



# Department of Administrative Services

## Purchasing and Contracts

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Sabra Smith Newby, Chief Administrative Officer  
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CLARK COUNTY, NEVADA  
BID NO. 603347-14

ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

June 19, 2014

### ADDENDUM NO. 3

#### INVITATION TO BID

1. The Bid Opening date of **June 27, 2014 at 3:00:00 p.m.** remains the same.

#### TECHNICAL SPECIFICATIONS

2. **Delete** Pages IV-1 through IV-7 in their entirety and **replace** with the attached Pages IV-1 through IV-7.

Except as modified herein, and in Addendum 1 and 2, all other bid specifications, terms, conditions, and special provisions shall remain the same.

ISSUED BY:

THOMAS E. BOLDT, C.P.M.  
Senior Purchasing Analyst

Attachment(s): Section IV – Technical Specifications, pages IV-1 through IV-7

cc: Allen Pavelka, P.E., Public Works  
Angelo Santovito, Public Works  
Don Ficklin, Public Works

# IV - TECHNICAL SPECIFICATIONS

BID NO. 603347-14

## ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

Revised per addendum 3

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Name of Firm

### PART 1 – GENERAL

#### 1.1 DEFINITIONS

- A. PROJECT ADMINISTRATOR - (PA) shall be the designated Owner representative who will be the Contractor's contact person on all matters of responsibility pertaining to execution of this contract. All correspondence shall be via email or in writing to the PA.

#### 1.2 SCOPE OF WORK

- A. The Contractor shall furnish any and all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents and the terms of the contract, including, but not limited to the following:
1. Dirt Channels and Access Roads: Remove all trash, debris, deceased animals, animal and human feces, household items, construction debris, shopping carts. Vegetation (weeds, trees, grass, and tumbleweeds) are to be removed excluding the channel bottom and sides. Tires are to be disposed of properly. Sweep all paved access roads by mechanical or manual means. The location to be cleaned, as described above, is from fence to fence which includes the access roads, dirt areas and channel.
  2. Concrete Channels and Access Roads: Remove all trash, debris, deceased animals, animal and human feces, household items, construction debris, shopping carts, and vegetation (weeds, trees, grass tumbleweeds), rock, sediment, and silt. Tires are to be disposed of properly. Sweep all paved access roads by mechanical or manual means. Algae is to be scraped or swept. The location to be cleaned, as described above, is from fence to fence which includes the access roads, dirt areas and channel.
  3. Detention Basin Floor: Remove all trash, debris, deceased animals, animal and human feces, household items, construction debris, shopping carts, and tumbleweeds. Tires are to be disposed properly. No other vegetation is requiring removal unless additional work requested and funded. The location to be cleaned, as described above, is within the fenced or disturbed area.
  4. Detention Basin Embankments, Native Slopes and Inlet/Outlet Dirt Swales: Trash, debris, deceased animals, animal and human feces, household items, construction debris, shopping carts, and vegetation (weeds, trees, grass, and tumbleweeds). Tires are to be disposed of properly. No equipment is to be used on slopes or embankments. Embankments and slopes are to be cleaned of all vegetation. No equipment is to be used on slopes or embankments. The location to be cleaned, as described above, is within the fenced or disturbed area.
  5. Detention Basin Inlet and Outlet Structures (Trash Racks), Labyrinths and Spillways, and Concrete Low Flows Channels: Remove all trash, debris, deceased animals, animal and human feces, shopping carts, mattresses, and tumbleweeds, rock, sediment and silt. Algae is to be scraped or swept by the contractor. The location to be cleaned, as described above, is within the structures.
  6. Note: Vehicles, boats or anything that has a VIN, vehicle identification number, and/or is required to have a license plate; contact is to be made with the County before removal. In the event of flooding where the material deposited is greater than normal maintenance of more than thirty (30) cubic yards of in a continuous one hundred (100) yard length of channel, the County at its discretions may request the contractor to submit a proposal for addition pay for work. No work is to be started without prior written approval.
  7. Report missing nuts & bolts (locks) on channel access roads in the weekly report to Clark County. Locks to be replaced by the County at its discretion.
  8. Traffic Control as required and specified herein.

