



**ADDENDUM #1**

**G STREET SEWER IMPROVEMENTS and WATER MAIN RELOCATION**

**BID # 24/25-013 / PWP # WA-2025-204**

**BIDS DUE NO LATER THAN: 1:45 PM ON MARCH 19, 2025**

**PUBLIC BID OPENING: 2:00 PM ON MARCH 19, 2025**

This addendum is to notify all potential proposers of clarifications made to the Bid documents as stated below.

- A) **APPENDIX A - TRUCKEE MEADOWS WATER AUTHORITY – GENERAL CONDITIONS – Remove this section in its entirety and replace with the attached.**
- B) **SPECIAL CONDITIONS and SPECIFICATIONS – SECTION 20:WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME, PARAGRAPH ONE (1) , REPLACE WITH THE FOLLOWING:**  
 Sparks Municipal Code 20.04.005.D restricts construction hours to 5:00 A.M. until 7:00 P.M., Monday through Friday and 8:00 A.M. until 5:00 P.M. on Saturday. For this project, the defined construction hours will be 7:00 A.M until 7:00 P.M., Monday through Friday unless otherwise required by these specifications, as requested by the Project Manager or **required by the permit conditions of approval for work within the NDOT Right-of-Way**. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the Project Manager and as specified herein.
- C) **NDOT PERMIT - Truckee Meadows Water Authority, Approved Permit#219020-24 and City of Sparks, Permit#217443-23 Issuance Letter**

Please note and adjust your bid according to the revisions, additions, deletions, clarifications, or modifications as presented on this Addendum #1, which are made a part of this bid. NOTE: To avoid disqualification, this Addendum 1 (and any other addenda) must be signed by an authorized representative of the bidding firm in the space provided and must be submitted with your firm’s sealed proposal. Failure to return this addendum, duly signed, may be cause for rejection of the bid. ALL ADDENDA SHOULD BE SIGNED AND PLACED IN SEQUENTIAL ORDER AND ATTACHED TO THE FRONT OF THE BID PACKAGE, COMPLETE WITH ALL REQUIRED DOCUMENTS.

\_\_\_\_\_  
CONTRACTOR BUSINESS NAME

\_\_\_\_\_  
Amber Sosa, P.E.  
Transportation Manager

X \_\_\_\_\_  
Authorized Signature

March 14, 2025

\_\_\_\_\_  
Printed Name of Person Signing

# APPENDIX A

## TRUCKEE MEADOWS WATER AUTHORITY

### GENERAL CONDITIONS

## APPENDIX A

### G STREET SEWER IMPROVEMENTS and WATER MAIN RELOCATION BID #24/25-013, PWP# WA-2025-204

#### TMWA G STREET WATER MAIN RELOCATION

#### GENERAL CONDITIONS

**\*\*When Truckee Meadows Water Authority (TMWA) and City of Sparks General Conditions conflict, City of Sparks General Conditions supercede\*\***

#### **ARTICLE 1: DEFINITIONS AND TERMINOLOGY – NOT USED**

#### **ARTICLE 2: GENERAL AND PRELIMINARY ITEMS – NOT USED**

#### **ARTICLE 3: CONTRACT DOCUMENTS**

##### **3.01 General**

- A. City of Sparks will prepare conformed Drawings and Specifications (as needed) for construction that incorporate all addenda issued during bidding.
- B. Only conformed documents shall be used for construction. City of Sparks will not compensate the Contractor for incorrect work done as a result of not using the conformed Drawings and Specifications.

#### **ARTICLE 4: PHYSICAL CONDITIONS, LANDS, REFERENCE POINTS**

##### **4.01 Availability of Lands – Not Used**

##### **4.02 Site Investigation and Conditions Affecting the Work – Not Used**

##### **4.03 Differing Conditions**

- A. TMWA does not guarantee a full and complete shutdown of existing isolation valves and sections of mains. Contractor shall be responsible for mitigating any water that may leak through an existing closed isolation valve during water main, water service, and/or fire hydrant/service reconnections; cutting and capping of existing water mains; etc., with no direct payment to the contractor.

##### **4.04 Reference Points – Not Used**

##### **4.05 Hazardous Environmental Conditions**

- A. In the event the Contractor encounters on the site material reasonably believed to be asbestos, petroleum products, or any other material subject to regulation by laws or regulations (hereinafter “Hazardous Materials”) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to TMWA in writing. The Work in the affected area shall not be resumed until the hazardous material is removed or rendered harmless.
- B. The Contractor will not be required to perform any Work relating to Hazardous Materials. In proportion to its negligence, but in no event exceeding liability limitations created pursuant to NRS Chapter 41, TMWA will indemnify and hold harmless the Contractor and its employees, from and against claims, damages, losses, and reasonable expenses, including but not limited to reasonable attorney’s fees, directly resulting from TMWA’s negligence in discharging or knowingly failing to disclose the presence of Hazardous Materials in the Contractor’s Work area.
- C. The Contractor shall not knowingly incorporate into the site or into any building, building component or structure, or otherwise leave on site any Hazardous Materials.
  - 1. If the Contractor discovers any such Hazardous Materials either on site or incorporated in the Work, it shall in writing immediately notify TMWA who shall take appropriate action to alleviate the problem.
  - 2. TMWA may require the Contractor to furnish, from time to time, a certification that to the best of the Contractor’s knowledge and belief it has not incorporated into the site or building any Hazardous Materials.
- D. To the fullest extent permitted by law, the Contractor shall indemnify, defend, protect, and hold harmless TMWA, its agents and employees from and against claims, damages, losses, liabilities, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the Contractor, its agents, employees, or anyone for whose acts Contractor may be liable, knowingly or negligently incorporating into the site or the Work or leaving on the site any Hazardous Materials. Such indemnity obligation shall not negate, abridge, or reduce any other rights or obligations of indemnity, which would otherwise exist.

**4.06 Asbestos Cement Pipe (ACP, AKA Transite) Requirements**

- A. Contractor may be required to handle, disturb, or remove certain water pipes constructed of asbestos-containing materials regulated as a potentially hazardous material as part of the Work. Please refer to section 5.02-H-4 for insurance requirement. Pipe constructed of asbestos material which has not been cut, damaged, tapped, or removed during performance of the Work, shall not be deemed “Hazardous Materials” for purposes of these General Conditions.
- B. If the Contractor is required to cut, remove, or tap pipe constructed of asbestos materials as part of the Work, or if the Contractor otherwise damages or cuts pipe constructed of asbestos materials during the Work, Contractor must utilize the services of personnel or a subcontractor that has received specialized OSHA training in the handling and disposal of asbestos to perform any Work on such pipe, including cutting, tapping, repairing, or removing. Only employees

trained and currently certified in the handling and disposal of asbestos-containing materials shall conduct any work related to the removal, storage, and disposal of asbestos material.

1. The Contractor shall be required to provide current asbestos abatement certificate submittals for each employee that will conduct work on pipe constructed with or containing asbestos materials. The supervisor of the work shall have current NV OSHA Supervisor qualifications for asbestos abatement. (OSHA 40 hr. Asbestos Contractor Supervisor). Should the Contractor not hold the required supervisory designation, any third-party personnel contracted to provide these services must hold a NV Asbestos Monitor License (OSHA 40hr. Monitor).
  2. Any work on the removal of pipe constructed of asbestos-containing materials by unauthorized employees not currently certified shall result in an immediate stop work order with no additional cost to TMWA for standby time, added delays, backfilling/re-excavation, steel plates and/or any work needed to secure the site until properly trained personnel can complete the work.
- C. Any disturbance, removal, disposal, handling, or Work activity on pipe constructed of asbestos-containing materials must be done in strict compliance with applicable Laws and Regulations (OSHA, Washoe County, and these requirements) governing the safe handling practices for disturbance, removal, handling and disposal of asbestos-containing material, and Contractor shall be solely responsible for all costs and actions necessary to comply with such Laws and Regulations.
1. Contractor shall provide the disposal manifest to the TMWA inspector showing all pipe constructed of asbestos-containing materials has been disposed of in accordance with all applicable Laws and Regulations. Contractor shall indemnify and hold TMWA harmless from any claims, injuries, demands, or liabilities arising from Contractor's handling, removal, disposal, or Work on or about pipe constructed of asbestos-containing materials.
  2. Contractor shall also fill out the EPA NESHAP (National Emissions Standards for Hazardous Air Pollutants) form and shall notify Northern Nevada Public Health Air Quality Management Division. TMWA can provide the contractor the form upon request.
- D. Asbestos Abatement, Handling, Storage and Disposal Plan (AAHSD): The Contractor shall be required to provide a AAHSD submittal that a minimum shall contain the following:
1. List of all employees that are trained and currently certified in asbestos abatement, handling and disposal.
  2. Method(s) to cut and remove pipe materials containing asbestos.
  3. Methods to protect employees and/or public from exposure.
  4. Methods to store on-site if not going directly to landfill.
  5. Waste manifest that documents location removed, quantities, where/when stored, when disposed at landfill and landfill disposal ticket.

6. If Asbestos Cement Pipe and/or Pipe with Coatings Containing Asbestos is anticipated or encountered, a disposal manifest log will be provided by TMWA that will need to be completed by the Contractor for each location where pipe constructed of asbestos- containing materials is removed. This log documents removal and on-site storage if not taken directly to landfill and is in addition to the waste manifest that documents final disposal in an approved landfill. This form must be completed/signed by the Contractor’s designated asbestos trained/certified personnel.
- E. Final payment of retention shall not be made until all documentation on the disposal of pipe constructed of asbestos-containing materials is provided to the TMWA Representative, no exceptions or pro-rated payment due to lack of documentation shall be made.

#### **4.07 Rock Excavation**

- A. The term “rock excavation” is defined as:
1. For trench excavation, rock excavation is excavation of all solid rock in place that cannot be removed by power equipment equivalent, or larger, in weight, engine power, and bucket force to a Caterpillar 345C L Hydraulic Excavator equipped as follows.
  2. Caterpillar 1.8 cubic yard heavy duty rock bucket with 4 teeth.
    - i. 22’-8” reach boom with a 12’-10” stick and 16,780 lb. counterweight.
    - ii. For mass grading, rock excavation is excavation of all solid rock in place that cannot be removed by power equipment equivalent, or larger, in weight, engine power, vertical shank penetration force, and pry out force to a Caterpillar D8T Track-type Tractor equipped with a single shank, standard depth, ripper tooth.
  3. For all excavations, rock excavation is excavation of boulders or detached pieces of rock greater than 54 cubic feet in volume.

The term “rock excavation” does not include or apply to any trenchless installation, including but not limited to, jack and bore installation, auger boring, tunneling, directional drilling, and similar types of construction methods. Due to the obvious presence of rock and boulders in the vicinity of the Truckee River, which Contractor acknowledges, the term “rock excavation” also does not include or apply to, nor will any associated unit adjusting price apply to, excavation and trenching performed within two hundred feet either side of the approximate centerline of the Truckee River channel.

- B. If rock is encountered such that Contractor believes rock excavation, as defined above, is required, the Contractor shall notify the Project Representative in writing. If the Project Representative agrees that rock excavation is required, rock excavation will be paid for at the price per cubic yard for rock excavation (trench excavation) and/or rock excavation (mass grading) submitted in the Bid Proposal, as applicable.

1. Payment for any category of rock excavation will be in addition to the lump sum or unit prices for the Work submitted in the Bid Proposal.
2. Payment for rock excavation of boulders or detached pieces of rock greater than 54 cubic feet in volume will be paid for at the price per cubic yard for rock excavation (trench excavation) submitted in the Bid Proposal.
3. The Contractor will not be eligible for any additional payment for rock excavation associated with the Work wherever solid rock can be seen from the surface, or where indicated from geotechnical test pit investigations.

If there are no bid items covering rock excavation of the type encountered, payment for approved rock excavation will be made in accordance with Section 7.03 “Extra Work – Request for Approval” and Section 7.06 “Extra Work – Payment for Time and Material Work on Construction Change Directives” of the General Conditions.

C. Blasting is not permitted.

**ARTICLE 5: BONDS AND INSURANCE – NOT USED**

**5.01 Performance and Payment Bonds – Not Used**

**5.02 Contractor’s Insurance**

- A. Contractor shall, at Contractor’s sole expense, procure, maintain, and keep in force the following insurance and pay all taxes and fees incident hereunto. The required insurance shall be in effect prior to the commencement of Work by Contractor. TMWA shall have no liability except as specified in this Agreement. Contractor shall furnish evidence of such insurance to TMWA no later than ten (10) calendar days after receipt of the Notice of Award.

<b>Insurance Type</b>	<b>Minimum Limits</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
Workers’ Compensation	Statutory	✓	N/A	✓
Employer’s Liability	\$1,000,000	✓	N/A	✓
General Liability/ Umbrella (Excess) Liability	\$2,000,000 each occurrence/\$4,000,000 aggregate limits	✓	✓	✓
Electronic Data Liability	\$2,000,000 each occurrence/\$4,000,000 aggregate limits	✓	✓	✓
Automobile Liability/Umbrella (Excess) Liability	\$2,000,000	✓	N/A	✓
Pollution Liability Insurance	\$1,000,000/\$2,000,000	✓	✓	N/A

Non-Owned Disposal Site Pollution Liability Insurance	\$1,000,000/\$2,000,000	✓	N/A	N/A
Professional Liability, Errors & Omissions	\$1,000,000	✓	N/A	N/A

- B. Contractor shall include all Subcontractors under its coverage or shall contractually require all of its Subcontractors to procure, maintain and provide evidence of insurance coverage with limits no less than those required herein. Any limits maintained by subcontractors under their own policies shall be at least \$1,000,000 per occurrence and at least \$2,000,000 for any applicable coverage aggregates. If subcontractors provide their own insurance with limits less than required of the Contractor, Contractor shall include subcontractors in their coverage up to the full limits required of the Contractor. When Subcontractors provide separate coverage, they shall include TMWA as an additional insured under their commercial general liability without requiring a written contract or agreement between TMWA as the additional insured and Subcontractor. When requested by TMWA, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. Contractor shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming Contractor and TMWA as additional insureds.
- C. Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Contractor shall provide TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.
- D. Subject to any additional requirements in this Agreement, TMWA, its officers, employees and any other Indemnitees included under this Agreement shall be included as additional insureds under all liability policies, except Workers’ Compensation, for all liability arising from the Agreement. Additional insured status for all required parties shall apply until the expiration of time within which a claimant can bring suit per applicable state law.
- E. Each liability insurance policy, unless otherwise specified below, shall be endorsed to provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, agents, employees, agents, in connection with damage covered by any policy.



F. Insurance maintained by Contractor shall apply for those named as additional insured on a first dollar basis without application of a deductible or self-insured retention. Should Contractor be self-insured for any required coverage, Contractor shall notify TMWA in writing prior to the signing of a Contract. TMWA reserves the right to accept or reject a self-insured Contractor and to approve the amount of any self-insured retention(s). Contractor agrees that TMWA is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a contract or Agreement with the self-funded Contractor. The Contractor shall be responsible for satisfying any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000 per occurrence unless otherwise submitted and approved by TMWA in writing. There shall be no provision providing that the self-insured retention or deductible can only be satisfied by the named insured.

G. Each insurance policy shall be:

1. Issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to TMWA, and
2. Currently rated by A.M. Best as “A, X”, or better.

H. Policies Required:

4. Contractors Pollution Liability Insurance

Contractor shall maintain in force for the full period of this Agreement insurance covering losses caused by pollution incidents that arise from the operations of Contractor described under the scope of services of this contract.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written with limits of liability not less than the amounts outlined in the table above per claim, with an annual aggregate of that outlined in the table above.

TMWA, its officials, officers, employees, and volunteers shall be included as insureds under Contractor’s pollution liability insurance.

If coverage as required herein is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time that Work under the Agreement is completed.

Non-Owned Disposal Site Coverage. If the scope of services as defined in this Agreement includes the disposal of any hazardous or nonhazardous materials from the job site, Contractor must furnish to TMWA evidence of pollution liability

insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to TMWA under this section must be maintained with limits of liability not less than the amounts outlined in the table above per loss, and an annual aggregate of that outlined in the table above.

### **5.03 Property Insurance – Not Used**

## **ARTICLE 6: CONTRACTOR’S RESPONSIBILITIES**

### **6.01 Laws and Regulations – Not Used**

### **6.02 Supervision of the Work and Subcontractors**

- a. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- b. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Approved copies of shop drawings and submittals shall be on site as required by the construction operation in progress.
- c. All times during performance under the Contract Documents and until the Work is completed and accepted, the Contractor shall directly superintend the Work or assign and have on the Work site a competent Superintendent who is satisfactory to TMWA and has authority to act for the Contractor. Any direction given Superintendent by Project Representative shall be binding as if given directly to Contractor.
  - i. Contractor’s Superintendent shall be experienced in the type of construction required by the Work as evidenced by at least five years of experience at a supervisory level on similar projects within the preceding ten years.
  - ii. If requested by TMWA, the Contractor shall provide Superintendent’s resume to the Project Representative for approval prior to the issuance of the Notice of Start.
  - iii. If the Superintendent is changed during the Contract Time, the replacement Superintendent shall be subject to the same approval as the original Superintendent.
- d. Contractor shall be directly responsible for supervising, scheduling, and coordinating the Work of all Subcontractors and Suppliers and for the acts and omissions of all Subcontractors and Suppliers. Contractor’s Superintendent shall be present at the site of the Work at all times when Work is in progress or materials are being delivered.

- e. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of TMWA, including but not limited to the required insurance and indemnity provisions.
- f. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, as long as the aforementioned does not interfere with TMWA's facilities, but Contractor shall not be responsible for the negligence of TMWA or TMWA's consultants in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents.

