

**BID FOR**

**C-STREET SEWER REHABILITATION**

**BID #12/13-014 - PWP # WA-2013-096**

**BIDS DUE NOT LATER THAN: 1:45 PM ON JUNE 19, 2013**

**PUBLIC BID OPENING: 2:00 PM ON JUNE 19, 2013**

**[NOTE: TIME BIDS ARE DUE IS DIFFERENT FROM BID OPENING TIME]**



431 PRATER WAY  
P.O. BOX 857  
SPARKS, NV 89432-0857

Company Name: \_\_\_\_\_

**CITY OF SPARKS  
NOTICE TO BIDDERS  
C-STREET SEWER REHABILITATION  
BID #12/13-014 / PWP #WA-2013-096**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON JUNE 19, 2013** . Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Bids will be opened and publicly read at **2:00 PM ON JUNE 19, 2013**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

**PROJECT DESCRIPTION:** The City of Sparks portion of work includes but is not limited to removal and replacement of 473 lf of 10-inch sewer main, removal and replacement of two sewer manholes, new construction of one sewer manhole, removal and replacement of two storm drain catch basins and associated laterals, removal and replacement of 969 linear feet of curb and gutter, removal and replacement of 20,839 square feet of paving and base, removal, replacement and addition of pedestrian ramps, replacement of five sewer laterals, addition of five cleanouts, removal and replacement of two survey monuments and miscellaneous associated work necessary to complete the project as stated in the plans and bid specifications. The TMWA portion of work includes abandonment of 522 linear feet of 12-inch riveted steel water main, removal of 4-inch cast iron pipe, 6-inch transite pipe, 12-inch riveted steel pipe, installation of 578 linear feet of 8-inch ductile iron water main, 41 linear feet of ductile iron water main, 24 linear feet of 6-inch ductile iron water main, associated valves, fittings, test stations, appurtenances, connection to existing 12-inch riveted steel water main, removal and replacement of asphalt and concrete, reconnection of service laterals along with all appurtenant work necessary to complete the project as stated in the plans and bid specifications.

**PRE-BID MEETING:** A Non-mandatory pre-bid meeting will be held at the job site at 10AM on Thursday, June 6, 2013. Contractors should meet at the intersection of C-Street and 18<sup>th</sup> Street.

**BONDING/LICENSING:** A Bid Bond in the amount of 5% of bid amount is required. This bid bond will function as a penalty in the event the successful bidder fails to enter into a written contract with the City in accordance with the bid documents. Additionally, the City will be entitled to actual damages, if any. Prospective bidders will be required to have a current Contractor's License under the Nevada State Law for the type of work specified herein.

The work to be performed under this Contract shall be commenced by the successful Bidder after all executed Contract documents have been submitted, and after being notified to proceed by the City of Sparks.

Bid documents and specifications may be obtained at the City of Sparks Purchasing Division. Please call the Purchasing Division (775-353-2273) prior to your visit, to assure the office is open to sell plans. The **NON-REFUNDABLE** cost for the bid documents is **\$25.00**. For further information, contact the Purchasing Division at (775) 353-2273 or Facsimile (775) 353-2399. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section  
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Proof of publication required

## **Bidder's Checklist**

Bidders are instructed to complete and return the following forms in order for their bids to be complete. Failure to return the following items may result in your bid being declared “non-responsive.”

1. \_\_\_\_\_ Bid Item Schedule
2. \_\_\_\_\_ Bidder Information Sheets
3. \_\_\_\_\_ Subcontractor Information Form
4. \_\_\_\_\_ Acknowledgement and Execution Form
5. \_\_\_\_\_ Certification Regarding Debarment
6. \_\_\_\_\_ Affidavit Concerning Use of Local Preference (if Contractor wishes to apply their preference)
7. \_\_\_\_\_ Bid Bond
8. \_\_\_\_\_ Signed Bid Addenda (if applicable)

**CITY OF SPARKS  
C STREET SEWER REHABILITATION PROJECT  
18th STREET TO 19th STREET  
BID # 12/13-014  
PWP # WA-2013-096**

