

SPECIAL CONDITIONS

SC 1.0 GENERAL - SUMMARY OF WORK

SC 1.1 CONTRACT DESCRIPTION

- A. The "Project" of which the "Work" of this Contract is to be completed is titled "WRF OFF-SITE POWER " and is located in the City of North Las Vegas.
- B. The Contract bid amount for the bid items shall include full compensation for furnishing all materials; protection and restoration, if damaged, of all existing facilities and improvements required to remain in place; related items of work not otherwise provided for; and all labor, tools, equipment, incidentals, and transportation necessary to complete the work shown on the drawings, as specified herein, and as directed by the Construction Manager.
- C. SCOPE OF WORK:

The work generally involves installation of approximately 13,000 total linear feet of NV Energy electrical conduit duct banks and a total of 18 electrical manholes. The duct banks contain 6-inch in diameter conduits and the number of conduits per bank range from 3 to 6in each. The Project scope will consist of 3 Milestones. Milestone 1 will consist of approximately 4700 linear feet of NV Energy electrical concrete encased duct bank with 5 to 6 conduits and 8 electrical manholes. Milestone 1 South will start at the NV Energy stub out located approximately 350 feet east of the intersection of Nellis Boulevard and Carey Avenue and will continue to the east along Carey Avenue then continues to the east side of the intersection of Carey Avenue and Betty Lane. Here the duct bank will split, one will be capped and the other will continue north along the east side of the Betty Lane right-of-way along with an additional duct bank. These duct banks will then terminate approximately 275 feet north of the intersection of Carey Avenue and Betty Lane. After Milestone 1 South has been completed and accepted by NV Energy and the City of North Las Vegas, Milestone 1 North can be begin. Milestone 1 North is from the tie in point at the NV Energy stub out located approximately 235 feet south of the intersection of Cheyenne Avenue and Lincoln Road to the intersection of Lincoln Road and Alto Avenue. Milestone 1 North then continues east along Alto Avenue to the intersection of Alto Avenue and Lamb Boulevard, this section will also include the coordination of NV Energy On-Site Contractor Upgrades. This portion of the Project shall be completed within 100 consecutive calendar days from the date specified in the Notice to Proceed.

Approximately six months after the Notice to Proceed, Milestone 2 can begin. Milestone 2 will consist of approximately 5700 linear feet of NV Energy electrical concrete encased duct bank with number of conduits per bank ranging from 3 to 5 and 7 electrical manholes. Milestone 2 will tie into the duct bank from Milestone 1 North located at the intersection of Alto Avenue and Lamb Boulevard and continue east to approximately 100 feet west of the intersection of Alto Avenue and Nellis Boulevard, this section will also include the coordination of NV Energy On-Site Contractor Upgrades. This part of the project will have to be coordinated with an unknown contractor(s) who will be constructing the Southeast Interceptor project Phase I.

Milestone 3 will consist of approximately 2600 linear feet of NV Energy electrical

concrete encased duct bank with 3 conduits per bank and 3 electrical manholes. Milestone 3 will begin at approximately 200 feet west of the intersection of Alto Avenue and Nellis Boulevard continue east along Alto Avenue to the intersection of Alto Avenue and Betty lane and then finally south along Betty Lane the northern property line of the Water Reclamation Facility (WRF). The northern property line is located approximately 1340 feet south of the intersection of Alto Avenue and Betty Lane. This part of the project will have to be coordinated with an unknown contractor(s) who will be constructing the Southeast Interceptor project Phase II and CNLV Constructors II who are constructing the WRF Facility.

Note:

1. Two feet of CSLM (Controlled Low Strength Material) just below the asphalt may be encountered from intersection of Alto Avenue and Lamb Boulevard to the intersection of Alto Avenue and Nellis Boulevard.
2. NV Energy On-Site Contractor Upgrades is not part of the City of North Las Vegas bid proposal. This portion of project requires that the awarding Bidder will need to coordinate with NV Energy for payment.

BID ALTERNATIVE 1

This work will consist of approximately 470 linear feet of duct bank with a single 6-inch conduit. The beginning point of the work will be on the east side of the right-of-way on Betty Lane approximately 230 feet north of the intersection of Carey Avenue and Betty Lane. The duct bank will continue approximately 200 feet south along Betty Lane to the intersection of Betty Lane and Carey Avenue, then approximately 200 feet east along Carey Avenue, finally terminating approximately 90 feet north of the centerline of Carey Avenue.