The above stated work shall be included and incidental to each Bid Line Item. No additional payments will be made for any of the above work items.

- B. Note: The County reserves the right to perform work, as it deems necessary within the flood control facilities identified in the contract. Contractor shall coordinate with the County to facilitate working through the area.

- C. All damage to the existing facilities caused by the actions or inactions by the Contractor or their employees or agents shall be repaired or replaced at the Contractor's expense.
- D. It is the responsibility of the Contractor to clean the flood control facilities identified on Exhibit A of all trash, debris, rock & sediment in concrete lined channels, vegetation, animal and human feces, and all other obstructions once per month. In addition, failure to comply with the work tasks outlined in this scope of work will result in a penalty in the amount of \$500.00 for each additional day that the Contractor fails to respond within three (3) days of receipt of notice. The Contractor is to ensure that there is adequate staff and equipment available to complete the tasks identified in this Contract. Failure to complete the tasks required by the Contract may result in removal of the Contractor.

### 1.3 QUALITY ASSURANCE

- A. Contractor Qualifications for maintenance work on this Contract are required and shall include but are not limited to the following:
  - 1. Contractor shall have a current State of Nevada Contractor's License appropriate for the work in this Contract, a current Clark County Business License and appropriate driver's license(s) for any and all employees operating vehicles and equipment and any special licenses or certificates required by agencies with jurisdiction over the project.
  - 2. Contractor shall have had a Contractor's license for a minimum of three (3) years of similar experience.
  - 3. The Contractor shall ensure that a qualified, fluent English-speaking foreman supervises the maintenance personnel at each work location and is available by phone during normal work hours.
  - 4. The Contractor shall notify the County of any problem areas or structural deficiencies that they may consider an issue, such as cracks in channels, pipe, detention basin, boxes, damaged fence and gates, graffiti, etc... These will be discussed at the Preconstruction Meeting. The Contractor shall use a GPS enabled digital camera/phone and submit digital JPEG files. Any JPEG files shall include Date, Time, and GPS location.
  - 5. Certain areas of this contract are "Confined Space" and require proper certification. Training for all employees working on this project is to be provided and paid for by the Contractor as part of the Contract price.

### 1.4 SUBMITTALS

- A. Within two (2) weeks after bid opening, upon the request of the County Purchasing Department, the Contractor shall provide the following information.
  - 1. Submit qualifications for on-site foreman supervisors.
- B. The Contractor shall submit a work schedule for the project to the County within ten (10) calendar days after the effective date of this contract for approval by the County. The work schedule shall be based on the annual calendar identifying all the required tasks and their frequencies. The schedule shall also include days and times of performance of each task. Include the title and number of personnel and the equipment that will be on site for each task.
  - 1. The Contractor shall submit a revised schedule each month or when a work task(s) differs from the current schedule. Schedule revisions shall be submitted a minimum of seven (7) calendar days prior to the scheduled time for the work.
- C. Submittal of a Weekly Report of locations worked for the previous week shall be provided to the County no later than Monday. If the submittal day is a legal holiday, submit the report the next business day. The Weekly Report and JPEG files shall be submitted via email.
- D. All notifications shall be provided to the County in writing. Email notifications to the County's representative are acceptable as approved by the County.
- E. Copies of all dump receipts are to be submitted to the County with the monthly invoice.
- F. Provide proof of Confined Space training for all employees working on the project.

- G. Submit a Traffic Control Plan to Clark County for review and approval 4 days prior to doing the work, if it requires lane closures.
- H. Invoices shall be submitted to the Project Administrator monthly, broken down using the attached bid schedule. Additional work shall be listed separately on the same form.