**PRICES** must be valid for 90 calendar days after the bid opening.

**COMPLETION** of this project is expected **PURSUANT TO CONTRACT DOCUMENTS.**

**BIDDER** acknowledges receipt of \_\_\_\_\_ Addenda.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
(signature)

**CITY OF SPARKS BID ITEM SCHEDULE A:**

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1.0	1	LS	Mobilization & Demobilization	\$ _____ /LS	\$ _____
2.0	20,839	SF	Remove Existing Asphalt	\$ _____ /SF	\$ _____
3.0	313	LF	Sawcut Existing Asphalt and Existing Concrete	\$ _____ /LF	\$ _____
4.0	969	LF	Remove Existing Curb and Gutter	\$ _____ /LF	\$ _____
5.0	2	EA	Remove Existing Sewer Manholes	\$ _____ /EA	\$ _____
6.0	473	LF	Remove Existing Sewer Main	\$ _____ /LF	\$ _____
7.0	2	EA	Remove Existing Catch Basins/Laterals	\$ _____ /EA	\$ _____
8.0	20,839	SF	4" Asphaltic Paving	\$ _____ /SF	\$ _____
9.0	20,839	SF	1" Type II Class B Aggregate Base	\$ _____ /SF	\$ _____
10.0	969	LF	Install Type 1 Curb and Gutter	\$ _____ /LF	\$ _____
11.0	41	LF	Install Post Curb	\$ _____ /LF	\$ _____
12.0	649	SF	Install Sidewalk/Pedestrian Ramps	\$ _____ /SF	\$ _____
13.0	2	EA	Install Type 4-R Catch Basin	\$ _____ /EA	\$ _____

14.0	473	LF	Install 10" PVC Sewer Main	\$ _____ /LF	\$ _____
15.0	3	EA	Install Type 1 Sewer Manhole	\$ _____ /EA	\$ _____
16.0	5	EA	Replace SS Laterals & Add Clean Out	\$ _____ /EA	\$ _____
17.0	1	LS	Adjustment of Utilities/Structures to Grade and Concrete Collars	\$ _____ /LS	\$ _____
18.0	2	EA	Survey Monuments	\$ _____ /EA	\$ _____
19.0	1	LS	Force Account		\$ 15,000
<b>City of Sparks Total Base Bid (Schedule A)</b>					\$ _____

**TMWA BID ITEM SCHEDULE B:**

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1.0	1	LS	Mobilization & Demobilization (TMWA Portion Only)	\$ _____ /LS	\$ _____
2.0	1	LS	Traffic Control (TMWA Portion Only)	\$ _____ /LS	\$ _____
3.0	2	EA	Weld Butt Strap to Existing 12" Riveted Steel Pipe	\$ _____ /EA	\$ _____
4.0	2	EA	Install Transition Assembly	\$ _____ /EA	\$ _____
5.0	4	EA	Furnish & Install 8" Gate Valve	\$ _____ /EA	\$ _____
6.0	1	EA	Furnish & Install 6" Gate Valve	\$ _____ /EA	\$ _____
7.0	1	EA	Furnish & Install 4" Gate Valve	\$ _____ /EA	\$ _____
8.0	41	LF	Furnish & Install 4" PC 350 Ductile Iron Pipe	\$ _____ /LF	\$ _____
9.0	24	LF	Furnish & Install 6" PC 350 Ductile Iron Pipe	\$ _____ /LF	\$ _____
10.0	578	LF	Furnish & Install 8" PC 350 Ductile Iron Pipe	\$ _____ /LF	\$ _____
11.0	522	LF	Slurry Fill Existing 12" Riveted Steel Pipe	\$ _____ /LF	\$ _____

12.0	2	EA	Furnish & Install Test Station	\$ _____/EA	\$ _____
13.0	1	EA	Furnish & Install Flush Valve Assembly	\$ _____/EA	\$ _____
14.0	1	LS	Sawcut & Remove Asphalt & Concrete	\$ _____/LS	\$ _____
15.0	1	LS	Furnish & Install New Concrete Sidewalk, Curb & Gutter & Curb	\$ _____/LS	\$ _____
16.0	440	SF	Furnish & Install New Asphaltic Paving & Aggregate Base	\$ _____/SF	\$ _____
17.0	20	EA	Reconnect Existing Services	\$ _____/EA	\$ _____
18.0	1	LS	Force Account		\$ 15,000
<b>TMWA Total Base Bid (Schedule B)</b>					\$ _____