**6.03 Maintaining Water and Benefit Records – Not Used**

**6.04 Security Requirements – Not Used**

**6.05 Contractor Personnel**

- A. In selecting employees to undertake the Work under the Contract Documents, Contractor shall select only those persons who are qualified by the necessary education, training, and experience to provide high quality performance of the particular Work for which each employee is responsible.
- B. The Contractor shall be responsible for insuring that all personnel installing or maintaining TMWA facilities are trained to perform the Work in accordance with applicable standards.
- C. Due to the critical nature of TMWA's operations, Contractor agrees that if TMWA, in its sole discretion, determines that any Contractor employee is unsuitable for the performance of the Work under the Contract Documents, or that the continued presence of such employee is not consistent with the best interests of TMWA, then in such instance TMWA may request that the Contractor remove such employee from the Work. Contractor shall then immediately replace such employee with an employee who fully meets the standards under the Contract Documents and will do so at no additional cost to TMWA.

**6.06 Location of Underground Facilities – Not Used**

**6.07 Materials**

- A. All equipment and materials required by the Contract Documents shall be furnished by the Contractor.
- B. All equipment, material, and articles incorporated into the Work shall be new and of most suitable grade for the purpose intended.
- C. The Contractor shall be responsible for properly storing and protecting all materials delivered to the site, including TMWA furnished materials. Materials damaged while

in the care, custody, or control of the Contractor shall be replaced at the Contractor's expense.

- D. Contractor furnished materials that are at any time found to be defective, or otherwise not suitable for the purpose intended, shall be replaced by the Contractor at Contractor's expense whether installed or not.
- E. All Contractor-furnished materials shall be shipped free on board (FOB) to the site of the Work.

## **6.08 Permits – Not Used**

## **6.09 Submittals for Items that Will Be Incorporated Into the Work**

- A. Items to be submitted will be specified in the Technical Specifications and/or Drawings and may include Shop Drawings, calculations, catalog cuts, samples, and other descriptive material required to fully describe the item or items being provided. This section may be supplemented by a specific submittals section in the technical specifications. If conflicts arise, the more stringent will apply.
  - 1. Submittals shall be clearly identified and the data furnished shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, equipment accessories, and similar data to enable TMWA to review the information as required.
  - 2. Limit the information being provided to the specific item covered by the submittal and specific to one specification section or material defined in the drawings.
  - 3. Clearly indicate the item being submitted by highlighting, circling, or other marks when using catalog cut sheets. Submittals not so marked will not be reviewed and will be returned to the Contractor for marking and resubmittal.
  - 4. Specific formatting requirements for submittals or Requests for Information (RFI's) are specified in the Technical Specifications. If no format for the submittal or RFI is specified in the Technical Specifications, provide the submittal in the format requested by the TMWA Project Representative.
- B. The responsibility and expectations are for the Contractor to review each submittal prior to transmittal for compliance with the Drawings and Specifications. The contractor shall perform a compliance check, determining and verifying all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto. The Contractor shall review each submittal in coordination with other related submittals and with the requirements of the Work. Contractor shall coordinate and submit multiple submittals that are required to be reviewed at the same time.
  - 1. Each submittal shall bear a cover sheet verifying that the Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission.
  - 2. The cover sheet shall include as a minimum the following information.

- i. Project name.
    - ii. Submittal number.
    - iii. Date of Contractor's approval.
    - iv. Notice of each variation in the submittal from the requirements of the Contract Documents.
    - v. A statement certifying that the submittal has been reviewed for and found to be in compliance with the Contract Documents except for variations noted.
    - vi. Contractor's reviewer name and signature.
  3. Submittals that do not have the completed cover sheet attached with Contractor's signature will not be reviewed and will be returned to the Contractor for attachment of the cover sheet and resubmittal.
- C. Submittals shall be made sufficiently in advance of construction to allow for review. In no case shall less than 15 working days be allowed for review and approval of any submittal or resubmittal unless otherwise specified in the Supplementary Conditions or Technical Specifications. No extension of Contract Time will be allowed because of the Contractor's failure to transmit submittals in a timely manner.
- D. TMWA will review submittals with reasonable promptness, but TMWA's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto.
  1. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  2. Contractor shall make corrections required by TMWA and shall return as a resubmittal.
  3. On resubmittals, Contractor shall direct specific attention in writing to revisions other than the corrections called for by TMWA on previous submittals.
  4. Submittals will be marked in one of seven ways.
    - i. Approved as Submitted.
    - ii. Approved as Noted.
    - iii. Disapproved Make Corrections – Resubmittal Required.
    - iv. Disapproved as Noted Develop Replacement – Full Resubmittal Required.
    - v. Incomplete. Complete and Resubmit – Resubmittal Required.
    - vi. Incomplete. Submit Missing Portions – Resubmittal Required.
    - vii. For Record Only – Not Reviewed
  5. Submittal comments will be furnished in memo form, written directly on the submittal, or both.
  6. Each submittal with review comments will be returned to the Contractor.
- E. One initial submittal and one resubmittal for each subject will be reviewed by Project Representative and Engineer at no cost to Contractor.

1. Subsequent resubmittals will be reviewed at an hourly cost of two hundred dollars.
  2. The aggregate amount owed by Contractor will be deducted from moneys owed to the Contractor via the final conforming Contract Change Order at TMWA's sole discretion.
- F. TMWA's review and approval of submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called TMWA's attention to each such variation at the time of submission as required above and TMWA has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the submittal approval; nor will any approval by TMWA relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of this Section.
- G. Where a submittal is required by the Specifications, any related Work performed prior to TMWA's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.
- H. TMWA may duplicate, use, and disclose in any manner and for any purpose submittals and Shop Drawings delivered under the Contract Documents.

#### **6.10 Submittals for Other Items**

- A. Items to be submitted will be specified in the Technical Specifications and may include certificates, photographs, manufacturer's instructions, operation and maintenance instructions and manuals, schedules, guarantees, material testing and inspection reports, training agenda, and similar items.
- B. All submittals to be submitted to the City of Sparks and the TMWA Representative and the format requirements of the submittal may be specified in the Technical Specifications.

#### **6.11 "Or Equal" Items**

- A. All "or equal" items shall be submitted for approval and the equivalency of the "or equal" product submitted shall be at the sole discretion of the Engineer.
- B. In accordance with NRS 338.140, whenever materials or equipment are specified or described in the Contract Documents by using the names of proprietary items or the names of particular Suppliers, the naming of the item is intended to establish the type, function, and quality required and at least two items will be named. The words "or equal", whether explicitly stated or not, are understood to follow the names of proprietary items except as provided below.
- C. Where the name of a proprietary item or particular Supplier is followed by the words "or equal," materials or equipment of other Suppliers may be accepted by TMWA only if sufficient information is submitted by Contractor to allow TMWA to determine that the material or equipment proposed is equivalent or equal to that named.

- D. Where the name of a proprietary item or particular Supplier is followed by words “no equal,” no substitution is permitted. Per the provisions of NRS 338.140 paragraph 1(b), the “no equal” specification will be used only when it is necessary to provide the exact product to match existing equipment, to minimize spare parts inventory, or when in TMWA’s opinion no equal product exists.

## 6.12 Substitutions

- A. Requests for review of substitute items of material and equipment will not be accepted by TMWA from anyone other than the Contractor. Request for substitution of “an equal” item shall be submitted within 7 days after award of the Agreement with all substantiating data (NRS 338.140). TMWA may accept substitutions after the 7 days on a case-by-case basis and at their sole discretion.
- B. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to TMWA for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
  - 1. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor’s achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - 2. All variations of the proposed substitute from that specified shall be identified in that application and available maintenance, repair, and replacement service shall be indicated.
  - 3. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by TMWA in evaluating the proposed substitute.
  - 4. TMWA may require Contractor to furnish, at Contractor’s expense, additional data about the proposed substitute.
- C. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique, or procedure of construction acceptable to TMWA, if Contractor submits sufficient information to allow TMWA to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by TMWA will be similar to that provided in the paragraph above.

- D. TMWA will be allowed a reasonable time, but no less than 15 working days, within which to evaluate each proposed substitute. No Contractor claim for delay shall be accepted by TMWA for time required to evaluate substitutes proposed by Contractor.
- E. The Project Representative will be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without TMWA's prior written acceptance, which will be evidenced by either a Contract Change Order or an approved submittal.
- F. TMWA may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute. TMWA's employees and/or consultants will record time required to evaluate substitutions proposed by Contractor and in making change in the Contract Documents occasioned thereby. Whether or not TMWA accepts a proposed substitute, Contractor shall reimburse TMWA for the charges of employees and/or TMWA's consultants for evaluating each proposed substitute.
- G. All changes to the project as a result of the Contractor's substitution shall be the full financial responsibility of the Contractor, including but not limited to, redesign fees from the Design Engineer.

### **6.13 Worker Safety and Accident Prevention**

- A. The Contractor shall comply with all OSHA and TMWA safety requirements. Failure to comply may result in Termination for Cause as defined in Section 9.03.
- B. The Contractor shall plan and direct the performance of the Work in compliance with reasonable safety and work practices and applicable federal, state, and local laws, rules, and regulations.
- C. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Contract Documents. The presence of the Project Representative, TMWA inspectors, or other TMWA employees at the site of the Work shall in no way diminish or eliminate that responsibility.
  - 1. Hard hats, shirts, long pants, and work boots are mandatory on all Work sites.
  - 2. Contractor's personnel shall have safety training appropriate for the Work being performed.
  - 3. It is the Contractor's responsibility to ensure that Contractor's personnel have and use the proper personal safety equipment appropriate for the Work being performed.
  - 4. Job site safety meetings shall be conducted by the Contractor as necessary to maintain worker awareness of safety requirements and procedures.
- D. The Contractor shall at all times have in their possession and maintain/calibrate gas detector units capable of monitoring oxygen and carbon dioxide and combustibles per OSHA confined space requirements. The Contractor's personnel shall be trained in confined space rescue operations.



- E. The cost of all personal or crew safety equipment shall be included in Contractor's overheads and shall not be direct billed on any invoice for Extra Work under the Contract Documents.
- F. The Contractor shall immediately report to TMWA any OSHA recordable accident or vehicle accident occurring during performance of the Work.
  - 1. Contractor shall fully cooperate with TMWA and any other agency investigating accidents, which occur during performance of the Work under this contract, including interviews of Contractor's personnel.
  - 2. As soon as practical following any accident occurring during performance of the Work under this contract, the Contractor's personnel involved in the accident shall be tested for prohibited drugs and alcohol use.
  - 3. Contractor's personnel shall be relieved of safety sensitive duties pending results of the post- accident drug and alcohol testing. Post-accident drug and alcohol test results shall be provided to TMWA's designated official responsible for administration of TMWA's Drug and Alcohol Policy.
  - 4. Failure of Contractor's personnel to submit to post-accident drug and alcohol testing will result in permanent removal (and replacement) of such employee from the Work for the duration of this contract.
- G. The Drug Free Workplace Act of 1988 requires Contractors and Subcontractors of TMWA to maintain a workplace free of drugs and alcohol.
  - 1. The unlawful manufacture, distribution, possession or use of a controlled substance or alcohol is prohibited in TMWA's workplace or job sites.
  - 2. The Contractor will be required to remove any of its employees or its Subcontractor's employees suspected by Contractor or TMWA of being under the influence of drugs or alcohol.
- H. Contractor's personnel performing Work near live gas facilities with the intent to uncover or expose such gas facilities shall meet all DOT drug and alcohol testing requirements.
  - 1. Furthermore, Contractor 's personnel shall have successfully completed the NV Energy Natural Gas Safety Training course and maintain in their possession the certification card providing evidence of training.
  - 2. The cost of such training shall be the responsibility of the Contractor.
  - 3. In no instance shall existing gas facilities (valves, etc.) be operated, gas introduced into piping, or purging operations be performed without the continued presence and knowledge of an NV Energy Representative or Inspector.
- I. Contractor's personnel performing Work on asbestos or transite pipe, including without limitation cutting, tapping, repairing, handling, or removing, must have successfully

completed specialized OSHA training in the handling and disposal of asbestos prior to the performance of any such work, or Contractor shall hire a subcontractor that has successfully completed specialized OSHA training in the handling and disposal of asbestos to perform such work.

- J. Trench Safety – Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has submitted to the Engineer, “For Record”, the Contractor’s detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted in accordance with the Technical Specifications and these General Conditions and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. No such plans shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an Engineer who is registered as a Civil or Structural Engineer in the State of Nevada.

**6.14 Use of Site – Not Used**

**6.15 Protection of Existing Vegetation and Improvements – Not Used**

**6.16 Construction Site Stormwater Control – Not Used**

**6.17 Dust Control – Not Used**

**6.18 Quality Control**

- A. The Contractor shall maintain an adequate quality control system and perform such inspections as will ensure that the Work performed under the Contract Documents conforms to the Contract Documents requirements.
- B. The Contractor shall at Contractor’s expense provide all testing required to demonstrate that the materials being furnished meet the requirements of the Contract Documents. Copies of test results and material certificates shall be furnished to the Project Representative upon request or when required by the Technical Specifications.
- C. The Contractor shall inspect equipment and materials upon arrival at the job site and again immediately prior to installation or use. Any item found to be damaged, defective, or otherwise not meeting the requirements of the Contract Documents shall be immediately removed from the site and replaced with items meeting the Project requirements.
- D. The Contractor shall maintain complete inspection records and make them available to TMWA upon request.

**6.19 As-Built Drawings**

- A. The Contractor shall maintain, in a safe place at the job site, one record copy of the Conformed Drawings in good order and annotated to show all changes (vertical or

horizontal alignments included) made during construction and all existing facilities exposed during construction.

- B. These As-Built drawings shall be kept current and made available to the Engineer and Project Representative for reference upon request.
- C. Within ten calendar days following completion of the Work, these As-Built drawings shall be delivered to TMWA. The Notice of Completion will not be issued and final payment, including any retention of progress payments made to the Contractor, will not be released until TMWA has received all As-Built drawings.

## **6.20 Warranty**

- A. In addition to any other warranties in the Contract Documents, notwithstanding latent defects, gross mistakes or fraud, Contractor warrants that that all materials and equipment provided are new and free from defects and that Work conforms to the Contract Documents requirements and is free of any defect in equipment, material, or design furnished, including workmanship performed by the Contractor or any Subcontractor or Supplier at any tier.
- B. With respect to all warranties, express or implied, from Subcontractors, manufacturers, or Suppliers at any tier for Work performed and materials furnished under the Agreement, the Contractor shall obtain all warranties that would be given in normal business practice; require all warranties to be executed, in writing, for the benefit of TMWA; and enforce all warranties for the benefit of TMWA. In the event the Contractor's warranty under this clause has expired, TMWA may bring suit to enforce a Subcontractor's, manufacturer's, or Supplier's warranty or claim of defect or enforcement of other rights and remedies, including, without limitation, breach of contract.
- C. This warranty shall continue for one year from the date of the Notice of Completion.
- D. TMWA shall notify the Contractor, in writing, within a reasonable time after discovery of any failure, defect, or damage.
  - 1. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, TMWA shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
  - 2. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect, or any damage to TMWA property, when the damage arises out of the Contractor's failure to conform to requirements of the Contract Documents; or any defect of equipment, material, workmanship, or design furnished.
  - 3. The Contractor shall not be liable for the repair of any defects of material or design directly furnished by TMWA.

- E. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to Work repaired or replaced will run for one year from date of repair or replacement.
- F. This warranty shall not limit TMWA’s rights or remedies under the Contract Documents, applicable law, in equity, or otherwise, including, without limitation, under Section 10.02 “Inspection and Testing by TMWA” of the General Conditions with respect to latent defects, gross mistakes, or fraud.
- G. All manufacturer equipment warranties, unless specifically agreed to by TMWA, shall start from date of “Beneficial Use” as agreed in writing by the TMWA Project Representative and shall not start from date of delivery.
- H. The Contractor shall keep record of all equipment warranties in a table with at a minimum the following headings: Equipment, Manufacturer Name, Manufacturer Information (including contact information), Warranty Start Date, Warranty End Date, and Specific Notes of Warranty Limitations. The final Warranty table shall be submitted to TMWA at the end of the project.

**6.20 Right to Audit – Not Used**

**ARTICLE 7: CONTRACTOR’S RESPONSIBILITIES**

**7.01 Payment for Mobilization and Demobilization – Not Used**

**7.02 Progress Payments – Not Used**

**7.03 Extra Work – Request for Approval**

- A. When Contractor reasonably believes the Work or materials required by TMWA are beyond the original scope of Work, the Contractor shall notify TMWA’s Project Representative in writing via RFI before the affective Work, that it believes such Work is “Extra Work”. The RFI shall include the Contractor’s rational for the change. TMWA will promptly determine whether such Work constitutes “Extra Work” or Work within the original scope of the Contract Documents. TMWA shall not be liable for delay claims by the Contractor prior to providing written determination of Contractor’s Extra Work claim.
- B. When the Contractor believes an RFI response requires an increase or decrease in cost and/or time adjustment, they shall notify TMWA’s project’s representative in writing within 14 days or before the affective Work, whichever comes first. The notification shall include the Contractor’s rational for the change. TMWA will promptly determine whether such Work constitutes “Extra Work” or Work within the original scope of the Contract Documents. If the Project Representative agrees, a CCD will be issued; otherwise, the representative will issue a response letter denying the Contractor’s assessment. The Contractor shall have 30 days to issue an intent to submit a claim from the date of the response letter and shall track the Work under the requirements of

Section 7.06 for time and materials. TMWA shall not be liable for delay claims by the Contractor prior to providing written determination of Contractor's Extra Work claim.