BID ALTERNATIVE 2

This work will consist of approximately 1200 linear feet of duct bank with number of conduits ranging from 3 to 5 and 1 electrical manhole. The beginning point of the work is on the east side of the right-of-way on Betty Lane approximately 1340 feet north of the intersection of Carey Avenue and Betty Lane. The duct bank will continue south approximately 1000 linear feet along Betty Lane and will stub out north of the of the driveway entrance to the WRF. The duct bank will begin again on the south side of the of the WRF entrance driveway and will terminate approximately 230 feet north of the intersection of Carey Avenue and Betty Lane.

- D. Contractor to prepare a project schedule consistent with the requirements of General Conditions 3.8.

SC 2.0 DESCRIPTION OF BID ITEMS AND BASIS OF PAYMENT

SC 2.1 BID ITEM 104.1

TRAFFIC CONTROL

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment and services to comply with the City of North Las Vegas Traffic Control Requirements.

This item includes the furnishing and installation of all traffic control devices, temporary signs, barricades, temporary fencing, including secure storage areas(s), flagmen, jersey and/or Type II barricades around hazardous areas, preparing traffic control plans, payment for necessary permits, and all other necessary items to protect the public in accordance with approved submittals to the City of North Las Vegas. All barricading, construction signing and traffic delineation, and markings shall be in accordance with the latest approved Manual on Uniform Traffic Control Devices and Work Zone Traffic Control Handbook (MUTCD). It shall be the CONTRACTOR'S responsibility to see that all traffic control devices are maintained throughout the duration of the construction. Contact the City Traffic Engineer for the specific control requirements. If the improvements necessitate the obliteration, temporary removal or relocation of any existing control devices, markings or signage, it shall be maintained throughout the entire duration of the construction and it shall be restored to the satisfaction of the City Traffic Engineer.

The CONTRACTOR shall notify residents and businesses adjacent to the WORK of the pending construction activities 5 days and 24 hours prior to the start of construction on that particular street. Contractor shall submit the notice to the City for review prior to notice delivery.

Dust, dirt, mud, gravel, etc., carried onto the roadway surface shall be swept or cleaned off on a daily basis or as required by the City's representatives.

BASIS OF PAYMENT

Traffic Control partial payments shall be made as a lump sum.

Payment will be made under:

PAY ITEM	PAY UNIT
Traffic Control	Lump Sum

SC 2.2 BID ITEM 109.01

CONSTRUCTION CONFLICTS

This Bid Item is present in the Contract Documents to account for corrections, alterations, or modifications of the work that are not included in the Contract and are approved by the Construction Manager, and increase the amount of the work to be done.

Measurement for work under this item shall be based on actual quantities of a similar item, negotiated lump sum of the actual labor, material and equipment used to perform the work or on a Force Account basis. The method of payment shall be determined by the City. The Contractor shall notify the city of any conflict claim within 24 hours of the event that started the conflict. No work shall occur nor

payment shall be made without prior authorization of the City.

Payment for actual labor, materials and equipment shall be made as specified in Section 109.03 of the Uniform Standard Specifications. Equipment rental rates used for this contract shall be those contained in the "Rental Rate Blue Book for Construction Equipment" as published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, CA 95110, Volume 1. The hourly rate to be paid shall be the weekly Blue Book rate divided by forty (40) plus the estimated operating costs per hour shown therein.

No compensation shall be made to the Contractor for equipment repair or equipment maintenance.

The Contractor will pay for transportation of equipment to and from the job site.

The labor surcharge for this item as established by Uniform Standards Section 109.03 (a) (2) shall be a maximum of 25%.

The City has entered a budgeted amount for the Bidder in the Bid Item No. 109.01 "Construction Conflicts".

SC 2.3 BID ITEM 200.01

MOBILIZATION

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment, and services to complete preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site, for the establishment of all facilities necessary for the work on the project, as well as all other work and operations which must be performed, or costs incurred, not otherwise paid for prior to beginning work on the various items on the project site. Include insurance, bonds, temporary utilities, demobilization, and final clean-up.

BASIS OF PAYMENT

Mobilization partial payments shall be made as a lump sum.

Payment will be made under:

PAY ITEM	PAY UNIT
Mobilization	Lump Sum

SC 2.4 BID ITEM 202.01

REMOVAL OF ASPHALTIC CONCRETE AND CONCRETE SIDEWALK

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment and services to remove asphaltic concrete paving and concrete sidewalk.