<b>Total Base Bid Price (Including Schedule A Total and Schedule B Total)</b>	
\$ _____	
(written total bid price)	\$ _____

**Bid Schedule Notes**

- 1) Award of the project will be based on the Total of Bid Item Schedule A plus Bid Item Schedule B.
- 2) This project is bid on a unit price basis and shall include all necessary incidentals and appurtenances for a complete in place functional facility. Where applicable, all bid items shall include, nuts, bolts, warning tape, tracer wire, test stations, polyethylene encasement, excavation, shoring, bedding, backfill, compaction, temporary pavement patching, disinfection, flushing, pressure testing, valves, valve boxes, riser pipes, concrete pads, thrust blocks and any and all other appurtenances and incidentals as required to provide a complete in place functioning facility. Prices shall include all labor equipment, materials, supervision, profit, overhead and incidental costs. The bidder's prices shall include all costs for work not specifically mentioned in the most appropriate bid item including potholing to verify existing utilities, removal and proper disposal of pavement, concrete, trench spoils, removed pipe and fittings, and other items requiring disposal.
- 3) TMWA reserves the right to perform extra work using time and expense or negotiated lump sum procedures.
- 4) Trench and pavement patch widths depicted in the trench details are minimum widths. No additional payment will be made for additional backfill materials and/or paving for widths in excess of those depicted in the trench detail.

- 5) The contract sum will be adjusted (increased or decreased) for actual quantities installed per the unit price items. Lump sum items will not be adjusted.
- 6) Compliance with all permit and environmental requirements is incidental to the Work. No separate bid item or additional payment provisions shall be made for operational constraints or conditions placed on the Work by permitting agency requirements.
- 7) See Bid Item Clarifications to follow for Schedule A and Schedule B.

## Bidder Information

### COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

### COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)
  
- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)
  
- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)
  
- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)
  
- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)
  
- 6) Has your company been found non-responsible on a government bid within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)



## Bidder Information

### CONTRACTOR LICENSE INFORMATION:

Nevada State Contractor's License Number (If Applicable):
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

**BUSINESS LICENSING INFORMATION** All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

## Bidder Information

### DISCLOSURE OF PRINCIPALS:

a) **Individual and/or Partnership:**

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

b) **Corporation:**

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

**SUBCONTRACTOR DETAIL**  
**SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT**

**INSTRUCTIONS:** In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the Bid Price. The Bidder shall list the name of a Subcontractor for each portion of the Work, the value of which exceeds five percent (5%) of the Bid Price. **If Bidder will perform any of the Work required to be listed, BIDDER SHALL ALSO LIST HIS NAME for such Work in the space provided below.**

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		

**Bidder Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**SUBCONTRACTOR DETAIL**  
**SUBCONTRACTORS EXCEEDING ONE PERCENT OF BID AMOUNT OR \$50,000**

**INSTRUCTIONS:** In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractors will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater. The Bidder shall list the name of a Subcontractor for each portion of any of the Work the value of which exceeds one percent (1%) of the Bid Price. **If Bidder will perform any of the Work required to be listed, Bidder shall list his name for such Work in the space provided below.**

**Since all Subcontractors listed on the Bidder's 5% Subcontractor Information Form are over 1% of the Bid amount, those Subcontractors shall automatically be deemed incorporated into this 1% Subcontractor Information form and need not be re-listed below.**

Information provided must be submitted within two (2) hours after the completion of the opening of the bids (Per NRS 338.141). Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. If, additional space is needed, attach a separate page. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		

**Bidder Name:** \_\_\_\_\_ **Authorized Signature:** \_\_\_\_\_

**CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:**

STATE OF \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **C-STREET SEWER REHABILITATION, Bid # 12/13-014**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