- C. If the Contractor thinks there is a valid differing of site condition(s), the Contractor shall submit a Written Notice of differing site condition(s) to the TMWA Project Representative to resolve problems regarding differing site conditions encountered in the execution of the Work.
- D. Any alleged Extra Work performed by the Contractor without prior written authorization of TMWA is done at the sole risk of the Contractor. Contractor shall have no right or claim to additional compensation, nor may Contractor seek any such compensation in any forum, unless Contractor provides notice of the Extra Work demand pursuant to Section 7.03(A) prior to commencing such Work. The requirements of this Section 7.03 can only be waived in writing by TMWA.
- E. If TMWA determines that the Work or materials required are beyond the original scope of the Work and constitute "Extra Work", and TMWA authorizes Contractor in writing, via Construction Change Directive to perform such Extra Work, the provisions in Section 7.05 or 7.06 shall apply.
- F. Whenever corrections, alterations, or modifications of the Work under the Agreement are ordered in writing by TMWA which increases the amount of Work to be done, such added Work shall be known as Extra Work; and when such corrections, alterations, or modifications decrease the amount of Work to be done, such subtracted Work shall be known as omitted or credit Work.
- G. Any change in scope of Work or deviation from Contract Documents including, without limitation, Extra Work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Agreement, and shall be performed under the terms of the Contract Documents. The difference in cost of the Work affected by such change will be added to or deducted from the amount of said Contract Sum by a fair and reasonable valuation, as outlined in the Extra Work sections below.
- H. The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written Contractor Change Order issued by the City of Sparks, which shall indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Contract Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Contract Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Contract Change Order.
- I. Only TMWA or Contractor may initiate changes in scope of Work or deviation from Contract Documents.

**7.04 Extra Work – Quotation Request – Not Used**

**7.05 Extra Work – Quote Price on Construction Change Directive – Not Used**

**7.06 Extra Work - Time and Material Work on Construction Change Directive – Not Used**

**7.07 Unit Cost Adjusting Bid Items**

- A. If unit cost adjusting bid items are included in the Bid Schedule, they will be used to compensate the Contractor for the common situations that arise during construction without the need for a Contract Change Order. The range of applicability of items normally used are as follows:
- B. The item for reduced or increased trench depth is intended to allow profile adjustments within a range of  $\pm 3$  feet.
- C. The rock excavation adjusting items are intended to allow for isolated boulders or minor pockets of bedrock. The range of applicability of these items is from 0 to 100 cubic yards.
- D. The applicable range for other adjusting items will be listed in the Technical Specifications.

**7.08 Project Closeout**

- A. Before the Project is 100% complete, the Contractor shall notify the TMWA Project Representative in writing to schedule an initial project completion walkthrough. Within ten working days following the walkthrough, The TMWA Project Representative will notify the Contractor in writing of items that need to be completed, corrected, or submitted before the Project will be considered 100% complete.
- B. The Project closeout process is part of the Work and must be completed within the specified Contract Time. Until the Project is completely closed out, none of the Work is considered Warranty work unless specifically agreed to in writing from TMWA.
- C. When the Contractor believes the Project is 100% complete, the Contractor shall submit a request for completion and retention release to the TMWA Project Representative. The Project Representative will either provide a Notice of Completion or notify the Contractor in writing defining the reasons the project is not complete. Upon receipt of the Contractor's letter, the Project Representative will determine if the Project is 100% complete as required by the Contract Documents.
  - 1. To be considered 100% complete:
    - i. All Punchlist items shall be completed to the satisfaction of the TMWA Project Representative.
    - ii. The final conforming Contract Change Order shall be signed by the Contractor and be ready for execution by TMWA.
    - iii. The retention release pay request shall be submitted to TMWA Project Representative for review.
    - iv. All Pay Applications have been executed with only retention left to pay.

- v. The final As-Built set(s) shall be submitted and approved by the Project Representative.
  - vi. All spare parts, materials, operating handles, and specialty tools shall be provided and listed and submitted for approval.
  - vii. Final Operation and Maintenance Manuals shall be submitted electronically and approved. All hard copies of the O&Ms provided.
  - viii. Construction site and vicinity restored and cleaned to pre-construction condition. No outstanding repairs to the public and/or public right-of-way needed.
  - ix. All land agreements for staging or other means by the contractor for this project shall be signed off in writing and a copy of that sign off provided to TMWA.
  - x. All conditions of the applicable Project permits shall be fulfilled. Evidence of acceptance or sign off by each permitting agency shall be submitted to the Project Representative.
  - xi. All equipment warranties have been provided and provided in a list with start and end dates.
  - xii. The following items shall be submitted and approved by the Project Representative:
    - a. Unused/extra materials provided and stored at an appropriate location (i.e., extra touch-up paint, lumber, etc. Material shall be properly stored. For example, unused lumber shall be stacked and strapped to minimize twisting and warping.
    - b. Extra hardware
    - c. All TMWA-supplied tools and equipment
- D. The Contractor’s one-year warranty required by Section 6.20 “Warranty” of the General Conditions shall start on the date of the Notice of Completion.

**7.09 Retention and Final Payment – Not Used**

**ARTICLE 8: TIME EXTENSIONS AND DELAYS – NOT USED**

**ARTICLE 9: SUSPENSION AND TERMINATION OF WORK – NOT USED**

**ARTICLE 10: OTHER PROVISIONS**

**10.01 Related Work at Site – Not Used**

**10.02 Inspection and Testing by TMWA**

- A. All Work shall be subject to TMWA inspection and testing at all places and at all reasonable times before acceptance, to ensure compliance with the terms of the Contract Documents.

- B. The Contractor shall be responsible for proper scheduling and coordination of the Work for inspection and testing by TMWA. TMWA will not have a full-time on-site inspector on the project, and the contractor is required to provide a minimum of 24 hours' Written Notice to the inspector or TMWA Project Representative regarding the work. Additionally, the contractor should maintain a working schedule communicated to TMWA for coordination of all work.
- C. The Contractor shall pay for any standby/delays of inspection or testing cost incurred by TMWA due to Contractor's insufficient scheduling and/or notification of the Work. These costs will be issued via Contract Change Order or may be withheld from the final retention payment.
- D. TMWA inspections and tests are for the sole benefit of TMWA and do not:
  - 1. Relieve the Contractor of responsibility for providing adequate quality control measures per Section 6.18 "Quality Control" of the General Conditions.
  - 2. Relieve the Contractor of responsibility for damage or loss of the material before acceptance.
  - 3. Constitute or imply acceptance.
  - 4. Affect the continuing rights of TMWA after acceptance of the completed Work.
- E. The presence or absence of a TMWA inspector or Project Representative does not relieve the Contractor from any requirement under the Contract Documents.
- F. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by TMWA.
- G. The Contractor shall, without charge, replace or correct rejected Work found by TMWA not to conform to requirements under the Contract Documents, unless TMWA consents to accept the Work with the appropriate adjustment in the Contract Sum.
  - 1. The Contractor shall promptly segregate and remove rejected material from the premises.
  - 2. If the Contractor does not promptly replace or correct rejected work, TMWA may,
    - i. By contract or otherwise, replace or correct the Work and charge the cost to the Contractor or
    - ii. Terminate for default the Contractor's right to proceed.

### **10.03 Replacement of Defective Work**

- A. If, before acceptance of the entire Work, TMWA decides to examine already completed Work by removing it or tearing it out, or if Work fails to pass inspection and testing, the Contractor, on request shall promptly comply with the following.
  - 1. If the Work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or Subcontractors, the Contractor shall be responsible for the expenses of the examination, reinspection, retesting, and the cost of satisfactory reconstruction. If Contractor intends to dispute the finding of defective or non-conforming Work, Contractor shall promptly conduct its investigation of the same (upon acceptance by TMWA that such investigative firm is properly certified



and the procedures are agreed upon and approved) and issue a notice of claim within the time required by Section 10.05.

2. If Contractor properly and timely follows the dispute procedures in Section 10.03.A.1 above and the Work is found to meet the requirements of the Contract Documents, TMWA will pay all costs incurred by the Contractor in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.
- B. Unless otherwise specified in the contract, TMWA shall accept, as promptly as practicable after completion and inspection, all Work required by the Contract Documents or that portion of the Work TMWA determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or TMWA's rights under any warranty or guarantee.

#### **10.04 Use and Possession Prior to Completion (Partial Utilization / Beneficial Use) – Not Used**

#### **10.05 Dispute Resolution**

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with TMWA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and TMWA may otherwise agree in writing.
- B. The Project Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work.
- C. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Sum or Contract Time (except for claims which have been waived by the acceptance of final payment or otherwise) will be referred initially to Project Representative in writing for a first-step decision (the "First-Step Decision"). Nothing in this section prohibits TMWA from issuing a First-Step Decision regarding claims, disputes, and other matters relating to the acceptability of the Work.
1. Written Notice of each such claim, dispute, and other matter shall be delivered by the Contractor to Project Representative promptly (but in no event later than 15 Days) after occurrence of the event giving rise to the claim, dispute, or other matter at issue.
  2. Data or other written evidence necessary to support such claim must be submitted to TMWA within 30 Days after such occurrence unless Contractor requests and Project Representative allows an additional period of time to ascertain more accurate data in support of the claim.
  3. Within 15 Days of receiving all information pertaining to a request for a First-Step Decision in accordance with this paragraph, Project Representative will endeavor to render a written decision or indicate that additional time is needed before rendering a decision.
  4. Failure of Contractor to submit a claim, dispute, or other matter at issue and the requisite supporting data within the aforementioned time frames shall serve as a waiver by Contractor of such claim, dispute, or other matter at issue against TMWA, which shall operate as a waiver of Contractor's right to assert a claim for additional compensation, a

time extension, or other remedy related to or arising out of such claim, dispute, or other matter issue.

- D. If Project Representative's First-Step Decision is unacceptable to Contractor, Contractor shall deliver a written demand for direct negotiation to the Project Representative.
1. Said demand shall be delivered within ten (10) Days from the date of the First-Step Decision, but in no case will such demand for direct negotiation be accepted by TMWA until after Contractor receives the First-Step Decision.
  2. If Contractor fails to deliver said written demand for direct negotiation within the Ten-Day period, the First-Step Decision shall be final and binding, and Contractor waives its right to further dispute or appeal such First-Step Decision.
  3. The second-step direct negotiation may include Project Representative and Contractor's Superintendent (or other on-site representative of Contractor directly responsible for the Work who initiated the original claim) but will be conducted by representatives of TMWA and Contractor at least one step (in the organizational structure) above those individuals involved in the first-step process.
  4. Direct negotiation shall be conducted in good faith and may require more than one meeting between TMWA and Contractor, and such discussion will be governed by NRS 48.105.
  5. Meetings will be conducted within a reasonable time at TMWA's corporate office.
  6. If after a good faith effort to resolve the claim, should either party believe that a satisfactory resolution of the claim is not possible, either party may give notice to the other party demanding mediation of the issue. Said notice to mediate must be delivered prior to the Contractor applying for final payment and must be delivered to the other party.
- E. If direct negotiation is unsuccessful, TMWA and Contractor intend to endeavor to resolve claims, disputes, and other matters in question between them by negotiation and mediation. The parties shall mutually agree upon a mediator and share the expenses of the same equally. In the event the parties cannot agree upon a mediator, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fee equally. The mediation shall be held in Reno, Nevada, unless another location is mutually agreed upon. The mediation shall take place within sixty (60) days of the notice to mediate, unless otherwise mutually agreed otherwise. Agreements reached in mediation shall be enforceable as settlement agreements in any Court have jurisdiction thereof.
- F. If the dispute is not resolved by mediation, then, such claims, disputes and other matters shall be decided by a court located in Washoe County, Nevada having jurisdiction thereof.
- G. If any claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work is initiated by TMWA, the provisions of this Section shall apply. TWMA may deliver a written demand for direct negotiation to the Contractor. Direct negotiation shall be conducted in good faith and may require more than one meeting between TMWA and Contractor, and such discussion will be governed by NRS 48.105. Meetings will be conducted within a reasonable time at TMWA's corporate office. If after a good faith effort to resolve the claim, should either party believe that a satisfactory resolution of the claim is not

possible, either party may give notice to the other party demanding mediation of the issue. The provisions of Section 10.05.E &

- H. 10.05.F shall apply relative to mediation and further dispute resolution of such claim, dispute, or other matter.

#### **10.06 Liquidated Damages – Not Used**

### **ARTICLE 11: MISC. AND LEGAL PROVISIONS – NOT USED**

**ASBESTOS CEMENT PIPE (AKA TRANSITE) AND/OR PIPE WITH  
COATINGS CONTAIN ASBESTOS LOG**

**DATE OF REMOVAL:** \_\_\_\_\_

**LOCATION OF REMOVAL:** \_\_\_\_\_

**PIPE DIAMETER AND LENGTH:** \_\_\_\_\_

**BROKEN PIECES APPROXIMATE VOLUME (CUBIC FEET):** \_\_\_\_\_

**MISC INFORMATION:** \_\_\_\_\_

**PIPE BAGGED/WAPPED:** \_\_\_\_\_

**PIPE STORED PRIOR TO LANDFILL (SPECIFY LOCATION BELOW): YES \_\_\_\_\_ NO \_\_\_\_\_ DATE**

\_\_\_\_\_

**ON-SITE DISPOSAL LOCATION PRIOR TO LANDFILL:** \_\_\_\_\_

**PRINT ASBESTOS TRAINED/CERTIFIED EMPLOYEE (NAME/NUMBER):**

\_\_\_\_\_

\_\_\_\_\_ **DATE** \_\_\_\_\_

**EMPLOYEE SIGNATURE (ASBESTOS TRAINED/CERTIFIED)**

**END OF GENERAL CONDITIONS**



Joe Lombardo  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

Tracy Larkin - Thomason, P.E., Director

District II  
310 Galletti Way  
Sparks, NV 89431  
February 23, 2024

City of Sparks  
Attn: Ashley Elson  
431 Prater Way  
Sparks, NV 89431

**Permit No. 217443-23 (SR 445 WA 0.59) – Issuance Letter**

Dear Permittee:

Your permit application, to pressure class sewer main, remove existing sewer manhole, and conversion of an existing sewer manhole to a drop manhole on SR 445 in Washoe County, within the NDOT right-of-way has been processed. The issued permit will be **Released** when the following has been received and accepted:

- Runoff Control Plan (RCP) - via link
- Site-specific Traffic Control Plan – via link

When ready to provide required documents, please contact the District Permit Office at (775) 834-8330 to receive a link to electronically submit your document(s). If you have any questions, please email us at [D2Permits@dot.nv.gov](mailto:D2Permits@dot.nv.gov).

If revisions are not received within forty-five (45) days of the receipt of this letter the permit application will be cancelled; therefore, please contact our office if additional time is needed. Thank you for your prompt attention to this issue.

Sincerely,

DocuSigned by:  
A handwritten signature in black ink that reads "Jeremy Roberts".  
CAEEC42D04334DE...

Jeremy Roberts  
NDOT District II Permits Supervisor

JR/smg

Cc: Dylan Carey [dcarey@kellerassociates.com](mailto:dcarey@kellerassociates.com)  
District File



JOE LOMBARDO, Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

District II  
310 Galletti Way  
Sparks, Nevada 89431  
775-888-3040

TRACY LARKIN-THOMASON P.E., Director

November 25, 2024

Truckee Meadows Water Authority  
Attn: Becca Epstein  
1355 Capital Blvd  
Reno, Nevada 89502

RE: **APPROVED Permit  
Permit 219020-24**

Dear Permittee:

The Nevada Department of Transportation, District 2 Permit Office has accepted your application and has **APPROVED** your permit for the following location and work.

Permit Application Location:

- On SR 445 (Intersection of Pyramid Way and G Street); MP 0.590/0594 WA.

Permit Application Work:

- Replace water main – install approximately 45’ of new 6-inch ductile iron pipe and hot tap valve, remove approximately 50’ of 6-inch cast iron pipe, elbows and appurtenances. Use trenching method to install new pipe, repave roadway upon completion of water main installation and removal.


As the PERMITTEE it is your responsibility to know and understand the Standard and Supplemental Terms and Conditions associated with this permit. It is the PERMITTEE’s responsibility to obtain any additional permits and/or approvals from the other agencies as may be required by Federal law, State law, local or tribal ordinances.

- All work authorized under this permit shall be completed within **ONE YEAR** from the date of this letter, **November 25, 2024**.
- The District 2 Permit Inspector for this permit is: Steve Pettit; [spettit@dot.nv.gov](mailto:spettit@dot.nv.gov), (775) 834-8330, option 2.
- This approved permit package, shall be available at all times during construction. All PERMITTEE contractors and subcontractors connected with this permit shall have a complete copy of this permit package on the work site at all times. The permit activity may be ordered to cease by the District 2 Permit Inspector if a copy of the complete permit package is not onsite.
- PERMITTEE shall contact the District 2 Permit Inspector to provide a five (5) working day notice prior to beginning any work on this permit.

- PERMITTEE shall provide Site Specific Traffic Control (SSTC) prior to beginning work.
- PERMITTEE shall provide a Runoff Control Plan (RCP) prior to beginning work.
- For emergencies 24 hours a day, contact the District 2 Permits Emergency phone number at (775) 834-8344.
- Should NDOT ITS Fiber Optic Line be encountered during work, immediately contact the NDOT ITS TOTS 24/7 phone number at 1-(877)-638-6777.
- All formal requests shall be processed through the District 2 Permit Office, submit all requests to the [D2permits@dot.nv.gov](mailto:D2permits@dot.nv.gov). This includes, but not limited to:
  - Letters of Request (modify work hours, holiday work requests)
  - Construction time extensions
  - Amendments

If you have any questions or need additional information, contact the District 2 Permit Office, option 1 at (775) 834-8330 or [D2Permits@dot.nv.gov](mailto:D2Permits@dot.nv.gov).