This item includes sawcutting, removal, hauling, and disposal.

BASIS OF PAYMENT

Measurement of payment for work under this item shall be by the Square Yard.

Payment for all Work will be made at the Square Yard Unit rate for this item and will be measured by the Square Yard of material.

PAY ITEM	PAY UNIT
Removal of Asphaltic Concrete	Square Yard
Removal of Concrete Sidewalk	Square Yard

SC 2.5 BID ITEM 208.01

CLSM (CONTROLLED LOW STRENGTH MATERIAL) CLASS II

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment and services to place CLSM (Controlled Low Strength Material) Class II.

BASIS OF PAYMENT

Measurement of payment for work under this item shall be by the Cubic Yard. Payment for all Work will be made at the Cubic Yard Unit rate for this item and will be measured by the Cubic Yard of material.

PAY ITEM	PAY UNIT
CLSM (Controlled Low Strength Material) Class II	Cubic Yard

SC 2.7 BID ITEM 302.01

AGGREGATE BASE COURSES (NDOT PERMIT ONLY)

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment and services to install aggregate base courses as indicated in the contract documents.

BASIS OF PAYMENT

Measurement of payment for work under this item shall be by the Ton. Payment for all Work will be made at the Ton Unit rate for this item and will be measured by the Ton of material installed.

PAY ITEM	PAY UNIT
Type II (NDOT PERMIT ONLY)	Ton

SC 2.8 BID ITEM 402.01

PLANTMIX BITUMINOUS PAVING

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment and services to install bituminous paving as indicated in the contract documents.

This item includes prime coat, tack coat, laydown, and compaction.

BASIS OF PAYMENT

Measurement of payment for work under this item shall be by the Ton. Payment

for all Work will be made at the Ton Unit rate for this item and will be measured by the Ton of material installed.

PAY ITEM	PAY UNIT
Plantmix Bituminous Paving	Ton

SC 2.9 BID ITEM 613.01

CONCRETE SIDWALK

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment, and incidentals including type II sub-base to construct the required Concrete Sidewalk. All subgrade shall be watered and compacted to the required compaction of the adjacent roadway and as such will be included in the costs associated with the installation of the curb and no further payment will be made therefor.

BASIS OF PAYMENT

Measurement of payment for work under this item shall be on a per unit basis.

Payment will be made under:

PAY ITEM	PAY UNIT
Concrete Sidewalk	Square Yard

SC 2.10

BID ITEM 637.01

DUST CONTROL

DESCRIPTION OF BID ITEM

Furnish all labor, material, equipment, and incidentals to control the amount of air borne particles generated by the work on the project site in accordance with the contract plans and these specifications.

BASIS OF PAYMENT

Measurement of payment for work under this item shall be on a lump sum basis.

Payment will be made under:

PAY ITEM	PAY UNIT
Dust Control	Lump Sum

SC 2.11 BID ITEM 690.01

INSTALLATION OF NV ENERGY DUCT BANK

DESCRIPTION OF BID ITEM

Provide all labor, material, equipment, and incidentals to construct the NV Energy duct bank, manholes, conduit, Steel bends, etc using open cut methods, including but not limited to furnishings and installation of duct bank with conduit, excavation, shoring, dewatering, removal of all surplus and waste materials, all backfilling and backfill materials including CLSM, testing, temporary pavement, permanent

pavement, sidewalk replacement, roadway restriping, traffic marker replacement, driveway approach replacement, support of existing utilities, cleanup, and all appurtenant work not specifically described in any other item of this bid contract.

BASIS OF PAYMENT

Measurement of payment for work under this item shall be on a per unit basis.

Payment will be made under:

PAY ITEM	PAY UNIT
24" x 48" Trench (Standard NPC Trench) - Partial Rock	Linear Foot
24" x 12" Additional Trench Depth 5' to 8' - Partial Rock	Linear Foot
Concrete Encasement Low psi (150-300 psi)	Cubic Yard
Supply & Install 6" PVC Conduit	Linear Foot
Supply & Install 6" 45 Degree-48" Rad Steel bend	Each
Supply & Install 6" 90 Degree.-48" Rad Steel bend	Each
Manhole (RS-94)	Each
Mandrel Conduit (in existing)	Linear Foot
Install Mule Tape in Conduit (in existing)	Linear Foot

SC 3.0 TESTING

All initial testing for concrete, soils and asphalt/concrete pavement shall be at no expense to the City. When required by the Contract or the Construction Manager, the Contractor shall furnish certificates of tests of materials.