**TO THE CONTRACTS AND RISK MANAGER OF THE CITY OF SPARKS:**

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Sparks in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

Contractor/Bidder:

(Printed Name of Contractor/Bidder)

BY:

Firm:

Address:

City:

State / Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

(Signature of Principal)

Signature:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

State of Nevada

)

) SS.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me,

\_\_\_\_\_/Notary Public, personally appeared \_\_\_\_\_ Personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature:

My commission Expires:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

**(This form to be signed and returned at the time of bid)**

The prospective bidder, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Local Preference Affidavit

(This form is required to receive a preference in bidding on projects exceeding \$250,000)

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **C-STREET SEWER REHABILITATION (Bid #12/13-014)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of \_\_\_\_\_, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid or do not receive an advantage in ranking of bids due to their preference status.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ STAMP AND SEAL  
Notary Signature

**CITY OF SPARKS, NEVADA – 5% Bid Bond**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned \_\_\_\_\_, as “Principal,” and \_\_\_\_\_, as “Surety,” are hereby held and firmly bound unto the City of Sparks, Nevada, as “Obligee,” in the penal sum of \_\_\_\_\_dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **12/13-014**, PWP # **WA-2013-096**, for the **C-STREET SEWER REHABILITATION**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: \_\_\_\_\_

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_



# **GENERAL CONDITIONS**

## General Conditions



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### GENERAL CONDITIONS

*Please Read Carefully*

*These Provisions Are a Part of Your Bid and any Contract Awarded*

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **C-STREET SEWER REHABILITATION**, as per specifications herein.

**The bidder agrees that:**

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

**Note:** Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title "Bidder," "Vendor", "Contractor" or "Consultant" within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

**1. Prices:**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

**2. Firm Prices:**

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Sparks shall receive the benefit of such decline.

**3. Items Offered:**

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

**4. Brand Names:**

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

## General Conditions



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An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

**5. Samples:**

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

**6. Withdrawal of Bids:**

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder’s authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

**7. Late Bids, Modifications, or Withdrawals:**

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

**8. Mistake in Bid:**

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

**9. Signature:**

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

**10. Exceptions:**

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

**11. Confidential Information:**

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

**12. Quality:**

Unless otherwise required in the specifications, all goods furnished shall be new and unused.



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**13. Litigation Warranty:**

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

**14. Royalties, Licenses and Patents:**

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

**15. Performance Standards:**

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

**16. Americans with Disabilities Act (ADA) Standards:**

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

**17. Warranties:**

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

**18. Addenda:**

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain

## General Conditions



whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

### **19. Specifications to Prevail:**

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

### **20. Taxes:**

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable.

### **21. Prevailing Wages:**

Bidder is responsible for complying with all applicable local, State and Federal wage laws, whether or not specifically cited in this bid document.

Per NRS Sections 338.020 through 338.090, certain projects defined as “public works” require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$100,000 are exempt from the prevailing wage requirement (NRS 338.080). Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at:

<http://www.laborcommissioner.com/pwpw.html>

Federal “Davis Bacon” wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the “Special Conditions – Federal Requirements” section that will be included in this bid document when such conditions apply.

### **22. Conflict of Interest:**

No City employee or elected or appointed member of City government, or member of the employee’s immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

### **23. Disqualification of Bidder:**

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).

## General Conditions



- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

### 24. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

### 25. Bidder's Security (This Section IS IS NOT Applicable to this bid):

A bid deposit in an amount equal to at least 5% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's or certified check made payable to the City of Sparks, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

### 26. Performance and Payment Bonds:

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor (All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.)):

#### Performance Bond (This Section IS IS NOT Applicable to this bid):

The Contractor awarded this bid will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

**General Conditions**



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**Payment Bond (This Section  IS  IS NOT Applicable to this bid):**

The Contractor awarded this bid will be required to furnish the City with a payment bond. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

**27. Indemnification:**

Upon award, Contractor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Contractor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of Contractor.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**28. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

## General Conditions



It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for Industrial Insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

### **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Contractor's insurance levels to meet minimum contract limits shall be borne by the Contractor at no cost to the City.
4. Workers' Compensation: Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Contractor will maintain Contractor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Contractor goes out of business during the term of this Agreement or the three (3) year period described above, Contractor shall purchase Extended Reporting Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Contractor Liability Policy.