Sincerely,

DocuSigned by:  
  
CAEEC42D04334DE...  
Jeremy Roberts  
NDOT District 2 Permits Supervisor

JR/ao

cc: [spettit@dot.nv.gov](mailto:spettit@dot.nv.gov)  
District File

# DISTRICT 2 PERMIT OFFICE STANDARD TERMS AND CONDITIONS

V5. 5/6/2024

NEVADA DEPARTMENT OF TRANSPORTATION 310 Galletti Way, Sparks, NV, 89431





District 2 Permit No.: <b>219020-24</b>	
Applicant: <b>TMWA</b>	
Route: <b>SR 445</b>	
Milepost: <b>WA 0.590 to 0.594</b>	
Work Order No: <b>20151211</b>	Fee: <b>Waived</b>
Type of Activity: <b>Replace 45' of 6" ductile iron water pipe and hot tap valve &amp; remove 50' of 6" cast iron pipe, elbows &amp; appurtenances</b>	
FOR DEPARTMENT USE ONLY	

REVOCABLE PERMIT FOR OCCUPANCY OF  
NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY  
(Under the provisions of NRS 408.423, 408.210 and NAC 408)

Location where construction, installation or removal is to occur:

<b>SR 445</b>	<b>G Street</b>
Local name of highway	Street address or nearest cross street
<b>0.590</b>	<b>0.594</b>
between Milepost	and Milepost

Scope of work and additional information:

1. On SR 445 (Intersection of Pyramid Way and G Street)
  - i. HES "P" 29+82.31 34.34' Lt. (WA 0.590/0.590) to HES "P" 30+03.15 10.32' Rt. (WA 0.594/0.594),
  - ii. Replace water main – install approximately 45' of new 6-inch ductile iron pipe and hot tap valve, remove approximately 50' of 6-inch cast iron pipe, elbows and appurtenances. Use trenching method to install new pipe, repave roadway upon completion of water main installation and removal.

SPECIFIC TERMS AND CONDITIONS APPURTENANT TO THIS PERMIT ARE LISTED IN THE STANDARD AND SUPPLEMENTAL TERMS AND CONDITIONS.

**TMWA**  
 \_\_\_\_\_  
*Name of PERMITTEE*

**1355 Capital Blvd.**  
 \_\_\_\_\_  
*Address*

**Reno, NV 89502**  
 \_\_\_\_\_  
*City, State, Zip*

**8.29.24**  
 \_\_\_\_\_  
*Date of Application*

\_\_\_\_\_  
*Permittee Representative*

**Becca Epstein – Sr. Construction Engineer**  
 \_\_\_\_\_  
*Name and Title (Please Print)*

**775.834.8057**  
 \_\_\_\_\_  
*Telephone*

**bepstein@tmwa.com**  
 \_\_\_\_\_  
*Email*

\_\_\_\_\_  
*Permittee Representative Email*

Permittee Initials Initial  
BE

PERMITTEE hereby acknowledges that he or she has read the *Terms and Conditions Relating to Right-of-Way Occupancy Permits* booklet (2021 ed.) and the Additional Terms and Conditions of this permit. By signing this permit, the permittee agrees to all terms and conditions appurtenant to this permit.

\*\*\* ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS LISTED IN THE STANDARD AND SUPPLEMENTAL TERMS AND CONDITIONS OF THIS PERMIT. \*\*\*

PERMITTEE INITIAL <sup>Initial</sup> BE

Reviewed By: <sup>Signed by:</sup> Kelly Stein 11/26/2024  
District 2 Engineering Services Manager Date

Permittee: Becca Epstein 12/06/2024  
Name Date  
<sup>Signed by:</sup> Becca Epstein  
Signature

This Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapter 408 NRS, and subject to the terms and conditions stipulated to perform the activity described.

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

Approved By: <sup>DocuSigned by:</sup> Andrew Lawrence 12/06/2024  
Director of District Engineering Date

NDOT District 2 Permit Office  
310 Galletti Way, Sparks, NV 89431  
V5. 05/06/2024

Permittee Initials <sup>Initial</sup> BE

1. On SR 445 (Intersection of Pyramid Way and G Street)
  - i. HES “P” 29+82.31 34.34’ Lt. (WA 0.590/0.590) to HES “P” 30+03.15 10.32’ Rt. (WA 0.594/0.594),
  - ii. Replace water main – install approximately 45’ of new 6-inch ductile iron pipe and hot tap valve, remove approximately 50’ of 6-inch cast iron pipe, elbows and appurtenances. Use trenching method to install new pipe, repave roadway upon completion of water main installation and removal.

All work shall be in accordance with attached plans by Keller Associates dated 08/20/2024 (G Street Sewer Improvements). Any conflicts between the attached plans and NDOT Standards and Specifications shall be documented in writing and submitted to the District 2 Permit Office for acceptance prior to implementation. Written requests to deviate from NDOT Standards and Specifications must identify the standard, identify the proposed deviation, identify any proposed mitigation, suggest how proposed deviation and mitigation meets the intent of NDOT Standards and Specifications and suggest why the deviation is reasonable and safe. Deviation letters must be signed and stamped by an engineer registered in the State of Nevada.

## General

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2. PERMITTEE agrees to all the District 2 Permit Office Standard Terms and Conditions listed within this document as well as all Terms and Conditions listed in the Supplemental Terms and Conditions.
3. This approved permit package, shall be available at all times during construction. All Permittee contractors and subcontractors connected with this permit shall have a complete copy of this permit package on the work site. The permit activity may be ordered to cease by the District 2 Representative if a copy of the complete permit package is not available.
4. All work authorized by this permit will be completed within one year from date of issuance thereof, or this permit will be revoked; except upon written request, the PERMITTEE may be given, at the discretion of NDOT, an extension.
5. PERMITTEE’s shall contact the District 2 Permit Office at (775) 834-8330, 3 or by email at [D2Utilities@dot.nv.gov](mailto:D2Utilities@dot.nv.gov), to have a pre-construction meeting, with the District 2 Utility Inspector, prior to commencement of any work.
6. PERMITTEE shall contact the District 2 Utility Inspector at (775) 834-8330, option 3 or by email at [D2Utilities@dot.nv.gov](mailto:D2Utilities@dot.nv.gov), a minimum of five (5) working days prior to the anticipated beginning of construction and five (5) working days prior to any lane closure (NDOT accepted temporary traffic control plans).
7. The standard hours of work shall be from 7:00 AM to 3:30 PM, daily, Monday through Friday, provided all through lanes of traffic are unrestricted by activity in progress. If traffic is restricted by activity in progress, hours of work shall be from 9:00 PM to 5:30 AM, nightly,

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BE

Sunday night through Friday morning. Any change in work will be changed in the Supplemental Terms and Conditions.

8. No work shall be allowed in the NDOT right-of-way from 5:00 AM the working day before a holiday through 7:00 PM the working day after a holiday, unless prior written approval has been given by the District 2 Permit Office. To obtain approval, submit a formal Letter of Request to the District 2 Utility Inspector. The letter shall be addressed to the District 2, District Engineer, Bhupinder Sandhu, signed by the PERMITTEE and submitted at least five (5) working days prior to the holiday.

NDOT recognized holidays are as follows:

- January 1, New Year’s Day
- Third Monday in January, Martin Luther King Day
- Third Monday in February, President’s Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth National Independence Day
- July 4, Independence Day
- First Monday in September, Labor Day
- Last Friday in October, Nevada Day
- November 11, Veteran’s Day
- Fourth Thursday in November, Thanksgiving Day
- Fourth Friday in November, Family Day
- December 25, Christmas Day

9. All work performed under this permit or for routine maintenance or emergency situations will be in accordance with the current editions of the State of Nevada:

- i. Terms and Conditions Relating to Right-of-Way Occupancy Permits (2021)  
<https://www.nevadadot.com/Home/ShowDocument?id=8440>
- ii. Standard Specifications for Road and Bridge Construction (2014)  
<https://www.nevadadot.com/home/showdocument?id=6916>
- iii. Standard Plans for Road and Bridge Construction (2022)  
<https://www.dot.nv.gov/home/showpublisheddocument/21537/638150725828230000>
- iv. Access Management System and Standards (2017)  
<https://www.nevadadot.com/home/showpublisheddocument?id=11581>
- v. The American Association of State Highway and Transportation Officials (AASHTO) publications (2024) <https://store.transportation.org/>
- vi. National Electrical Safety Code (2023) [https://forms1.ieee.org/NESC-2023.html?LT=LG\\_WB\\_Innovate\\_LM\\_NESC\\_Innovate\\_Carousel](https://forms1.ieee.org/NESC-2023.html?LT=LG_WB_Innovate_LM_NESC_Innovate_Carousel)
- vii. "A Guide for Accommodating Utilities within Highway Right-of-Way" (2005)  
<https://store.transportation.org/Item/PublicationDetail?ID=1361>
- viii. "A Policy on the Accommodations and Installation of Utilities on State and Federal-Aid Highways, within the State of Nevada"  
<https://www.leg.state.nv.us/nac/NAC-408.html>

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**10.** All work will be accomplished to the satisfaction of the District 2, District Engineer, Bhupinder Sandhu. All construction will be in conformance with the requirements, rules, and regulations of the State of Nevada Public Utilities Commission, the State of Nevada Industrial Insurance System and the State of Nevada Labor Commission.

**11.** Advertising within the NDOT right-of-way is restricted per NRS 405.110. It is the PERMITTEE's responsibility to understand and comply with all applicable local, state and federal requirements regarding advertising within the right-of-way.

**12.** NDOT right-of-way permits are issued with the understanding that any particular action will not be considered as establishing any precedent on the question of the expediency of permitting any kind of right-of-way occupancy to be erected within the right-of-way of state highways, or as to any utility or acceptability of any such permits as to any other or future situations.

**13.** PERMITTEE agrees to indemnify, defend and save harmless the State of Nevada and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the PERMITTEE, or its contractors, agents, or the employees of any one or all of them, or by the officers, agents, or employees of the State of Nevada, unless it is established by the PERMITTEE that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the State of Nevada. Costs and expenses will include but are not limited to, the amount of the judgment, court costs, litigation expenses, expert witness fees, and reasonable attorney fees.

**14.** Contact "UNDERGROUND SERVICE ALERT" not less than two (2) working days, but not more than fourteen (14) days, before starting any excavation. Contact by telephone at 811 or online at [www.usanorth811.org](http://www.usanorth811.org) and comply with all instructions so received.

**15.** PERMITTEE shall submit an email to [D2DigAlert@dot.nv.gov](mailto:D2DigAlert@dot.nv.gov) for all NDOT locates. Supply the permit number, route with mile post, plan sheets, location sketch and work schedule. Email submittal must be done not less than five (5) working days before starting any excavation.

**16.** No pavement shall be cut.

**17.** All work within the NDOT right-of-way shall be in compliance with the Americans with Disabilities Act.

**18.** PERMITTEE shall be responsible for maintaining the integrity of the roadway surface during construction. Dust, dirt, mud, gravel, etc. carried onto the roadway surface shall be removed on a regular basis (at least once a day or as requested by NDOT personnel). Failure to

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comply may result in NDOT having the roadway cleaned and the cost for the clean-up billed to the PERMITTEE.

19. PERMITTEE shall not store equipment, materials or spoils in right-of-way outside of normal working hours.

20. In the event of forecasted inclement weather conditions, PERMITTEE shall ensure that permit activities are ceased, and that the right-of-way has been prepared and is safe for weather related maintenance activities and motorists.

## **Traffic Control**

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21. The Department Standard Plans for Traffic Control shall apply to this permit unless a Site-Specific Traffic Control Plan (SPTCP) is submitted to the District 2 Utility Inspector. Refer to Condition 9, Section iii, for the Standard Plans.

22. All persons working in the NDOT right-of-way shall wear OSHA approved reflective clothes, not limited to hats and vests. All vehicles occupying the public Right-of-Way shall be equipped with reflective markings and an overhead strobe light. Survey staff shall use all possible caution while performing facility or topographic surveys.

23. PERMITTEE shall only use legalized Interstate Exits as turnarounds. PERMITTEE shall not use Emergency Vehicle Turnarounds as a means of travel or use for U-Turns. Any incident arising from activities pertaining to the permitted access will be considered as willful misconduct and result in revocation of access.

24. If an incident (accident/crash) occurs within the placed temporary traffic control, the PERMITTEE shall not modify or tamper with the existing traffic control devices. All traffic control devices shall remain for the incident investigation team. Temporary incident signage (pink color) may be placed to alert motorists of an incident event. The PERMITTEE shall receive verbal or written approval prior to modifying or removing temporary traffic control devices after the incident.

## **Amendments, Letters of Request, Transfers, and Time Extensions**

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25. An Amendment may add, take away or change the terms and conditions of this permit. When initiated by the PERMITTEE, a formal request shall be made to District 2 Permit Office. Upon completion of the construction and NDOT's acceptance of the work, all construction shall be considered complete, and no Amendments may be issued. Any future improvements shall require a new encroachment permit.

26. All formal requests shall be processed through the District 2 Permit Office. This includes, but not limited to:

- i. Amending the accepted Additional Terms and Conditions
- ii. Time extension for permitted construction activities

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BE

- iii. Construction hours of operations
- iv. Allowance the day before, during, and after scheduled holiday or special event.

27. PERMITTEE may not transfer, convey, or assign this permit, or any privilege or responsibility contained here.

28. A formal request letter, addressed to the District 2, District Engineer, Bhupinder Sandhu, shall be signed and submitted by the PERMITTEE to the District 2 Permit Office. During permitted construction, coordinate any formal requests through the District 2 Inspector. NDOT will not be responsible for any administration delay as a result of the PERMITTEE or a representative of the PERMITTEE not submitting the formal request to the District 2 Permit Office for processing.

### **Additional Permits and Surveys**

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29. Prior to commencement of any work within the NDOT right-of-way, PERMITTEE must:
- i. Obtain any and all other permits required by Federal and State law or local ordinances.
  - ii. Obtain and abide by any and all environmental permits applicable under, but not limited to, the “Clean Air Act” the “Clean Water Act” and “Endangered Species Act.”

30. For any activity to be performed within Washoe County, PERMITTEE is required to contact the Washoe County Air Quality Management Division at (775) 784-7200, to ensure compliance with the county dust control regulations.

31. PERMITTEE shall not disturb NDOT survey control points. PERMITTEE shall coordinate reestablishment of disturbed survey monuments with NDOT Location Division, Gary Nelson at (775) 888-7486. Monuments shall be replaced by a Nevada Licensed Professional Land Surveyor (PLS), per NDOT “Special Instructions for Survey, Mapping, or GIS Consultants” and Nevada Revised Statute (NRS).

### **Gates and Fencing**

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32. Any Control of Access fence to be removed shall be surveyed by an NDOT approved Nevada Professional Licensed Surveyor (PLS). The PLS shall contact Gary Nelson at (775) 888-7486 for survey control information. In addition, the PLS shall confirm that the existing Control of Access fence is coinciding with the property line. If there is any discrepancy the PLS shall contact Greg Bigby at (775) 888-7470 to resolve the issue. A copy of the boundary survey shall be submitted to the District 2 Permit Office.

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BE

- 33.** Temporary construction fence shall be placed prior to removal of the Control of Access fence. After construction is completed, the new fence shall be surveyed and staked by an approved Nevada Professional Licensed Surveyor (PLS), and a copy of the boundary survey submitted to the District 2 Permit Office. PERMITTEE's Contractor shall not access the fence removal operation or the new fence construction from the NDOT right-of-way, roadway or ramp, at any time during the permit work.
- 34.** Permittee shall not disturb any right-of-way fencing.
- 35.** All staging areas must be at least 100' away from the terminus of a livestock or wildlife fence as well as any escape features such as 1-way gates or escape ramps.

## Hydraulics

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- 36.** PERMITTEE shall conform to Appendix "E" - Hydraulic Guide for Fiber Optic/Utility Line Installation" of the State of Nevada, Terms and Conditions Relating to Right-of-Way Occupancy Permits, 2021 Edition, for all new utility and fiber optic installations within the NDOT right-of-way. Any utility installation crossing an irrigation or water drainage channel shall be concrete encased and placed to the depth specified in Appendix "E" below the elevation of the channel bottom.
- 37.** PERMITTEE shall not remove or replace storm drainpipe during construction. If field constraints exist requiring the removal of the pipe, the Permittee shall submit an amendment or letter of request prior to the storm drainpipe being replaced. NDOT shall specify the pipe material, class and size. The pipe joints shall be per NDOT Standard Detail DS-4. PERMITTEE shall not encase the storm drain.

## Stormwater

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- 38.** PERMITTEE shall conform to Section "XI ENVIRONMENTAL" of the State of Nevada, Terms and Conditions Relating to Right-of-Way Occupancy Permits, 2021 Edition, in its entirety.
- 39.** Permittee shall confirm if coverage under a National Pollutant Discharge Elimination System - Stormwater Construction General Permit is required.
- 40.** PERMITTEE shall maintain an ongoing dust control program, including watering of open areas, conforming to the latest Federal, State, and County air pollution regulations. PERMITTEE shall submit a dust control plan for approval to the appropriate air pollution control division and the approved plan shall be available at the job site, prior to commencement of any work within the right-of-way.
- 41.** PERMITTEE shall ensure that contractors and subcontractors, that are moving equipment and materials from the project site into the right-of-way, where noxious weeds are present, shall wash and clean equipment prior to being moved.

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## **Environmental**

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**42.** If any species are listed by either the US Fish and Wildlife (USFWS) or by the State, the PERMITTEE must have a qualified biologist complete a field assessment and determine species presence or absence and contact the appropriate agencies to determine what mitigation methods are required if found. PERMITTEE must submit copies of any reports and documentation of any required agency consultations to NDOT.

**43.** The PERMITTEE must follow all BMPs to avoid impacts to all federal or state listed species and must submit copies of any reports and documentation of any required agency consultations to NDOT.