SC 4.0 CONSTRUCTION STAKES, LINES AND GRADES

The Contractor shall be responsible for all construction staking necessary to complete the Work in accordance with the drawings and specifications. The City Survey Division shall provide horizontal and vertical control points at suitable locations adjacent to the Work for the Contractor to utilize for construction staking. All construction staking and other survey work by the Contractor shall be under the supervision of a Nevada licensed Professional Land Surveyor.

SC 5.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

1. Drawings
2. Nevada Power Company Electric Service Requirements, 2008 Edition
3. Special Conditions (if applicable) Special Provisions
4. Permits
5. General Conditions
6. Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada. Volumes I and II.

7. Uniform Standard Specifications for Public Works, Construction Off-Site Improvements, Clark County Area, Nevada.

SC 6.0 SCHEDULE OF VALUES

A schedule of values is not required on this project.

SC 7.0 PROJECT SIGNS

Two Project signs shall be provided by the Contractor for placement near the limits of the Project. The Contractor shall erect said signs at locations as approved by the Construction Manager. The signs shall be erected at such time as construction activity is visible to the Public. The Contractor shall maintain said signs throughout the construction until final completion of the Contract, or as directed by the Construction Manager. The Contractor shall replace both signs when the Council members change at the Contractor's cost. The signs shall conform to the sign detail included at the end of these Special Conditions. When the Council members change the new sign detail will be provided by the Construction Manager.

The Contractor's cost for furnishing, installing and maintaining these signs shall be included in the lump sum bid item for Mobilization/Demobilization and will not be measured or paid for separately.

SC 8.0 PROJECT OFFICE

A project office is not required.

SC 9.0 TRAFFIC CONTROL

SC 9.1 MAINTENANCE OF TRAFFIC

The Contractor shall comply with all requirements contained in Section 104 and 625 of the Uniform Standard Specifications, the "Uniform Standard Drawings Clark County Area", the "Nevada Traffic Control Manual", "Manual on Uniform Traffic Control Devices", Clark County ordinances and these specifications.

SC 10.0 CONTROL OF WORK

SC 10.1 CONTRACTOR USE OF SITE AND PREMISES

The Contractor shall have complete access to site as shown on drawings. It is the Contractor's responsibility to obtain a staging area. Private property cannot be used without the express written permission of the property owner. Such written permission shall be presented to the Construction Manager and approved prior to occupying the private property.

SC 11.0 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SC 12.1 PERMITS, LICENSES, AND TAXES

See the attached permit matrix at the end of this section.

SC 12.2 GENERAL

1. The intent of this subsection is to furnish Bidders with the known list of required permits for the work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional permit requirements may arise.
2. The CITY does not guarantee completeness of the list. The absence of information does not relieve the Contractor of responsibility for determining and verifying the extent of permits required and obtaining permits.
3. The Contractor shall, prior to prosecution of this work, obtain and submit to the Construction Manager at least two (2) working days prior to the prosecution of the Work, one (1) copy of each permit necessarily procured for prosecution of the work where applicable. All other required permits not contained within these documents are the responsibility of the Contractor. The Contractor shall comply with all conditions of each permit.
4. The Contractor shall submit to the Construction Manager at the pre-construction meeting, a complete list of all permits that the Contractor will obtain for prosecution of the work. The Contractor's list of permits shall specify the agency or utility required to grant the permit, the expected date of submission for the permit, and the required date for receipt of the permit.
5. The Contractor shall include in the bid the cost of obtaining all necessary permits, including application fees and other costs, and the costs of complying with the conditions of all permits. Please note that all City of North Las Vegas permits are no fee permits.
6. The Contractor shall bear all costs of inspection required by the agency or utility from which the permit was obtained whether the permit be obtained by the Contractor or the CITY as well as all costs relating to traffic control or safeguarding of persons or property required by said agency or utility.
7. The work outlined in this section and the permits named below shall be considered incidental to other items of work and no extra payment will be made therefore.

SC 13.0 CIVIL ENGINEER

NOTE: THE ENGINEER'S APPROVAL AND SUBSEQUENT SEAL IS LIMITED TO THE PORTIONS OF THESE BID DOCUMENTS AS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF THE ENGINEER.