Should City and Contractor agree that higher Contractor Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.



## General Conditions



- b. Contractor's insurance coverage shall be Primary insurance with respect to the City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 2. Property Coverages (If Applicable)

Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to City. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by City. City reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, City reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to City by the insurer(s).

### 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

## **VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

## General Conditions



**C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

**D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

### **SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.

### **29. Safety Program:**

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

## General Conditions



Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.

### **30. Award of Contract:**

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

### **31. Request for Proposal (RFP) Submittals:**

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

**General Conditions**



**32. Bidder Preference Law (This Section  IS  IS NOT Applicable to this bid):**

This project will be bid and awarded under the Provisions(s) of NRS 338.147, which restricts preference given to certain contractors on Public Works Projects. The NRS cited in this section is meant to be a reference only. Each bidder shall acquaint himself with the latest provisions of NRS 338.147.

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors must be able to submit upon request, a copy of their Certificate of Bidder Preference issued by the State Contractor's Board to be eligible for bidder preference (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board).

To the extent Contractor has sought, qualified and receives a bidding preference on this project, pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada.
3. At least 50 percent of the design professionals who work on the Project (including sub-contractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. At least 25 percent of the material suppliers used for the Project are located in Nevada; and
5. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought, qualified and receives a bidding preference, and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

This section shall not be applicable for projects in which some or all of the funding comes from Federal sources.

**33. Tie Bids:**

Should identical low, responsive and responsible bids be received from two or more bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option, exercise the following tie breaking method unless another alternative is apparent and prudent:

## General Conditions



Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, the City of Sparks Purchasing/Contracts Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

### **34. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):**

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/departments/financial-services/purchasing/bids-rfps>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

### **35. Documentation:**

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

## General Conditions



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### 36. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

### 37. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

### 38. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

### 39. Lost and Damaged Shipments:

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

### 40. Late Shipments:

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

### 41. Document Ownership:

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

### 42. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.

### 43. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this

## General Conditions



solicitation. The City of Sparks shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline that option at the time of request.

#### **44. Vendor Workplace Policies**

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

#### **45. Business License Requirement:**

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

#### **46. City Provisions to Prevail:**

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

#### **47. Invalid Provisions:**

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

#### **48. Amendments and Modifications:**

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

## General Conditions



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### 49. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

### 50. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

### 51. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

### 52. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

### 53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

### 54. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.



## General Conditions



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### 55. Termination:

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

### 56. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

# **Special Conditions and Specifications (Specific to Project)**

**In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).**

**SPECIAL PROVISIONS**  
**Bid #12/13-014 PWP WA-2013-096, for the**  
**C STREET SEWER REHABILITATION PROJECT,**  
**18TH ST. TO 19TH ST.**

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction", Latest Edition, and adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the plans and these Special Provisions.

**SECTION 1: SCOPE OF WORK**

Work scope: The City of Sparks portion of work includes but is not limited to removal and replacement of 473 lf of 10-inch sewer main, removal and replacement of two sewer manholes, new construction of one sewer manhole, removal and replacement of two storm drain catch basins and associated laterals, removal and replacement of 969 linear feet of curb and gutter, removal and replacement of 20,839 square feet of paving and base, removal, replacement and addition of pedestrian ramps, replacement of five sewer laterals, addition of five cleanouts, removal and replacement of two survey monuments and miscellaneous associated work along with all appurtenant work necessary to complete the project as stated in the plans and bid specifications. The TMWA portion of work includes abandonment of 522 linear feet of 12-inch riveted steel water main, removal of 4-inch cast iron pipe, 6-inch transite pipe, 12-inch riveted steel pipe, installation of 578 linear feet of 8-inch ductile iron water main, 41 linear feet of ductile iron water main, 24 linear feet of 6-inch ductile iron water main, associated valves, fittings, test stations, appurtenances, connection to existing 12-inch riveted steel water main, removal and replacement of asphalt and concrete, reconnection of service laterals along with all appurtenant work necessary to complete the project as stated in the plans and bid specifications. The location of the work is within the City limits of the City of Sparks, Washoe County, Nevada, and is more specifically designated in the plans for this project.