**44.** BATS: If bats are identified roosting within the permitted area contact the Nevada Department of Wildlife (NDOW) for proper guidance. An avoidance area with a 100' radius must be maintained until formal guidance is received. For information on how to contact NDOW go to: <https://www.ndow.org/contact-us>

**45.** MIGRATORY BIRD TREATY ACT (MBTA): Vegetation/structure removal shall be conducted to conform with the MBTA to avoid impacts to listed migratory birds (50 CFR 10.13) that may be actively utilizing vegetation or structures for nesting. When possible, vegetation and structure removal should not occur during avian breeding season (generally March 1 through July 31), but raptors and owls may begin nesting as early as January. As these dates are a general guideline, active nests may be observed outside this range. If vegetation/structure removal must occur during avian breeding season, nesting surveys must be conducted by a qualified biologist. If nesting sites are found within the project limits, US Fish and Wildlife must be consulted to determine a suitable buffer area around the nest site. Buffer areas around the nest site should be flagged as an avoidance area and no disturbance should occur within the avoidance area while the nest is occupied with eggs and/or young. Once young have left the nest, the avoidance area can be removed, and work can resume. For more information on the Migratory Bird Treaty Act go to: <https://fws.gov/law/migratory-bird-treaty-act-1918>

**46.** NOXIOUS WEEDS: The PERMITTEE shall complete the Noxious Weed Management Checklist/Plan Appendix I (<https://www.dot.nv.gov/home/showpublisheddocument/14452/636668977566870000>) describing how they will prevent the introduction and spread of noxious weeds. The PERMITTEE must keep a copy of the completed Noxious Weed Management Checklist/Plan on site while working within the Department's right-of-way. At Department's request, the PERMITTEE shall provide a copy of the Noxious Weed Management Checklist/Plan to NDOT Environmental Services for review and approval. For more information Nevada noxious weeds, go to: <http://agri.nv.gov/NoxiousWeeds/>

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## **Emergency**

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47. Emergency is defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate the loss of, or damage to, life, health, property, or essential public services. Emergency work is not scheduled work, if emergency work can be scheduled an applicable permit will be needed.
48. For emergencies during business hours, 8:00am to 5:00pm contact the District 2 Permit Office at 775-834-8330, option 1, and during non-business hours, 5:00pm to 8:00am contact the District 2 Permit Inspection Team at (775) 834-8330, option 2.
49. Provide the following information to the District 2 Permit Office when providing notification of emergency work.
- i. PERMITTEE's contact information for the emergency.
  - ii. Location of the emergency. (City/Route)
  - iii. Description of the emergency.
  - iv. Description of the traffic impact. (Traffic Control needs)
  - v. Estimated time to complete emergency work.
50. For emergencies, conducted without a permit, the permittee shall submit a permit application to the District 2 Permit Office upon initial completion of the emergency work by the next business day.
51. Should NDOT ITS Fiber Optic Line be encountered during work, immediately contact the NDOT ITS TOTS 24/7 phone number at 1-(877)-638-6777.

## **Enforcement**

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52. Inspection staff will communicate with permittee of potential violation/enforcement action. PERMITTEE has two weeks to resolve the issue.
53. Permit Office Staff will send first violation/enforcement letter outlining the deficiency identified, PERMITTEE has 30 days to resolve the issues. If no resolution is reached, escalate to next step.
54. Permit Office will send second violation/enforcement letter outlining the deficiency identified. PERMITTEE has 30 days to resolve issues. If no resolution is reached, escalate to next step.
55. Permit Office will send third violation/enforcement letter outlining the deficiency. PERMITTEE has 30 days to resolve issues. If no resolution is reached, escalate to next step.

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**56.** Permit Office will send violation/enforcement to the Attorney General's Office outlining the deficiency. PERMITTEE will need to address concerns with the AG's office from here.

### **Field Acceptance and Final Completion**

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**57.** PERMITTEE shall submit "As-built" plans to the District 2 Permit Office showing the exact locations and depths, on both plan and profile, within thirty (30) days of completion of construction.

**58.** PERMITTEE shall return all highway appurtenances, disturbed or destroyed, to a condition equal to or better than the original condition, and in accordance with NDOT Standard Plans and Specifications.

**59.** All disturbed areas, left undeveloped for longer than twenty (20) days, shall be stabilized by the application of an approved dust palliative. PERMITTEE shall be responsible for the condition of the disturbed area until vegetation is established.

**60.** PERMITTEE shall maintain noxious weed control in disturbed areas, until the desired vegetation is established.

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# DISTRICT 2 PERMIT OFFICE SUPPLEMENTAL TERMS AND CONDITION

V5. 5/3/2024

NEVADA DEPARTMENT OF TRANSPORTATION 310 Galletti Way, Sparks, NV, 89431

## General

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1. The hours of work shall be from 7:00 AM to 3:30 PM, daily, Monday through Friday, provided all through lanes of traffic are unrestricted by activity in progress. If traffic is restricted by activity in progress, hours of work shall be from 9:00 PM to 5:30 AM, nightly, Sunday night through Friday morning. Any change in work hours must receive prior written approval from the District 2 Permit Office, submitted at least five (5) working days prior to the day you wish to work adjusted hours.
2. Aerial crossings shall be done between 12:00 AM and 6:00 AM, nightly, Sunday night through Thursday morning. PERMITTEE shall contact the Nevada State Police Highway Patrol (DPS) for assistance with traffic during the aerial crossing, or a closure utilizing flaggers will be required. Any change in work hours must receive prior written approval from the District 2 Permit Office.
3. PERMITTEE shall coordinate all traffic control (ramp closure) and construction activities with the NDOT C913 Resident Engineer, Patrick Vradenburg at phone number 775-888-7942 or at email [pvradenburg@dot.nv.gov](mailto:pvradenburg@dot.nv.gov). Reference your permit number indicated above when providing work notification.
4. All existing facilities to be replaced or designated abandoned shall be completely removed from the NDOT right-of-way.
5. No potholing of the roadway without written authorization.
6. All existing utilities to be replaced or designated to be abandoned, shall be completely removed from the NDOT right-of-way.

## Revocable

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7. In the event the NDOT right-of-way, encumbered by this permitted encroachment, is needed for future highway purposes, PERMITTEE agrees to modify, adjust, remove or relocate the facility authorized herein, at no cost to the State of Nevada.

## Open Trenching

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8. The minimum utility installation depth of cover shall be forty-two inches (42") in the NDOT right-of-way.
9. PERMITTEE shall remove large rocks four inches (4") or larger unearthed during construction from the surface of the right-of-way area. The rocks shall be disposed of by burying in approved locations or used as riprap in approved drainage locations.

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## **Backfill**

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10. All backfill material shall conform to the NDOT Standard Specifications: Section 207 for granular backfill and Section 302 for aggregate base. Material shall be from a NDOT source-accepted pit. Submittals for materials, certified by the NDOT Headquarters lab, dated within one year of construction, are due prior to the beginning of construction.

## **Pipe Encasement**

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11. In accordance with NAC 408.453, all pipes carrying fluid or gaseous substances within the roadway prism shall be encased.

12. Casings shall be designed to support the load of the highway and superimposed loads thereon and, as a minimum should equal the structural requirements for highway drainage facilities.

13. Casing shall be composed of material of satisfactory durability under conditions to which they may be exposed.

14. The design calculations shall be submitted with the application and must be signed and sealed by a Nevada Licensed Engineer.

15. The District Engineer may waive the requirements of this section if an engineering analysis indicates that casing is not necessary.

## **Concrete**

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16. Concrete mix designs for Standard Occupancy Permits will be previously approved NDOT mix designs (approved within the last 12 months), for each designated application.

## **Milled Surfaces**

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17. PERMITTEE may allow traffic on a mechanically milled pavement surface, for a period not to exceed five (5) calendar days.

18. PERMITTEE shall mechanically mill only the quantity of pavement that can be paved within the same shift.

19. All roadway widening in the NDOT right-of-way shall match the existing roadway structural section, both by the material types and depths.

## **Paving**

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20. Dense-grade asphaltic concrete mix designs for Standard Occupancy Permits shall be previously approved NDOT mix designs (approved within the last 12 months).

Permittee Initials Initial  
BE

21. Open-grade asphaltic concrete mix designs for Standard Occupancy Permits shall be previously approved NDOT mix designs (approved within the last 12 months).
22. The open-grade hot asphaltic concrete shall be placed only when atmospheric temperature in the shade and the pavement surface temperature are above sixty degrees Fahrenheit (60° F). In the event that the ambient or surface temperature specifications cannot be achieved during the placement of the permanent patch, the dense grade shall be paved flush with the existing surface. The permanent patch shall be mechanically milled one inch (1”) deep and open-graded at the earliest time when both the ambient and surface temperature specifications can be achieved. The open grade shall be placed within 48 hours of the completion of the milling operation. The limits of the pavement milling, and replacement shall be adjusted in the field by the District Inspector.
23. PERMITTEE’s contractor shall construct longitudinal joints between the existing paved section and new paved approaches or roadway using a “keyed-in” method, per the attached detail.
24. All permanent patches shall meet the specifications set forth in Sections 402.03.05 and 403.03.04 - Surface Tolerances, of the State of Nevada Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
25. The limits of the permanent patch shall be adjusted in the field by the District 2 Utility Inspector.
26. Restored paved areas shall be maintained by the PERMITTEE until such time as they are overlaid or reconstructed by NDOT. In the event of settlement in the area of the patched surface, NDOT may require the PERMITTEE to repair the disturbed area to correct the problem. Failure by the PERMITTEE to do so may result in necessary replacements and repairs by NDOT or its contractors. Actual direct and related indirect costs incurred by NDOT in performing the repairs or replacement shall be billed to the PERMITTEE.

### **Pavement Markings**

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27. All pavement markings damaged by construction activities shall be replaced. Striping limits shall be adjusted in the field by the District 2 Utility Inspector.
28. All permanent pavement markings shall be either hot applied or preformed thermoplastic and shall conform to the NDOT Standard Specifications Section 634 for pavement marking film.

### **Testing**

---

29. PERMITTEE shall supply a certified testing technician for compaction tests of aggregate base and asphaltic concrete, at the direction of the District 2 Utility Inspector.

Permittee Initials Initial  
BE

30. PERMITTEE's contractor shall submit material test results, performed or certified by the NDOT Materials Division, dated within one year of the submission, prior to the beginning of construction.

### **Steel Plates**

---

31. Steel plate shall not be used on any paved surface maintained by NDOT. All temporary patches open to traffic shall be paved with hot plant mix asphaltic concrete. Cold mix asphalt shall not be used on roadways maintained by the NDOT.

32. No plates will be allowed during wet weather events or during heavy icing/frosting to the road surface.

33. The use of steel plates will be evaluated on a week-by-week basis with the District 2 Utility Inspector, to include plate overall length.

34. Steel Plates must be inset in the roadway and bolted down and be treated with skid resistant coating anytime while in place.

35. Any issues arising from the use of trench plates may result in immediate revocation until a resolution can be achieved.

### **Signs and Guideposts**

---

36. PERMITTEE shall re-install signs, object markers, milepost panels, marker posts and guideposts disturbed during construction by the end of the working day.

37. All vertical drop-offs three inches (3") or greater, that are within the roadway clear zone, shall be protected by an NDOT approved method.

### **Traffic Control**

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38. PERMITTEE shall not use the NDOT right-of-way for construction truck staging or deliveries. All truck staging and deliveries shall be accomplished outside of the NDOT right-of-way.

39. PERMITTEE shall maintain two-way alternating traffic at all times during construction. This will require the use of flaggers and/or pilot vehicles.

40. PERMITTEE shall set up traffic control to accommodate for the needs of pedestrians and/or bicyclists.

Permittee Initials 



- 41.** The work of setting up and tearing down traffic control devices as required shall be completed each day within the hours specified on the permit and/or on the approved traffic control plan. All traffic control devices shall be completely removed from the roadway and sidewalk at the end of the work period.
- 42.** All traffic control shall conform to the Manual on Uniform Traffic Control Devices, “Chapter 6,” and the State of Nevada, Standard Plans for Road and Bridge Construction, 2022 Edition.
- 43.** Regardless of traffic control operations, do not stop public traffic for more than a 20-minute duration and do not delay it for more than 30 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (20 minutes stopped, 30 minutes total delay). Should these delay restrictions be exceeded, work will be immediately suspended. If work is suspended, submit a written revised construction plan which addresses the delay problem. Upon approval of the plan the construction operations may resume.
- 44.** All Category 1 & 2 Traffic Control Devices used on NDOT roadways shall be National Cooperative Highway Research Program (NCHRP) Report 350 compliant. PERMITTEE and/or contractor shall have manufacturer’s certificates of compliance available at the project site.
- 45.** All traffic control devices are subject to being rated by the District 2, Utility Inspector for serviceability condition to the current American Traffic Safety Services Association (ATSSA) publication “Quality Standards for Work Zone Traffic Control Devices” which is available from the American Traffic Safety Services Association, 15 Riverside Parkway, Fredericksburg, VA 22406, Phone: (540) 368-1701. Any device determined by the Inspector to not meet these quality standards shall be replaced with an acceptable device.
- 46.** Any appurtenance installed that represents a hazard to the travelling public shall be protected in accordance with the AASHTO Roadside Design Guide, current edition, and approved by NDOT prior to installation.
- 47.** PERMITTEE shall submit a temporary traffic control plan for acceptance by District 2 Permit Office prior to the permit being issued and commencement of any work in the NDOT right-of-way. This traffic control plan shall be available at the job site at all times during construction.
- 48.** Any temporary speed reductions in work zones must be approved by NDOT. Submit requests to the District 2 Utility Inspector and allow up to 4 weeks for processing.
- 49.** Any deviation from the accepted temporary traffic control plans shall require prior approval by District 2 Permit Office. PERMITTEE shall contact the District 2 Utility Inspector for direction.

Permittee Initials Initial  
BE

## **Maintenance**

---

**50.** Maintenance and repair of driveway(s), drainage, sidewalks, signage, pavement markings and any other facility appurtenances installed in the NDOT right-of-way shall be the responsibility of the PERMITTEE in perpetuity, unless specifically outlined in the following conditions. Any future modifications to these facilities shall require a new Standard Encroachment Permit.

**51.** Maintenance and repair of any utilities installed in the NDOT right-of-way shall be the responsibility of the PERMITTEE in perpetuity, unless specifically outlined in the following conditions. Any future modifications to these facilities shall require a new encroachment permit.

**52.** PERMITTEE will ensure that the continuing responsibility for upkeep and repair of any new facility erected or installed in connection to this permit will be transferred to the PERMITTEE's successors in interest or assigns.

## **Utilities**

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**53.** All new facilities shall be placed a minimum of three feet (3') clear distance from new or existing NDOT facilities, except in areas where special protection methods have been planned, reviewed and approved by NDOT.

**54.** Utility Maintenance is defined as actions performed on a regularly scheduled basis to preserve the intended working condition of the facility, or minor actions to correct a reoccurring problem.

- i) For underground maintenance, this consists of opening existing manholes to repair underground facilities and uncovering no more than fifty (50) feet of cables or lines buried in earth portions of highway right-of-way.
- ii) For overhead maintenance, this consists of replacing poles, guy poles, and cross arms in exact location in no more than two consecutive sites.

**55.** Utility Design Modification is defined as a change in the approved facility, or major actions to correct a reoccurring problem.

**56.** PERMITTEE shall submit a temporary occupancy permit application for any utility maintenance activities within the NDOT right-of-way. All other modification or maintenance work not identified in Utility Maintenance shall require a new encroachment permit.

**57.** PERMITTEE shall submit an encroachment permit application for any utility design modification within the NDOT right-of-way.

**58.** The removal and/or installation of fiber optics not included in this permit shall require a new encroachment permit. Failure to comply may result in permit revocation.

Permittee Initials Initial  
BE

## **Stormwater**

---

**59.** RCP implementation shall occur until all permitted work is complete and NDOT acceptance is granted.

## **Environmental**

---

**60.** NDOT Environmental requires the utility owner, permittee, to have a Hazardous Material (asbestos) Mitigation Plan prior to and implemented during construction. After construction PERMITTEE is asked to submit as-built records showing the hazardous to NDOT Environmental.

**61.** The permit area has been screened by NDOT for the potential to contain naturally occurring asbestos (NOA) and erionite. Based on NDOT screening there is potential these minerals may be present at the site. The PERMITTEE shall evaluate the soil and rock that may be disturbed for the potential of containing NOA or erionite. This can be done by looking at the geology and/or sampling and analyzing the earthen material. Once the potential for NOA and erionite are determined the PERMITTEE is responsible for determining the procedures necessary to reduce exposure to their employees and the general public to NOA or erionite fibers. At a minimum dust control measures should include no visual dust evident on or leaving the project site. Based upon the length of the project and the concentration of the NOA and erionite detected in soil or rock the PERMITTEE may employ other procedures to protect workers and the general public. These could include, but not be limited to the following: control of access, cleaning of equipment before it leaves the site, use of personal protective equipment, monitoring of personnel for exposure, and monitoring ambient air. The PERMITTEE is responsible for the health and safety of their employees as it relates to NOA and erionite.

## **Field Acceptance and Final Completion**

---

**62.** PERMITTEE shall coordinate with District 2 Utility Inspector to determine restoration and re-seeding requirements.

Permittee Initials Initial  
BE



JOE LOMBARDO, Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

District II Permits  
310 Galletti Way  
Sparks, Nevada 89431  
Director  
775-888-3040

TRACY LARKIN-THOMASON P.E.,

November 14, 2024

Truckee Meadows Water Authority  
Attn: Becca Epstein  
1355 Capital Blvd  
Reno, NV, 89502

**RE: Request for Deviation  
Permit 219020-24  
Deviation is Denied**

Dear Permittee,

You are hereby advised that your Request for Deviation has hereby been **DENIED** by the Nevada Department of Transportation, District 2 Permit Office.

This DENIAL will be included with your permit package that shall be available at the work site at all times during construction.

If you have questions regarding the Nevada Department of Transportation, District 2 Permit Office permitting process, please contact our office at (775) 834-8330 option 1, or email at [d2permits@dot.nv.gov](mailto:d2permits@dot.nv.gov).

Sincerely,

DocuSigned by:  
A handwritten signature in cursive script that reads "Jeremy Roberts".  
CAEEC42D04334DE...

Jeremy Roberts  
District 2 Permit Supervisor

JJR/jjr

Attachment: Permittee Request for Deviation  
cc: read-file



August 16, 2024

Bhupinder Sandhu, P.E., District II Engineer  
State of Nevada Department of Transportation, District II  
310 Galletti Way  
Sparks, NV 89431

RE: Letter of Request for Daytime Work Hours

Dear Mr. Sandhu,

TMWA is requesting daytime work hours of 7:00am to 7:00pm (Monday to Friday) for TMWA's proposed work on G Street within the NDOT right-of-way. The approx. location of work is STA "P" 29+82.39, 10.36' RT to STA "P" 29+82.31, 34.34' LT and STA "P" 29+91.36, 34.66' LT to STA "P" 30+03.15, 10.32' RT.

