all labor, materials, tools and equipment, incidentals for all work shown on the plans, or as specified otherwise, and as directed by the engineer.

4.10 SECTION 324 – PAVEMENT STRIPING AND MARKINGS

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications. This work includes LIQUID PAVEMENT MARKING (POLYUREA) and REFLECTIVE/NON-REFLECTIVE PAVEMENT MARKERS.

Traffic Striping and Marking: The first paragraph of Section 324.13.02 is deleted and the following inserted:

The quantity of traffic striping, reflective and non-reflective markers, and symbols and legends shall be measured by one or more of the following methods: lineal footage or each item complete and in place.

4.11 SECTION 332 – PERMANENT SIGNS

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of Washoe County Standard Specifications. This work includes PERMANENT SIGN (GROUND MOUNTED).

Measurement of Quantities and Basis of Payment: Add the following text to Washoe County Standard Specifications Section 332.06:

The method for measurement and basis of payment will be as indicated on the Schedule of Items and Prices and will be full compensation for all labor, materials, tools, equipment, and incidentals for all work shown on the plans, or as specified otherwise, and as directed by the engineer.

4.12 **SECTION 502 (NDOT) – CONCRETE STRUCTURES**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of NDOT Standard Specifications. This work includes NDOT 8-FOOT X 3-FOOT REINFORCED CONCRETE BOX CULVERT, NDOT TYPE 1 RCB HEADWALL and RECYCLED BURIED PORTABLE PRECAST CONCRETE BARRIER RAIL.

Measurement of Quantities and Basis of Payment: Add the following text to NDOT Standard Specifications Section 502.04.01:

The method for measurement and basis of payment for NDOT 8-FOOT X 3-FOOT REINFORCED CONCRETE BOX CULVERT, NDOT TYPE 1 RCB HEADWALL and RECYCLED BURIED PORTABLE PRECAST CONCRETE BARRIER RAIL will be as indicated on the Schedule of Items and Prices and will be full compensation for all labor, materials, tools, equipment, and incidentals for all work shown on the plans, or as specified otherwise, and as directed by the engineer. Burying, pinning and grouting of PPCBR will not be paid for directly but will be considered incidental to the barrier rail item.

4.13 **SECTION 506 (NDOT) – STEEL STRUCTURES**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of NDOT Standard Specifications. This work includes NDOT TYPE R PEDESTRIAN RAIL.

Measurement of Quantities and Basis of Payment: Add the following text to NDOT Standard Specifications Section 506.04.01:

The method for measurement and basis of payment for NDOT TYPE R PEDESTRIAN RAIL will be as indicated on the Schedule of Items and Prices and will be full compensation for all labor, materials, tools, equipment, and incidentals for all work shown on the plans, or as specified otherwise, and as directed by the engineer. Mounting hardware, finish and painting will not be paid for directly but will be considered incidental to the Pedestrian Rail.

4.14 **SECTION 610 (NDOT) – RIPRAP APRON**

Unless otherwise provided by the construction plans or Nye County Design Standards, Contractor shall refer to applicable section of NDOT Standard Specifications. This work includes RIPRAP APRON.

Measurement of Quantities and Basis of Payment: Add the following text to NDOT Standard Specifications Section 610.04.01:

The method for measurement and basis of payment for RIPRAP APRON will be as indicated on the Schedule of Items and Prices and will be full compensation for all labor, materials, tools, equipment, and incidentals for all work shown on the plans, or as specified otherwise, and as directed by the engineer. Riprap Apron and Geotextile Fabric will not be paid for directly but will be considered incidental to the Riprap Apron.