**SECTION 2: NOTICE TO PROCEED AND TIME SCHEDULE**

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City upon approval by the City Council and when all appropriate bonds and contracts have been signed and returned to the City. Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated time limits. The CONTRACTOR shall begin work and shall diligently prosecute same to completion of the work from the date of commencement order, without fail and in the manner as stated in said specifications. All work described in this document shall be completed within ninety (90) calendar days from the time of issuance of the Notice to Proceed.

**SECTION 3: LIQUIDATED DAMAGES**

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City:

- TWENTY FIVE HUNDRED DOLLARS (\$2500.00) for each and every calendar day delay after the ninety (90) calendar day completion time limit.

In finishing the work in excess of the dates prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or

any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges

The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

**SECTION 4: EXCUSABLE DELAYS**

The Contractor shall not be assessed with liquidated damage nor the cost of engineering inspection during any delay in the completion of the work caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or due to such causes, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Project Manager in writing of the causes of delay. The Project Manager's findings of the facts thereon shall be final and conclusive.

**SECTION 5: INTENT OF THE PLANS AND SPECIFICATIONS**

The intent of the plans and specifications is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the contract.

He shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the contract and shall include the cost of these items in the contract unit prices for the several units of work. All items of work called for on the plans or in the specifications and not included as a separate item in the proposal shall be considered as incidental to the other items listed in the proposal and the payment for such incidental items shall be considered as included in the contract bid.

**SECTION 6: AUTHORITY OF THE PROJECT MANAGER AND INSPECTOR**

All work shall be done under the supervision of the Project Manager acting on behalf of the City. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans and specifications, acceptable fulfillment of the contract and compensation under the specifications. He shall determine the amount of work performed and materials furnished and his decision and estimate shall be final. His estimate shall be "condition precedent" to the right of the Contractor to receive money due him under the contract. The Project Manager does not have authority to authorize changes in plans and specifications without prior written approval of the Deputy City Manager.

The City shall provide an inspector who will represent the City and the Engineer for Schedule A work and TMWA will provide an inspector for Schedule B work and shall make inspections of all work and do such other work relative to supervision of the project as he may be assigned by the City or TMWA. All instructions given by the inspector are subject to approval by the Engineer.

**SECTION 7: CHANGE ORDERS**

The City of Sparks reserves the right to make alterations or supplements to the Contract. Change Order Forms are required for all changes in decreases and/or increases of quantities and/or dollar amount changes in accordance with the Latest Edition of the Standard Specifications for Public Works Construction (Section 124: Change Orders and Section 153: Increased or Decreased Quantities).

**SECTION 8: COOPERATION WITH OTHER CONTRACTORS**

The Contractor shall cooperate with other Contractors who may be employed by the City on construction of other work adjacent to or in the proximity of the location of the project.

**SECTION 9: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK**

The Contractor shall not perform any contract work on Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and/or approved by the Deputy City Manager and as specified herein. 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 Deputy City Manager and as specified herein.

If the Contractor plans to perform work outside of the twelve (12) hours available during a regular working day, the Contractor shall first obtain approval from the Deputy City Manager at least twenty-four (24) hours prior to commencing such overtime work. If the Contractor plans to perform work on Sunday, he/she shall obtain approval by the Thursday prior to work on the Sunday for which work is planned. If the Contractor plans to perform work on a legal Holiday, he/she shall first obtain approval from the Deputy City Manager at least 48 hours in advance.

The Contractor shall be charged for all of City of Sparks' and TMWA employee(s) time spent for overtime, Saturday, Sunday or Holiday work, based on the employee's hourly rate, plus benefits. The Contractor will be notified of the costs incurred and if the payment is not made, such costs will be deducted from any payment due to the Contractor.