G Street is a residential street, in a heavily residential area, and daytime work hours will minimize impacts and disruptions to the residents during construction. Daytime work hours will also minimize impacts and disruptions to TMWA's distribution system, and TMWA staff will be readily available to quickly respond to any instances that may arise. Overall, daytime work hours will also assist with ensuring the work is completed as quickly, and efficiently, as possible.

On behalf of TMWA and its customers, thank you in advance for your kind consideration. Please let me know if you would like any additional information supporting this request.

Sincerely,

**Becca**  
**Epstein** Digitally signed  
by Becca Epstein  
Date: 2024.08.16  
13:35:26 -07'00'

Becca Epstein, P.E.  
Senior Construction Engineer  
Truckee Meadows Water Authority  
bepstein@tmwa.com  
(775) 834-8057



JOE LOMBARDO, Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

District II Permits  
310 Galletti Way  
Sparks, Nevada 89431  
Director  
775-888-3040

TRACY LARKIN-THOMASON P.E.,

November 14, 2024

Truckee Meadows Water Authority  
Attn: Becca Epstein  
1355 Capital Blvd  
Reno, NV, 89502

**RE: Request for Deviation  
Permit 219020-24  
Deviation is Approved**

Dear Permittee,

You are hereby advised that your Request for Deviation has hereby been **APPROVED** by the Nevada Department of Transportation, District 2 Permit Office.

The following conditions must be implemented along with the request:

- Deviate from using NDOT standard terms and conditions for concrete encasement.

This APPROVAL will be included with your permit package that shall be available at the work site at all times during construction.

If you have questions regarding the Nevada Department of Transportation, District 2 Permit Office permitting process, please contact our office at (775) 834-8330 option 1, or email at [d2permits@dot.nv.gov](mailto:d2permits@dot.nv.gov).

Sincerely,

DocuSigned by:  
A handwritten signature in cursive script that reads "Jeremy Roberts".  
CAEEC42D04334DE...

Jeremy Roberts  
District 2 Permit Supervisor

JJR/jjr

Attachment: Permittee Request for Deviation  
cc: read-file



August 16, 2024

Bhupinder Sandhu, P.E., District II Engineer  
State of Nevada Department of Transportation, District II  
310 Galletti Way  
Sparks, NV 89431

RE: Request to Waive Requirements for Casing per NAC 408.453

Dear Mr. Sandhu,

TMWA requests the Requirements for Casing specified in NAC 408.453, be waived for this project per NAC 408.453, Paragraph 2. For connection to an existing water main within the roadway, which is the type of installation proposed for this project, installation within a casing is neither practical nor desired.

Of primary concern when installing a water main inside a casing is future access to the water main for repair. If a leak were to develop in the water main inside the casing, it is unknown where the water would surface and how TMWA personnel would determine the exact location of the leak. TMWA would have to excavate a large pit in the roadway, remove an unknown length of casing and carrier pipe until the leak was located, make repairs as needed, and finally reassemble the pipeline. For an alternate full circumferential concrete slurry encasement, a leak may surface many feet from where the leak is located. To repair, TMWA would have to excavate at the location where the leak “surfaced” then expose the pipe to where the leak is truly located. Both scenarios are very time and labor intensive, can result in long-term customer outages, and create a significant disturbance to the roadway and traffic.

The water main material TMWA is proposing to install is Pressure Class 350, fully restrained-joint, ductile iron pipe. Ductile iron is a robust material with a long history of being installed under roadways. The selected Pressure Class 350 ductile iron pipe is designed to fully support the load of the highway and the loads imposed thereon from depths of cover ranging from 2-1/2 feet up to 65 feet.

On behalf of TMWA and its customers, thank you in advance for consideration of this deviation request. Please let me know if you would like any additional information supporting this deviation request.

Sincerely,

**Becca**  
**Epstein**

Digitally signed  
by Becca Epstein  
Date: 2024.08.16  
13:46:32 -07'00'

Becca Epstein, P.E.  
Senior Construction Engineer  
Truckee Meadows Water Authority  
bepstein@tmwa.com  
(775) 834-8057



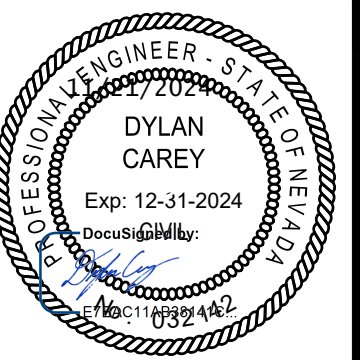
# NDOT OCCUPANCY PERMIT 'G' STREET WATER MAIN RELOCATION

SPARKS

WASHOE COUNTY

NEVADA

SECTION 5, T19N, R20E M.D.M.  
TMWA PROJECT NO.: 10-0001.120

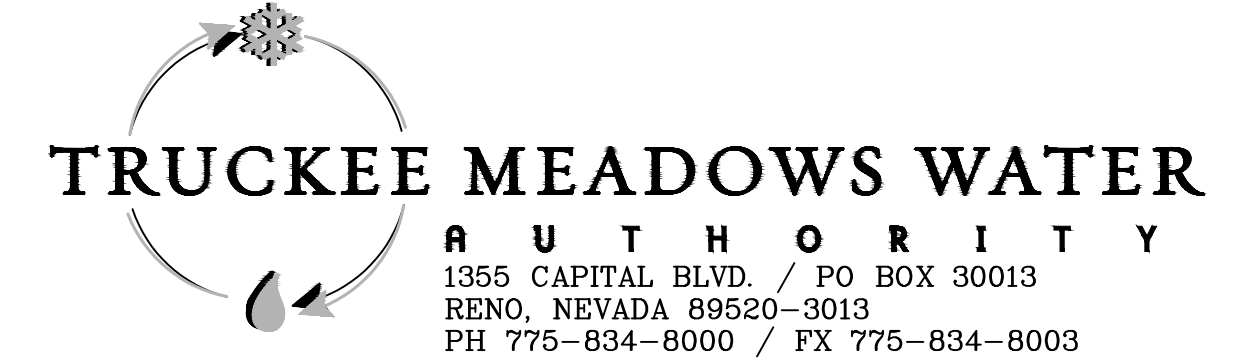


NO.	REVISIONS	DATE

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### LIST OF DRAWINGS

- G-001 - COVER SHEET
- C-001 - SYMBOLS & LINE LEGEND
- C-406 - PLAN & PROFILE - G STREET NEW WATER MAIN
- C-502 - DETAILS SHEET
- C-503 - DETAILS SHEET



## TRUCKEE MEADOWS WATER AUTHORITY

**JOHN ZIMMERMAN**  
GENERAL MANAGER

### CONSTRUCTION PROJECT COORDINATOR

**BECCA EPSTEIN, PE**  
OFFICE: 775-834-8057

**INSPECTOR**  
**TIM MCELVAIN**  
OFFICE: 775-528-2530

**CIVIL ENGINEER**  
**KELLER ASSOCIATES**  
OFFICE: 775-451-7288

CITY OF SPARKS

G STREET SEWER IMPROVEMENTS

COVER SHEET

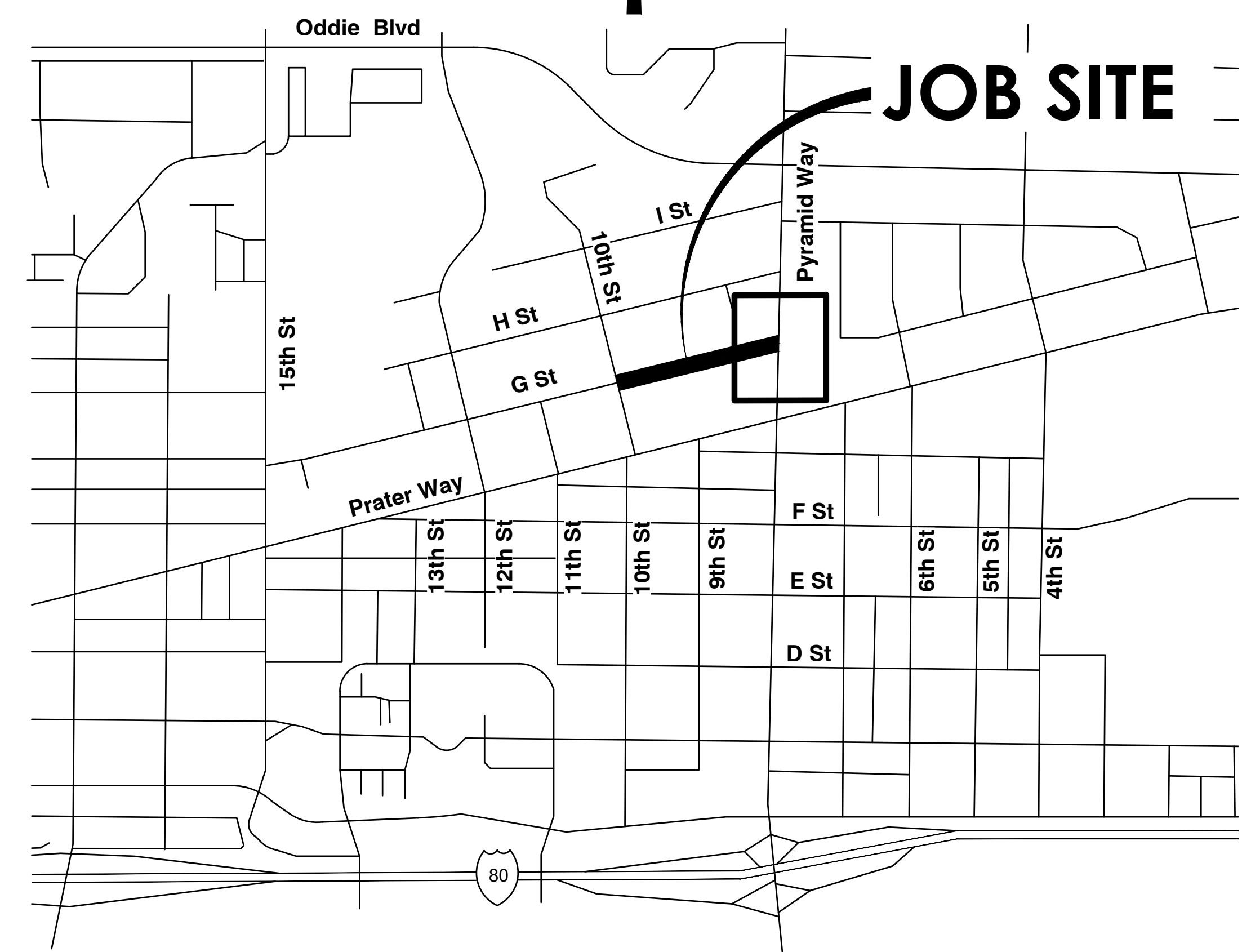
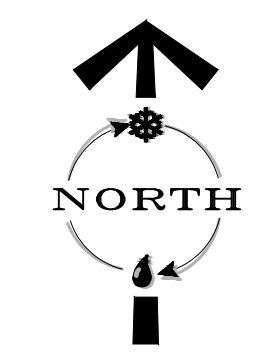
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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 223014 PAGE

SHEET NO. G-001



**NOT REPRODUCIBLE**  
PROPERTY OF  
TRUCKEE MEADOWS WATER AUTHORITY  
RETURN UPON COMPLETION OF PROJECT  
(Per Homeland Security Act)

### BASIS OF BEARING (HORIZONTAL DATUM)

NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS (NEVADA STATE PLANE COORDINATES, WEST ZONE, NAD83) OF WASHOE COUNTY GPS POINT "N53SM01100", WHICH HAS COORDINATES PUBLISHED ONLINE BY WASHOE COUNTY.

### BASIS OF ELEVATION (VERTICAL DATUM)

THE VERTICAL DATUM WAS ESTABLISHED USING GPS OBSERVATIONS OF CITY OF SPARKS CONTROL POINT NO. 2003, WHICH HAS AN ELEVATION OF 4441.4 FEET (NAVD88) ACCORDING TO DATA PUBLISHED ONLINE BY THE CITY OF SPARKS.



### EXISTING TOPOGRAPHY

- 2460 TOPOGRAPHIC CONTOUR
- EG EDGE OF GRAVEL
- EP EDGE OF PAVEMENT
- CURB & GUTTER, SIDEWALK & DROP INLET
- GENERIC GATE X SWING GATE FENCE (BARBED WIRE OR OTHER WITH GATES)
- SLIDER GATE O FENCE (CHAINLINK WITH GATE)
- DITCH FLOWLINE
- TP-31 TEST PIT
- SIGN
- BUILDING OR STRUCTURE

### PROPERTY & CONTROL

- CP #203 SURVEY CONTROL POINT
- BM-#1 BENCHMARK
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN
- SET 5/8" STEEL PIN W/CAP
- FOUND 1/2" STEEL PIN
- SET 1/2" STEEL PIN W/CAP
- FOUND PK NAIL
- SET PK NAIL
- CALCULATED POINT
- WC WITNESS CORNER
- ALIGNMENT
- EASEMENT - UTILITY
- EASEMENT - TEMPORARY
- EASEMENT - SETBACK
- PROJECT BOUNDARY
- P/L - P/L PROPERTY LINES
- SECTION LINES
- R/W - R/W PRESCRIPTIVE RIGHT OF WAY
- ROW - ROW DEDICATED RIGHT OF WAY
- ( ) DATA OF RECORD
- QUARTER SECTION - NOT FOUND
- CENTER SECTION
- SECTION CORNER - FOUND

### EXISTING UTILITY

- 8"W - 8"W WATERLINE & VALVE
- W WATER SERVICE LINE & METER
- 12"SS> - 12"SS> SANITARY SEWER LINE & MANHOLE
- 4"SS> - 4"SS> SANITARY SEWER SERVICE & CLEANOUT
- PS - PS PRESSURE SEWER LINE & VALVE VAULT
- 10"SD> - 10"SD> STORM DRAIN LINE & MANHOLE
- 8"PI - 8"PI PRESSURE IRRIGATION & VALVE
- GI - GI GRAVITY IRRIGATION & MANHOLE
- PP - OHP - OHP OVERHEAD POWER LINE & POWER POLE
- UGP - UGP UNDERGROUND POWER LINE
- LIGHT POLE
- NG - NG NATURAL GAS LINE
- FO - FO FIBER OPTIC LINE
- TR TELEPHONE LINE & RISER
- TV - CABLE - CABLE CABLE LINE & RISER

### PROPOSED GRADING

- 2457 TOPOGRAPHIC CONTOUR
- RIDGELINE
- 1.50% DRAINAGE ARROW & SLOPE
- +57.73 SPOT ELEVATION
- SWALE FLOWLINE
- DAYLIGHT - CUT LINE
- DAYLIGHT - FILL LINE

### PROPOSED DEMOLITION, ABANDONMENT, REMOVAL

- SAW CUT
- ABANDONED (PREVIOUS PROJECT)
- ABANDON IN PLACE
- 16"W - 16"W DEMOLITION - REMOVE

### PROPOSED SITE (CONT.)

- GENERIC GATE X SWING GATE FENCE (BARBED WIRE OR OTHER WITH GATES)
- SLIDER GATE O FENCE (CHAINLINK WITH GATE)
- EP - EP EDGE OF PAVEMENT
- EG - EG EDGE OF GRAVEL
- SIGN
- 6" VERTICAL CURB, GUTTER, SIDEWALK & INLET
- 6" VERTICAL CUT CURB & GUTTER
- 6" REVERSE CURB & GUTTER
- 6" REVERSE CUT CURB & GUTTER
- IMBEDDED CURB

### PROPOSED UTILITY

- BEND
- TEE
- REDUCING TEE
- REDUCER
- JOINT COUPLING
- CROSS
- CAP / BLIND FLANGE
- CHECK VALVE
- VALVE
- NORMALLY OPEN VALVE
- NORMALLY CLOSED VALVE
- FLUSH VALVE
- COMBINATION AIR RELEASE VALVE
- WATER SERVICE LINE & METER
- FIRE HYDRANT
- 18"W - 18"W WATERLINE
- 8"SS< - 8"SS< SANITARY SEWER & MANHOLE
- 4"SS< - 4"SS< SANITARY SEWER SERVICE & CAP
- 4"SS< - 4"SS< SANITARY SEWER SERVICE & CLEANOUT
- 8"PS< - 8"PS< PRESSURE SEWER & VALVE VAULT

# PERMIT SET

## NDOT LINE LEGEND

- PROPOSED
- EXISTING
- REMOVE

**KELLER ASSOCIATES**  
 1325 Airomotive Way, Suite 375  
 Reno, NV 89502  
 (775) 451-7288

PROFESSIONAL ENGINEER - STATE OF NEVADA  
 47205  
 DYLAN CAREY  
 Exp: 12-31-2024  
 Docusign Envelope ID: 4CCEP52A-F5A4-4156-8057-B3C48A6370D3