### 1.5 PROJECT CONDITIONS

- A. Review Exhibit A and existing site conditions.
  - 1. Disturbance of area outside of the project area, as outlined in the contract and as shown in Exhibit A, is prohibited, except as may be found necessary and only when approved by the County.
  - 2. The Contractor shall be responsible for maintaining and cleaning of any track out carried onto the roadway surface from the channels and basins before the crews leave for the day or as requested by the County. Failure to comply may result in the County having the roadway cleaned and the cost for the clean up billed to the Contractor or deducted from payments owed to the Contractor.
  - 3. The Contractor shall be responsible for providing a water truck in the event that dust issues arise created by the work being performed or at the discretion of the County. The Contractor will be responsible for any fines, if imposed, by not complying with Clark County Air Quality regulations.
- B. The Contractor shall protect and preserve all existing facilities and improvements, including but not limited to utilities, roadways, fencing, walks and signs. All damages are to be reported immediately to the County.
- C. Any items damaged by the Contractor shall be immediately repaired and returned to its original state at no expense to the County. The method of repair and schedule of repair shall be determined by the County and may include repair by the Contractor.
- D. Weather Conditions:
  - 1. Whenever the threat of eminent flooding may occur by the National Weather Service and/or Clark County Regional Flood Control District, no work shall take place within the channels or detention basin. Work may take place along access roads or along fence lines as approved by the County.
- E. Vehicular and Pedestrian Traffic:
  - 1. Provide all means necessary to ensure the safety of workers and public vehicular and pedestrian traffic occurs within the limits of the Project Site in the performance of the specified work.
- F. Homeless:
  - 1. The Contractor shall coordinate with the PA before the removal of any homeless encampment and debris.

### 1.6 SCHEDULING AND SAFETY

- A. The established hours for regular maintenance operations shall be 7:00 AM to 5:00 PM, Monday through Friday, excluding legal holidays.
  - 1. At the discretion of the County, seasonal or other adjustments in the hours of regular maintenance may be made.
  - 2. Any work that will require lane closure(s) shall be performed during the normal hours of operation. Traffic conditions sometimes require alternate times, which shall be determined by the County at no additional cost to the Project.
  - 3. The Contractor shall comply with Title 30.32.100, Time Restriction on Work in Streets.
- B. The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials consequential or related to the work. The Contractor shall accept sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, NDEP, Rolling Stock Permit, BMP's, full compliance with terms of the applicable OSHA safety regulations at all times so as to protect all persons

including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable personal injury, or damage to their property.

- C. All maintenance individuals within the work zone shall be properly attired for the respective risks of their task(s) and shall adhere to the applicable safety regulations. It shall be the Contractor's responsibility to inspect and identify the condition(s) that render any portion of the premises unsafe, as well as any unsafe practices occurring thereon. Confined Space entry policies and procedures shall be enforced.
- D. The Contractor shall establish an identification system for personnel assigned to the project, which clearly identifies the name of the Contractor responsible for the maintenance services. The identification shall be furnished at the Contractor's expense and may include specific attire and name badges as approved by the County. All vehicles used by the maintenance personnel shall be clearly marked with the Contractor's company name and phone number. All vehicles and equipment must have current registration and insurance as required by law and regulations.

## PART 2 – PRODUCTS

### 2.1 HERBICIDES

- A. The Contractor shall maintain a weed free environment in all area shown on the maps in Exhibit A.
- B. Herbicides and pre-emergents may be used by the Contractor on this project. The Contractor will coordinate with the County for approval of the type of herbicides that may be used, and for the application rates of any herbicides. Contractor shall submit information to the County for approval 7 days in advance of use.
- C. Weeds shall be removed on a monthly basis within all channel access roads and detention basin areas, including those areas, which only have soil ground cover. The Contractor may use herbicides (if approved) and/or removal by manual methods. Slopes within detention basins must be removed by hand and/or with the use of herbicides. No vehicles or equipment are allowed to drive into the detention basin due to dust palliative that has been applied.
- D. In the event the Contractor chooses to utilize a chemical herbicide, the following shall apply:
  - 1. Chemicals shall be applied in a manner to limit drift to (6) inches. Precautionary measures shall be employed since many areas may be open for public access during application. Submit list of chemicals to PA for review prior to application. Contractor shall not apply any chemicals prior to County approval.
  - 2. Spot treat with a County approved herbicide as per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application or in accordance with manufacturer's recommendations.
  - 3. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.
  - 4. After complete kill, all dead weeds shall be removed from area.