The Contractor's normal working hours shall be from 7:00 A.M. until 7:00 P.M., Monday through Saturday unless otherwise required by these specifications or approved in writing by the Deputy City Manager when requested in writing by the Contractor, excluding but not limited to, the following legal Holidays, recognized by the City of Sparks:

January 1	New Year's Day
3 <sup>rd</sup> Monday in January	Martin Luther King, Jr.'s Birthday
3 <sup>rd</sup> Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Family Day (day after Thanksgiving)
December 25	Christmas Day

**SECTION 10: CLEANUP**

At completion of the work day, the Contractor will clean up all waste materials, excess materials, trash or other construction completed. Liquidated damages as specified in Section 3 of these specifications, will not be imposed provided that the Contractor is making a reasonable effort to complete clean up in as short a time possible.

**SECTION 11: FORCE ACCOUNT**

Force Account items as defined by the City of Sparks will be additions to the contract arising within the course and scope of the contract for incidental costs due to unforeseen circumstances.

Any force account items shall be adjusted daily upon report sheets, furnished to the Engineer by the Contractor and signed by both parties. These daily reports shall thereafter be considered the true record of

force account items for unforeseen circumstances. No additional incidental work shall be performed or made except upon a written order from the Engineer.

**SECTION 12: OWNERSHIP OF TMWA PLANS AND SPECIFICATIONS**

Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with TMWA shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by TMWA.

All Contract Documents shall be returned to the Project Representative or City of Sparks Purchasing Manager at the completion of the Project. It is the Contractor's responsibility to collect all sets of Contract Documents from Subcontractors and Suppliers for return to TMWA.

**SECTION 13: CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY, QUALIFICATIONS, AND LICENSE.**

The Contractor and Subcontractors shall hold current licenses from the Nevada State Contractors Board. Licenses shall be of the proper classifications and sub-classifications required to perform the Work as specified in Nevada Administrative Code (NAC) 624.150.

Contractor represents and warrants that it has appropriate work experience to be qualified to construct the Work and has successfully constructed at least three similar projects of equal or greater size, scope, type, cost, and complexity within the previous seven years.

**END OF SPECIAL PROVISIONS**

**BID ITEM CLARIFICATION (Schedule A)**  
**C STREET SEWER REHABILITATION PROJECT**  
**18th STREET TO 19th STREET**  
**BID # 12/13-014**  
**PWP # WA-2013-096**

**GENERAL INFORMATION**

Unless indicated otherwise within the specific bid item as described in this section, the Design Engineer's estimated quantity, as contained in the quote schedule, shall be the final pay quantity.

The Design Engineer's estimated quantity, as contained in the bid schedule, is based on the details and dimensions shown on the drawings and no guarantee is made that the quantity, which can be determined by computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity contained in the bid schedule and the quantity or summation of quantities for the same item shown on the drawings, payment will be based on the quantity contained in the bid schedule.

For bid items which are paid based on field measurement, the Design Engineer's representative and the Contractor shall agree upon the quantity daily at which time it shall be recorded and initialed by both the Contractor and the Design Engineer's representative in the Design Engineer's representatives' field report.

**CLARIFICATIONS:**

Technical Specifications are per the Standard Specifications for Public Works Construction (Orange Book), latest edition.

**Item 1 – Mobilization and Demobilization**

This item shall include all labor, equipment, materials, services and other incidentals necessary for mobilization/demobilization, site clean-up, dust control, testing, and obtaining all required insurance, bonds and permits, traffic control and other miscellaneous fees as set forth in these plans and specifications.

Payment for mobilization will be on a lump sum basis with an initial amount of 50% at time of mobilization followed by 50% upon project completion.

**Item 2 – Remove Existing Asphalt**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the removal of the existing asphaltic paving, base and/or subgrade to a depth of 5" below proposed asphalt finish grade surface to the limits as shown on the project drawings. This item shall also include the loading, hauling and legal disposal of the asphalt, base and/or subgrade materials to a suitable facility.