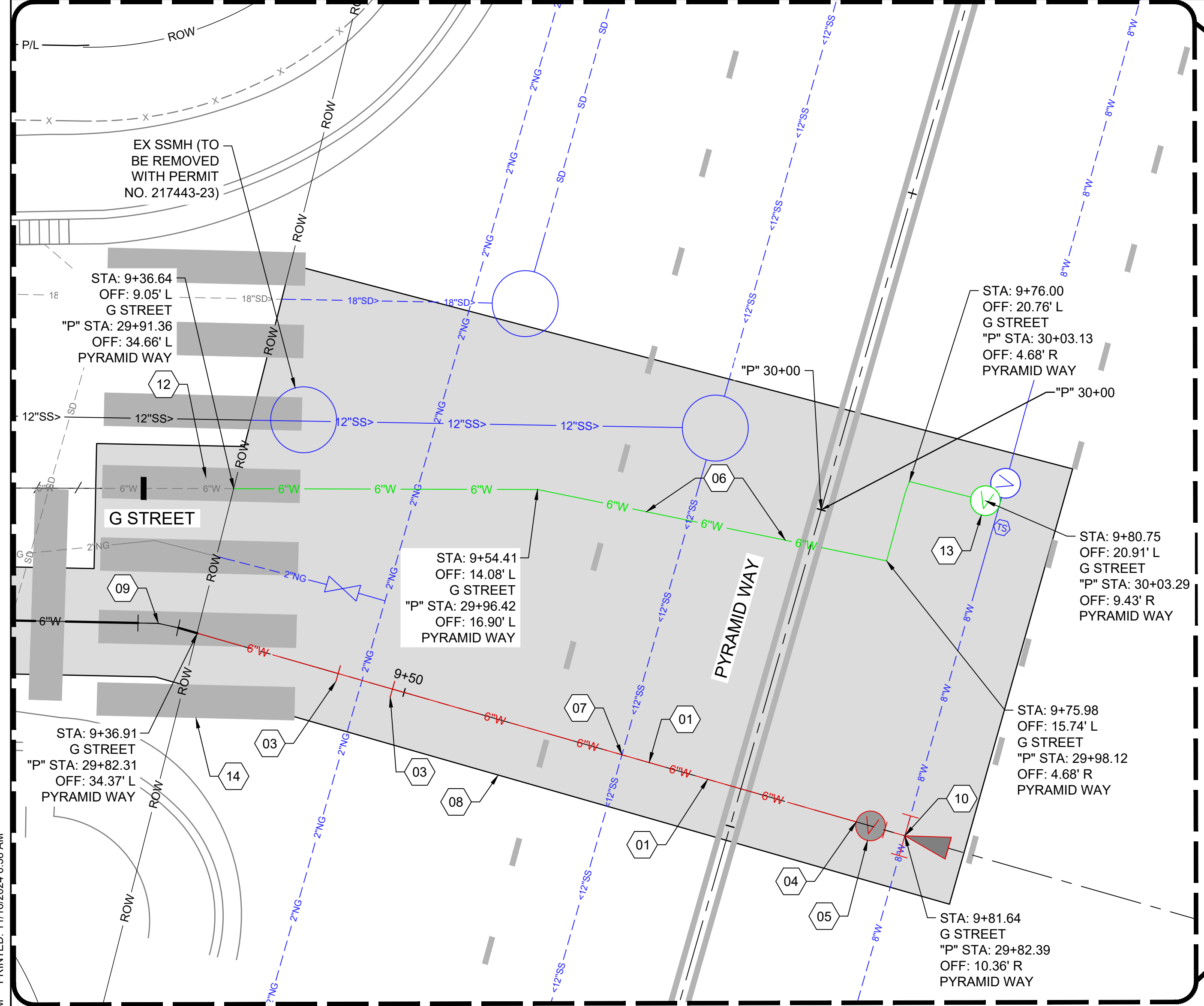
NO.	REVISIONS	DATE

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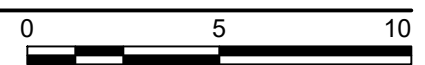
CITY OF SPARKS

G STREET SEWER IMPROVEMENTS  
 SYMBOLS & LINE LEGEND

DRAWN: EWC CHECK: JW  
 VERIFY SCALE: Scales based on 22"x34" prints.  
 1-1/2 Inches  
 PROJECT NO. 223014 PAGE  
 SHEET NO. C-001



**B1 ENLARGED PLAN**  
SCALE: 1"=5'



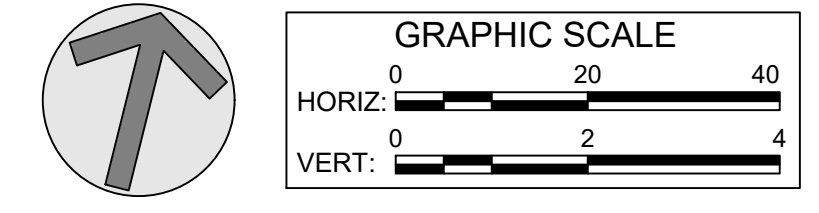
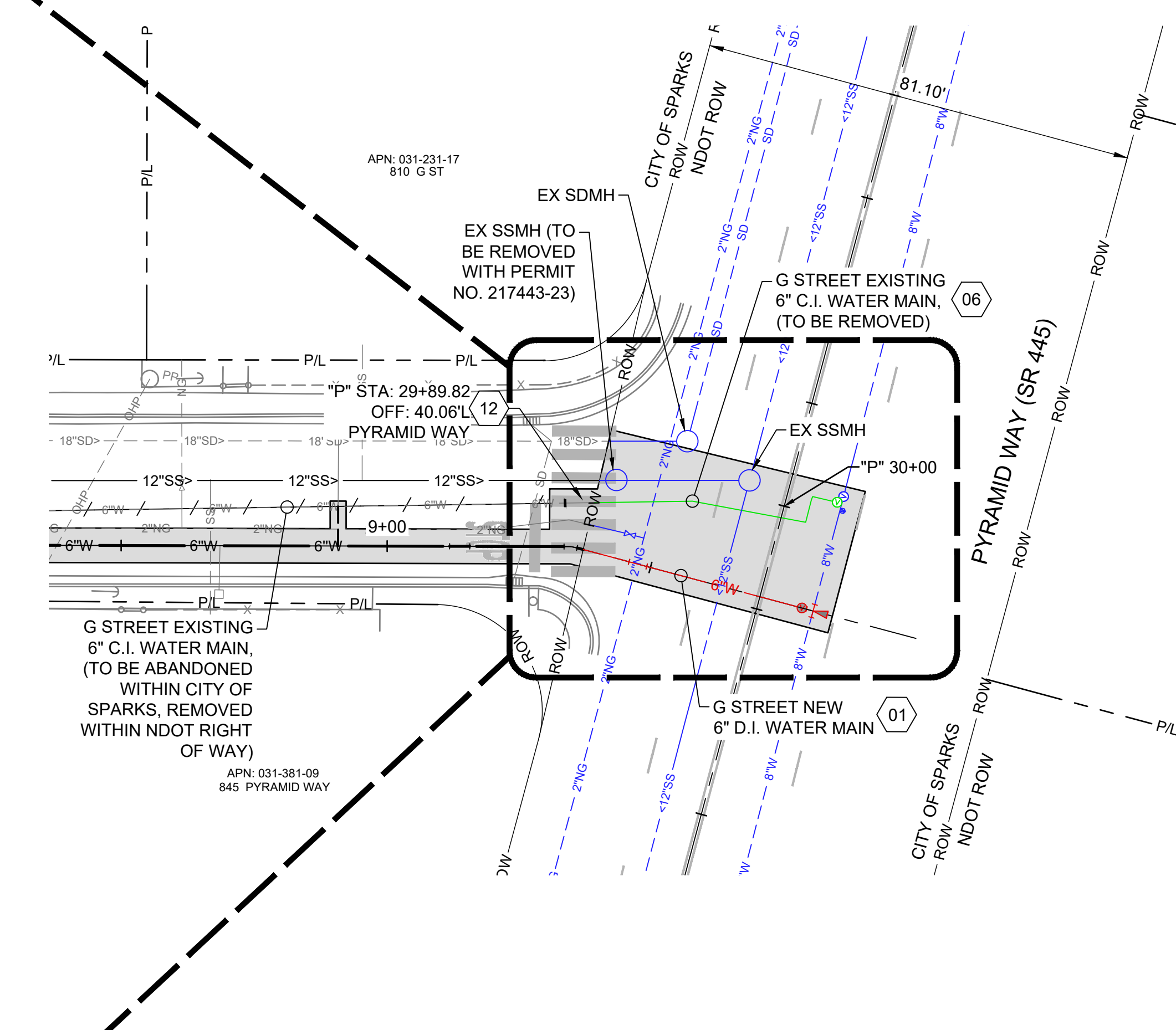
**NDOT NOTES**

- THIS WORK IS BEING COMPLETED AHEAD OF NDOT PROJECT SPSR-0445(004).
- ALL WORK DONE AND MATERIALS USED WITHIN NDOT'S RIGHT-OF-WAY SHALL CONFORM TO THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2014 EDITION, AND THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, 2022 EDITION.
- WATER MAIN WORK IN NDOT RIGHT-OF-WAY SHALL BE COMPLETED IN COORDINATION WITH CITY OF SPARKS SEWER MAIN IMPROVEMENTS (NDOT PERMIT NO. 217443-23).
- TRAFFIC CONTROL SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND NDOT STANDARD PLANS.
- CONTRACTOR SHALL SUBMIT LOCATION SPECIFIC TRAFFIC CONTROL PLANS AND RUNOFF CONTROL PLAN.
- PERMANENT PAVEMENT PATCHING SHALL BE TYPE 2C PBS DENSE-GRADED MIX, ASPHALT CEMENT PG 64-28NV OR PG 64-28 NVTR.

**PAVEMENT MATERIALS NOTES**

- ASPHALT CEMENT, PG 64-28NV OR PG 64-28 NVTR (3/8" SIZE) (OPEN-GRADED) 7.5%
- ASPHALT CEMENT, PG 64-28NV OR PG 64-28 NVTR (TYPE 2C) (DENSE-GRADED) 6.0%
- MINERAL FILLER 1.5%
- SPECIFIC GRAVITY 2.65 OPEN-GRADED PLANTMIX UNIT WET WEIGHT 1.840 TON/YD3
- DENSE-GRADED PLANTMIX UNIT WET WEIGHT 1.957 TON/YD3
- AGGREGATE BASE UNIT WEIGHT (INCLUDES 8% MOISTURE) 138.5 LB/FT3
- EMULSIFIED ASPHALT, TYPE SS-1H (DILUTED)
  - TACK BETWEEN PBS LIFTS 0.06 GAL/YD2
  - TACK OPEN GRADE 0.07 GAL/YD2
- PRIME COAT**
- PRIOR TO PLACING THE FIRST LIFT OF PLANTMIX DENSE GRADE BITUMINOUS SURFACE, THE AGGREGATE BASE MATERIAL SHALL BE PRIMED WITH TYPE MC-70NV CUTBACK ASPHALT OR AN APPROVED PRODUCT FROM NDOT'S Q.P.L. APPLIED AT THE MANUFACTURER'S RECOMMENDATION.

**PERMIT SET**



**GENERAL SHEET NOTES**

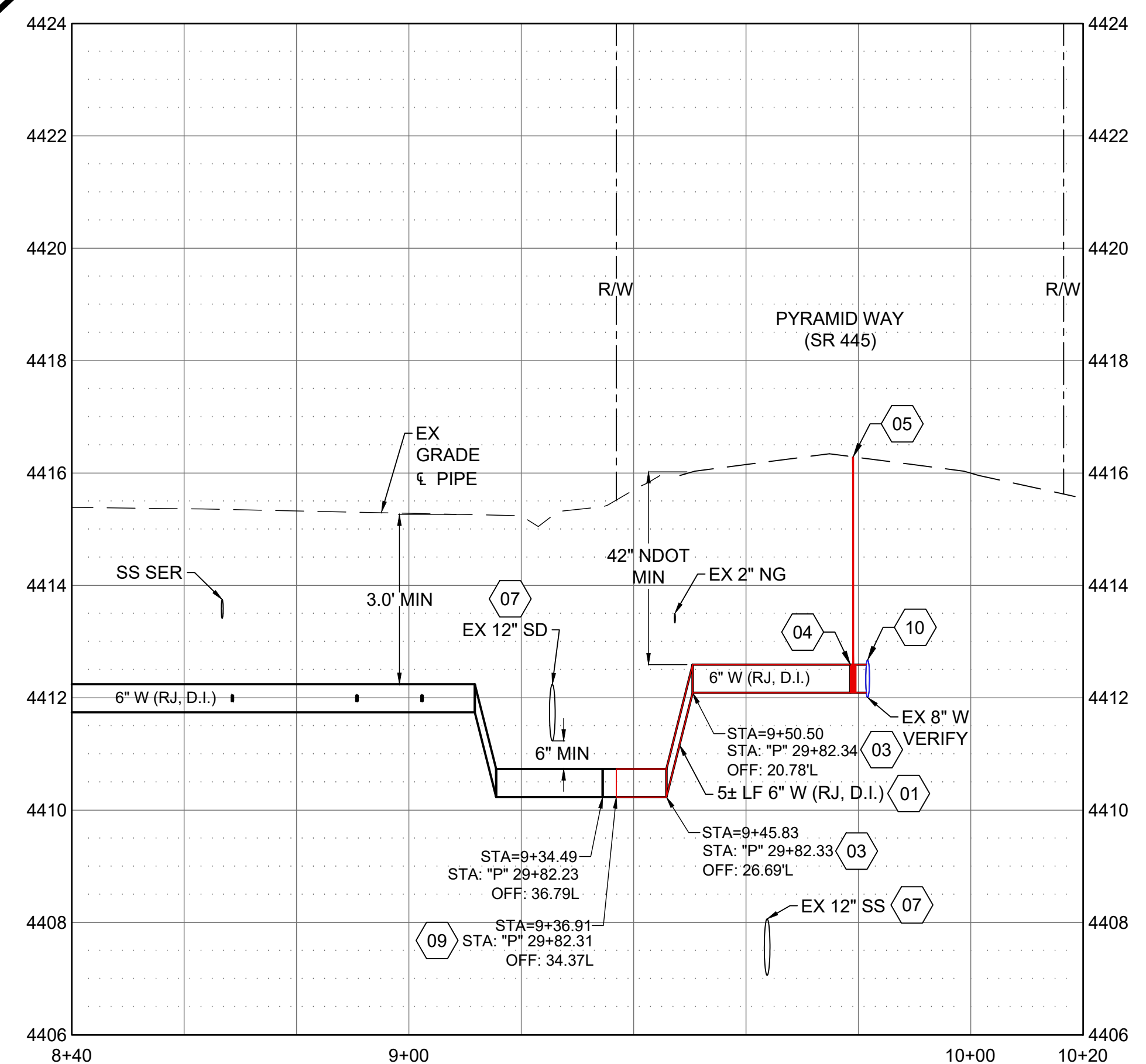
- PRIOR TO CONSTRUCTION CONTRACTOR TO POTHOLE IN A NON-DESTRUCTIVE MANNER EXISTING UTILITIES TO VERIFY LOCATION & DEPTH. WHERE EXISTING UTILITIES WILL BE ENCOUNTERED IT IS RECOMMENDED THAT THE CONTRACTOR HAND DIG OR VACUUM TRUCK EXCAVATE FOR MATERIAL EXCAVATION IN THESE AREAS.
- HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES ARE APPROXIMATE.
- CONTRACTOR TO ADHERE TO ALL FEDERAL, STATE, COUNTY, AND ORANGE BOOK REQUIREMENTS WHEN WORKING UNDER OR IN CLOSE PROXIMITY TO OVERHEAD POWER LINES.
- RETAIN AND PROTECT EXISTING UTILITIES (TYP), CONTRACTOR TO PROVIDE UTILITY SUPPORT AS REQUIRED.

**SHEET KEYNOTES**

- STA "P" 29+82.39, 10.36' RT TO STA "P" 29+82.31, 34.34' LT. INSTALL 42± LF 6" RESTRAINED JOINT DI WATER (1/C-502)
- NOT USED
- INSTALL FITTING - 6" 45° BEND (MJxMJ WITH RESTRAINT GLANDS) RE: TMWA DETAIL 10I-2/C-502
- STA "P" 29+82.38, 7.29' RT. INSTALL FLGxMJ ADAPTER (WITH RESTRAINT GLANDS)
- STA "P" 29+82.38, 8.19' RT. INSTALL 6" GATE VALVE (FLG) FOR HOT TAP (10J-2/C-502)
- REMOVE EX 6" CI WATER MAIN, ELBOWS, AND APPURTENANCES FROM STA "P" 30+03.29, 9.43' RT. TO STA "P" 29+91.36, 34.66' LT.
- WATER MAIN CROSSING SEWER MAIN, RE: TMWA DETAIL 10L-11/C-502, (NON-POTABLE POTABLE CROSSING)
- FULL DEPTH PAVEMENT T-PATCH (1,310+/- SF) REFERENCE NDOT TRENCH DETAIL (1/C-502) FOR LIMITS OF RESTORATION
- INSTALL FITTING - 6" 11.25° BEND (MJxMJ - WITH RESTRAINT GLANDS) (INSTALL IN HORIZONTAL POSITION)
- STA "P" 29+82.39, 10.36' RT. INSTALL 8"x6" STAINLESS STEEL TAPPING SLEEVE FOR HOT TAP ON (EX) 8" DI WATER (10D-2 & 10D-3/C-502) AND INSTALL THRUST BLOCK (10L-2/C-502)
- NOT USED
- CAP END OF ABANDONED PIPE & INSTALL SWEEP & VENT FOR GROUT FILLING PIPE WITHIN CITY OF SPARKS RIGHT OF WAY
- REMOVE VALVE & SALVAGE, INSTALL FITTING - 6" BLIND FLANGE AT (EX) TEE WITH WAX TAPE AND THRUST BLOCK, RE: TMWA DETAIL 10L-2/C-502
- RESTORE PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FOR THE STOP BARS AND MERGE ARROWS FROM ONE OF THE VENDORS LISTED IN NDOT'S Q.P.L. UNDER SPECIFICATION NUMBER 732.03.04B PAVEMENT MARKINGS (PREFORMED THERMOPLASTIC)

**NDOT LINE LEGEND**

- PROPOSED
- EXISTING
- REMOVE



**KELLER ASSOCIATES**  
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(775) 451-7288

PROFESSIONAL ENGINEER - STATE OF NEVADA  
DYLAN CAREY  
Exp: 12-31-2024  
No. 0335442

NO.	REVISIONS	DATE

CITY OF SPARKS

G STREET SEWER IMPROVEMENTS  
PLAN & PROFILE - G STREET  
NEW WATER MAIN

DRAWN: EWC CHECK: JW  
VERIFY SCALE: Scales based on 22"x34" prints.  
PROJECT NO. 223014 PAGE  
SHEET NO. C-406