## PART 3 – EXECUTION

### 3.1 TRAFFIC AND ACCESS

#### A. TRAFFIC AND ACCESS

- 1. The Contractor shall comply with all requirements contained in Section 624 and 625 of the Clark County Area Standard Specifications and with the supplemental requirements contained herein, except that no direct payment shall be made to the Contractor for signing and/or detour unless otherwise specified herein.
- 2. When the Contractor's construction operations encroach upon a sidewalk, walkway, or crosswalk area, the Contractor shall take special precautions to protect the pedestrian's safety.
- 3. All traffic and/or traffic control devices under this contract shall be provided, maintained, and/or controlled as specified in this section and in the "Manual on Uniform Traffic Control Devices", (MUTCD), latest edition.

4. If the Contractor, at any time, fails to maintain traffic and/or traffic control devices as specified in the above documents or elsewhere by these specifications, the Project Administrator will immediately notify the Contractor in writing of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within two (2) hours after receipt of such notice, the Project Administrator may immediately proceed to perform such maintenance, and the entire direct cost of this maintenance will be deducted from money due or to become due the Contractor.
5. Certified flaggers must be used to assist trucks for safe ingress and egress whenever truck movements may interfere with safe passage through the work zone. In addition, flaggers shall be used whenever the Project Administrator deems it necessary for safety purposes.
6. All flaggers performing traffic control, or personnel performing traffic control setup/adjustments/removal during nighttime or during periods of inclement weather, and within the project limits or right-of-way and within 30 feet of a travel lane shall wear an ANSI/ISEA Class 2 Ensemble consisting of a minimum of a Class 2 vest, and a highly-visible orange, lime or yellow hardhat meeting the ANSI 107-2010 retro reflective markings requirements.
7. All work vehicles within the work area or right-of-way shall be equipped with amber colored warning lights. The specific number of safety lighting devices a piece of equipment/vehicle and the location of such devices comprises the minimum standard of 360 degrees of visibility on a horizontal plane when a vehicle, or self-propelled equipment, is used in the construction activates within the project limits. The 360 degree horizontal visibility will allow the vehicle/equipment lighting to be seen for a minimum of 1000 feet regardless of the angel of the vehicle in relation to the direction of the traveling public. All safety lighting will be flashing lights, amber in color, composed of photo strobes or LED's or a combination of both.

**B. TRAFFIC CONTROL AND BARRICADE PLAN**

1. The Contractor shall submit a written and diagramed 11" x 17" "Temporary Traffic Control Plan (TTCP)" to the Project Administrator no later than twenty-one (21) calendar days prior to proposed use. Two (2) copies of the plan shall be submitted as a submittal directly to the PA, who will review it for conformance to the contract documents and the MUTCD. Temporary Traffic Control Plans shall be submitted on a 11" x 17" plans. All Temporary Traffic Control Plans shall be prepared by an ISMA or ATSSA Certified Traffic Control Technician.
2. Plans shall provide the minimum following items:
  - A. All advance warning signs and arrow boards;
  - B. Method of barricading at intersections;
  - C. All regulatory signs;
  - D. All warning signs within delineation;
  - E. Method for protecting pedestrians and pedestrian access;
  - F. Provisions for emergency vehicle access at all times;
  - G. Lane widths, transitions, and tangent sections.
  - H. The existing posted speed on each roadway, and
  - I. Any and all pedestrian pathways.
3. Temporary Traffic Control Devices shall not be pre-strung or left within the right-of-way during non-working hours or when the devices are not being used. Barricades shall be used on all tapers and lane shifts.
4. The above described plan must conform to the Clark County Uniform Standard Specification Section 625 contained herein as well as ADA requirement and the MUTCD for all traffic control methods, devices, and appurtenances.