J:\223014 G STREET SEWER IMPROVEMENTS\CAD\CAD3\_DESIGN\NDOT PLANS\C-406.DWG LAST SAVED: 11/16/2024 6:35 AM PRINTED: 11/16/2024 6:38 AM





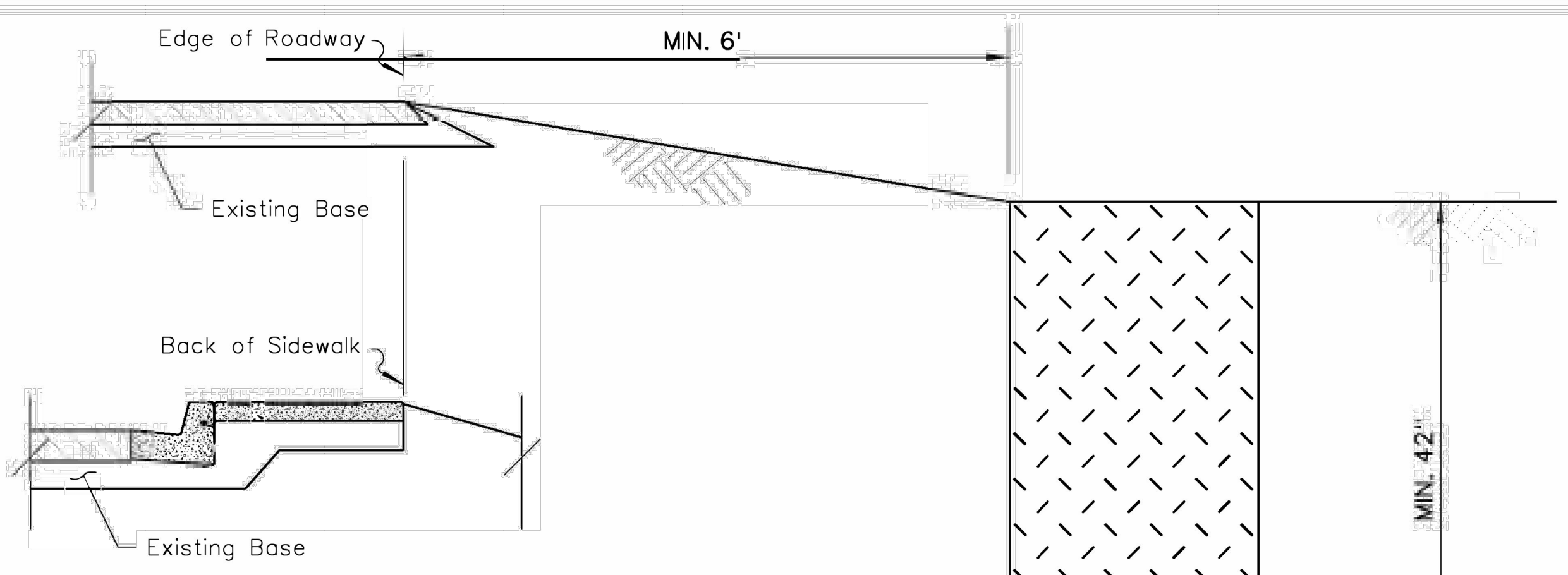
NO.	REVISIONS	DATE

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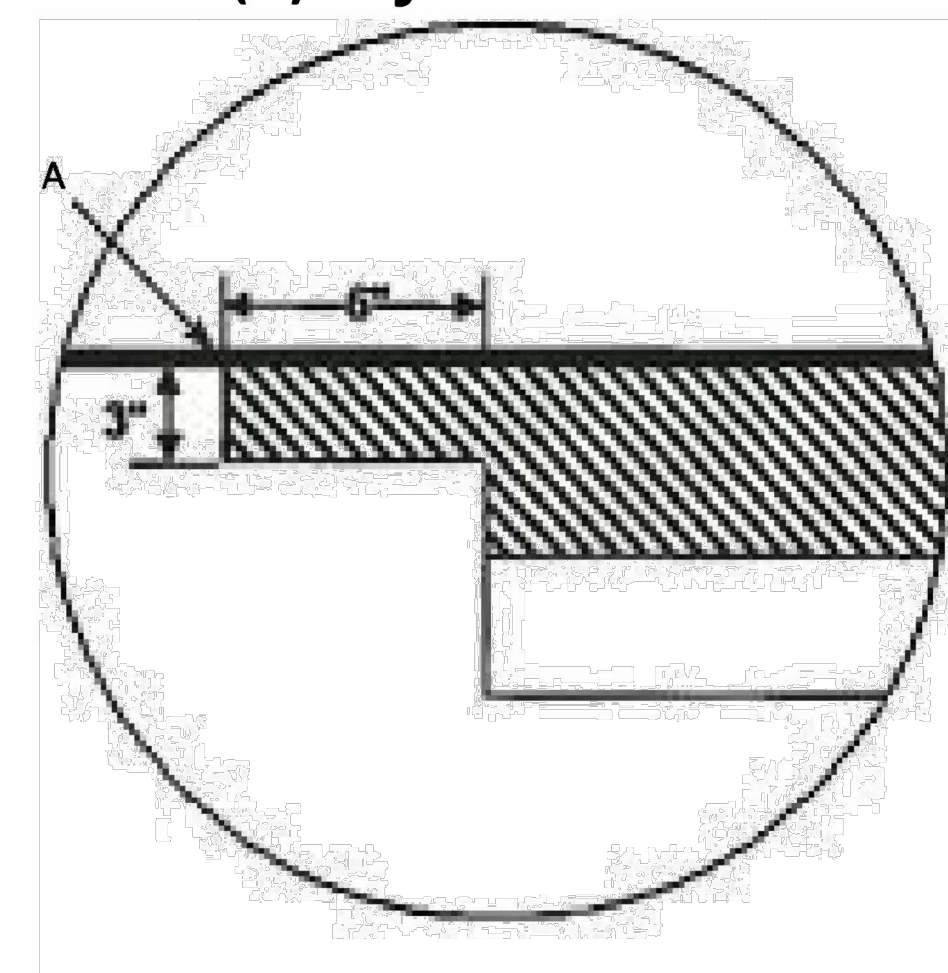
CITY OF SPARKS

G STREET SEWER IMPROVEMENTS  
 DETAILS SHEET

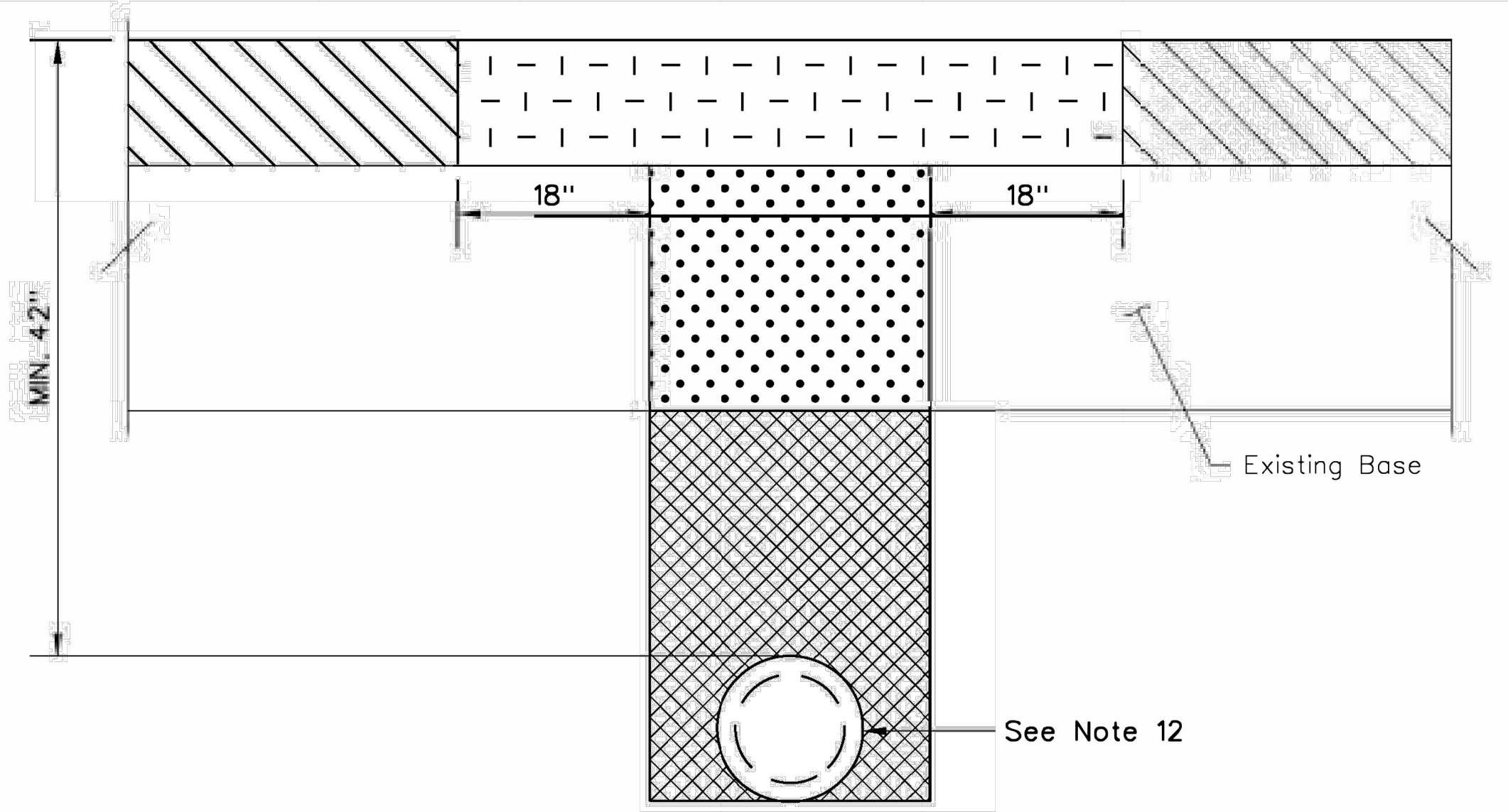
DRAWN: EWC	CHECK: JW
VERIFY SCALE: Scales based on 22"x34" prints.	
1-1/2 Inches	
PROJECT NO. 223014	PAGE
SHEET NO. C-503	



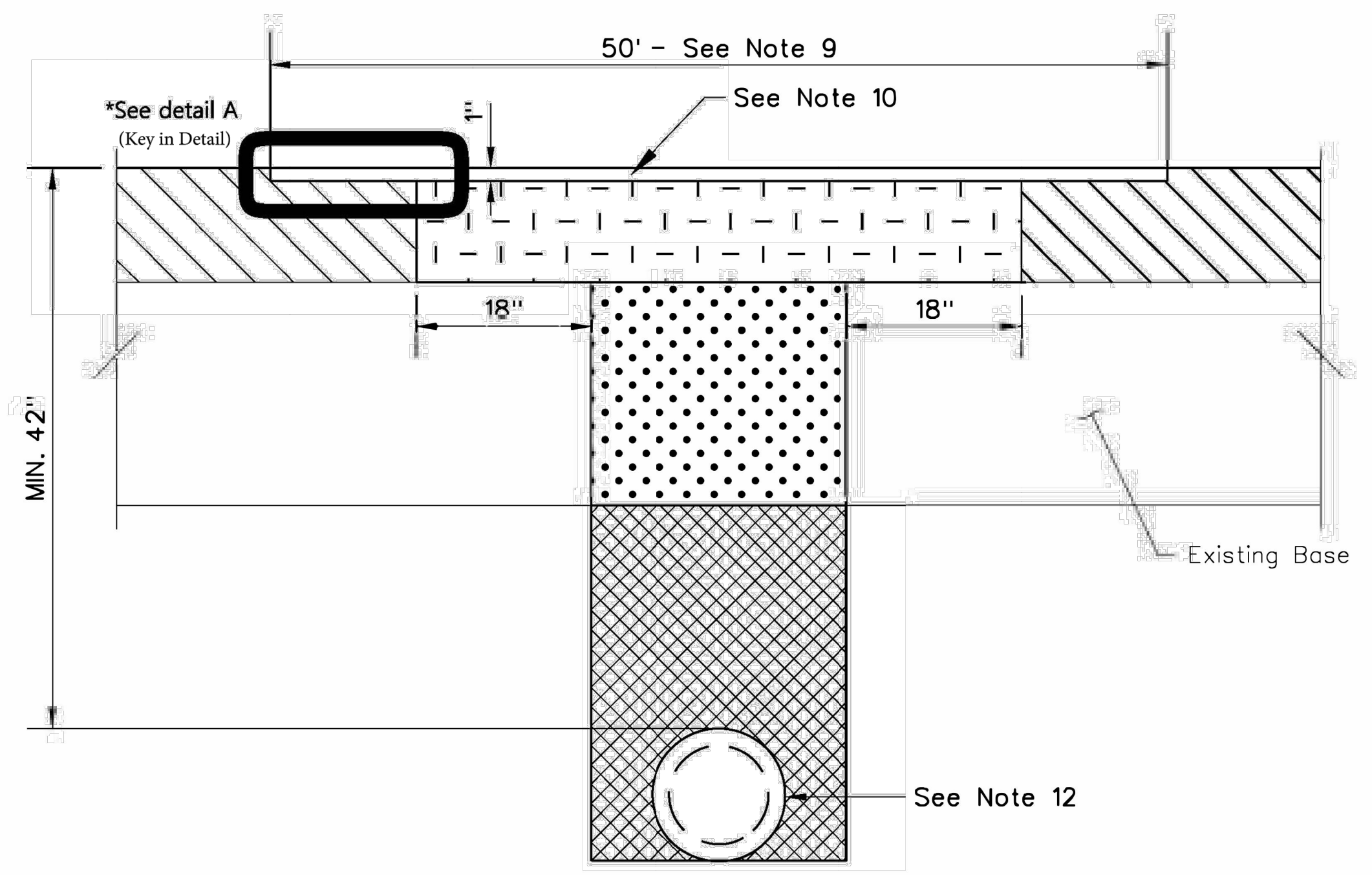
(A) Key in detail



TRENCHING IN NATIVE SOIL



ROADWAY WITH NO OPEN GRADE



ROADWAY WITH OPEN GRADE

TRENCHING IN PAVEMENT

**NOTES:**

- REMOVE EXISTING PAVEMENT AND REPLACE WITH NEW APPROVED MATERIAL OF SAME TYPE. MATCH EXISTING PAVEMENT DEPTH BUT NOT LESS THAN 6".
- RECOMPACT EXISTING BASE MATERIAL AROUND TRENCH TO MEET COMPACTION REQUIREMENTS FOR THAT MATERIAL TYPE AND LOCATION.
- THE INSPECTOR MAY FOR GOOD CAUSE, REQUIRE A WIDER TRENCH AND PATCH SECTIONS OR OTHERWISE ALTER THE REQUIREMENTS.
- IF SAW CUT IS WITHIN 3' OF AN EXISTING PAVEMENT EDGE, EXISTING PAVEMENT PATCH, OR EDGE OF LIP OF GUTTER, REMOVE EXISTING PAVEMENT TO THAT EDGE AND REPLACE ENTIRE SECTION.
- THE EDGES OF THE PAVEMENT PATCH SHALL BE STRAIGHT AND UNIFORM (EDGES SHALL BE SAW-CUT) ALL EXCESS EXCAVATED MATERIAL SHALL BE HAULED AWAY AND DISPOSED OFF THE HIGHWAY RIGHT-OF-WAY UNLESS OTHERWISE PERMITTED.
- IF THE PATCH EXTENDS INTO THE EXISTING ADJOINING STIPE OR AC JOINT OF ANY LANE, THE ENTIRE WIDTH OF THAT LANE MUST BE MILLED AND PAVED.
- GRANULAR BACKFILL SHALL BE IN ACCORDANCE WITH SECTION 207 AND COMPACTED TO NOT LESS THAN 90% OF THE MAXIMUM DENSITY. DRAIN ROCK MAY NOT BE USED AS GRANULAR BACKFILL.
- AGGREGATE BASE SHALL BE IN ACCORDANCE WITH SECTION 302 AND COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DENSITY. AGGREGATE BASE SHALL MATCH EXISTING DEPTH BUT NOT LESS THAN 12".
- 50' IS THE MINIMUM LENGTH OF THE OPEN GRADE PATCH. EXACT LENGTH OF PATCH WILL BE DETERMINED IN THE FIELD BY THE INSPECTOR.
- COLDMILL 1" DEEP AND REPLACE WITH OPEN-GRADED PLANTMIX.
- AGGREGATE BASE SHALL MATCH EXISTING DEPTH BUT NOT LESS THAN 12".
- PIPES PLACED WITHIN THE ROADWAY PRISM CARRYING FLUID OR GASEOUS SUBSTANCES SHALL BE ENCASED PER NAC 408.453.

**LEGEND:**

- Existing Pavement
- Aggregate (See Note 8)
- Open Grade Pavement
- Granular Backfill (See Note 7)
- Limits of Removal & Repair of Pavement (See Note 1)
- Backfill

STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION

**DISTRICT II  
 TRENCH AND PAVEMENT  
 PATCH DETAIL**

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STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

OCCUPANCY PERMIT  
**COMPLETION NOTICE**

(To be completed by Permittee)

Upon completion of work, complete this card and return it to  
the District Office.

Permit No. \_\_\_\_\_ Milepost No. \_\_\_\_\_

Permittee Name & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of Work: \_\_\_\_\_

\_\_\_\_\_

The above work was completed on: \_\_\_\_\_

Date

NDOT  
035-005  
07-19

\_\_\_\_\_  
Signature of Permittee