5. The Contractor shall not enter nor occupy with men, equipment, or materials any lands outside the rights-of-way or easements shown on the Drawings without the written consent of the owner of the property. Evidence of written permission to occupy lands outside those rights-of-way shown shall be presented to the Project Administrator prior to entry upon said land by the Contractor.
6. Contractor shall provide the labor, material, tools and equipment necessary for the provision of channel maintenance, general trash clean-up and other specified services. Contractor shall provide a sufficient number of vehicles to efficiently maintain the limits of the project. The Contractor shall have an equipment vehicle with landscape and irrigation tools and supplies. All personnel shall have apparel, traffic safety devices and equipment within the project limits or right-of-way.
7. Existing pipe culverts and reinforced box culverts continuous in nature are to be considered confined spaces. All work done within the structures is to be performed in accordance with an approved confined space entry plan, in conformance with the State of Nevada Department of Business and Industry, "Occupational Safety and Health Standards for General Industry", 29 CFR Part 1910, latest edition.
8. The Contractor is advised that confined spaces have been known to contain noxious and harmful gasses and proper air monitoring is an integral part of the confined space plan. When doing weekly reports include confined space report and make any adjustments to the report that may be required.
9. The Contractor is required to provide written certification of trained confined space personnel prior to scheduling work. The certification will include each employees name, the signatures of the trainers, and the dates of training. No Personnel not trained will be allowed in confined space.

### **3.2 SITE INSPECTION AND CLEAN-UP**

#### **A. TRASH, VEGETATION, SILT IN CONCRETE LINED CHANNELS AND DEBRIS REMOVAL**

1. Inspect for and remove vegetation, trash, algae, moss and silt in concrete lined channels on a monthly basis. Remove all trash including, but not limited to, paper, cigarette butts, glass, trash, leaves, animal and human feces, shopping carts, mattresses, plastic bottles, homeless debris, plant branches, and other accumulated debris within the flood control areas and other areas to be maintained, as shown in Exhibit A. Dispose of all vegetation, trash and silt legally.
2. Contractor is responsible for vegetation removal from concrete lined channels and access roads. Vegetation may be removed using mechanical and manual means. Vegetation includes: weeds, small trees, seedlings, tumbleweeds, and algae growing in concrete lined channels. Regarding detention basins and retention berms, weeds must be manually removed on side slopes or treated with approved herbicides. No equipment can be used on side slopes of detention basins or retention berms due to dust palliatives applied.
3. Follow all safety requirements and regulations for workers, the public and pedestrian and vehicular traffic.
4. Bags of debris shall be removed from the site by the end of the workday and disposed of in a legal manner.
5. Litter and debris removal shall begin, as the County deems practical, but in no case shall begin later than seven (7) days following the Notice To Proceed to the Contractor.

#### **B. VANDALISM AND DAMAGE**

1. The Contractor shall review the site monthly for vandalism and damage to all elements on the project site, including fencing, bollards and signage. Any vandalism or damage shall be immediately reported to the County.
2. The Contractor shall provide digital photos of damage from accidents and vandalism. Contractor shall immediately report vandalism or damage to the County when a hazard to workers or public safety exists.

### **3.3 CLEANUP AND PROTECTION**

- A. During performance of the maintenance work, the Contractor is to keep the work area in a neat, clean and safe condition.
- B. Upon completion of any portion of the work, the Contractor shall promptly remove all of his equipment, temporary structures, traffic control devices and surplus materials not used by the end of the shift. Upon completion of the work each day that work is performed, the Contractor, at his own expense, satisfactorily dispose of all debris, rubbish, unused materials and other equipment and materials belonging to the Contractor or used in the performance of the work in a legal manner. The Contractor shall leave the work site and premises in a neat, clean and safe condition. In the event of the Contractor's failure to comply with the forgoing, the same work may be accomplished by the County at the Contractor's expense.
- C. No equipment shall be stored within the flood control facilities during non-working hours.
- D. NDEP Permit requires all vehicles used in the bottom of a channel to be pressured washed before use in another channel.

### **PART 4 – ADDITIONAL SERVICES**

#### **4.1 ADDITIONAL SERVICES**

- A. The Project Administrator may, at his discretion, authorize the Contractor to perform additional work which may include adding additional channel segments as directed by the Project Administrator.

### **PART 5 – MEASUREMENT AND PAYMENT**

#### **5.1 MEASUREMENT AND PAYMENT**

- A. The Contract unit price paid per calendar Month for Channel Maintenance for the drainage channels shall be full compensation for all maintenance activities described herein, for one (1) calendar month for all channels identified on Exhibit A, including all equipment, tools and labor to perform channel maintenance, as described in the scope of work herein. Bid item numbers correspond to channel segment #, as shown in Exhibit A.

Payment will be made under Bid Schedule.