Payment for this item will be based on the contract unit prices per Square Foot for Remove Existing Asphalt, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 3 – Sawcut Existing Asphalt and Existing Concrete**

This item shall include all labor, equipment, materials, services and other incidentals necessary to sawcut bituminous concrete pavement for construction activities identified on the project drawings. All sawcut

locations shall be approved by the City of Sparks Public Works Department Inspector prior to performing. The joint shall be cut to a depth as to allow for a clean finish the entire depth of the existing pavement.

Payment for this item will be based on the contract unit prices per Linear Foot for Sawcut Existing Asphalt and Existing Concrete, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 4 – Remove Existing Curb and Gutter**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the removal of the existing curb, gutter, base and/or subgrade to accommodate the installation of the new curb, gutter and base per the details shown on the project drawings. This item also includes the loading, hauling, and legal disposal of the curb, gutter, base, and/or subgrade materials at a suitable facility. The curb and gutter to be removed is indicated in the project drawings. Sawcutting, as described in Item 3, is required such that the removal lines are neat and straight so that the replacement curb and gutter to be constructed will blend into existing improvements and provide a contiguous appearance.

Payment for this item will be based on the contract unit prices per Linear Foot for Sawcut Existing Asphalt and Existing Concrete, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 5 – Remove Existing Sewer Manholes**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the removal of the existing sewer manholes to accommodate the installation of the new sewer manholes per the details shown on the project drawings. This item also includes the legal disposal of the sewer manhole materials and incidentals at a suitable facility and delivery of the frame and cover to the City of Sparks Corporate Yard.

Payment for this item will be based on the contract unit prices per Each for Remove Existing Sewer Manholes, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 6 – Remove Existing Sewer Main**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the removal of the existing sewer main to accommodate the installation of the new replacement sewer main per the project drawings and project specifications. This item also includes the legal disposal of the sewer main materials and incidentals at a suitable facility.

Payment for this item will be based on the contract unit prices per Linear Foot for Remove Existing Sewer Main, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 7 – Remove Existing Catch Basins and Laterals**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the removal of the existing storm drain catch basins and catch basin laterals to accommodate the installation of the new replacement catch basins and catch basin laterals per the project drawings and project specifications. This item also includes the legal disposal of the catch basin and catch basin lateral materials and incidentals at a suitable facility.



Payment for this item will be based on the contract unit prices per Each for Remove Existing Catch Basins/Laterals, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 8 – Install 4” Asphaltic Paving**

This item includes all labor, equipment, materials, services and incidentals required for the placement of asphaltic concrete paving at the locations indicated on the drawings.

Asphalt concrete pavement placement and compaction methods shall be in accordance with City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Square Foot for 4” Asphaltic Paving, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 9 – Install 1” Type II Class B Aggregate Base**

This item includes all labor, equipment, materials, services and incidentals required for the placement of 1” of Type II Class B Aggregate Base at the locations indicated on the drawings.

Aggregate base placement and compaction methods shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Square Foot for 1” Type II Class B Aggregate Base, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified. There will be no additional payments for installing excess base due to overcutting the existing street section. Any additional costs associated with extra base placement due to overcutting shall be the responsibility of the contractor.

**Item 10 – Install Type 1 Curb and Gutter**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete Type 1 Curb and Gutter at locations shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings and shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Linear Foot for Type 1 Curb and Gutter, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 11 – Install Post Curb**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete Post Curb at locations and heights as shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings and shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Linear Foot for Post Curb, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 12 – Sidewalk and Pedestrian Ramps**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete sidewalk and pedestrian ramps at locations as shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings and shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Square Foot for Install Sidewalk/Pedestrian Ramps, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 13 – Install Type 4-R Catch Basin**

This item includes providing all labor, materials, equipment, tools, excavation, trenching, compaction, loading, hauling, unloading, and all incidentals necessary to complete the installation of Type 4-R Catch Basins at locations as shown in the drawings. This item also includes installation of 12” diameter SDR 35 PVC catch basin laterals, trenching, compaction, associated connections to existing and proposed concrete structures and all incidentals necessary for installation as shown in the project drawings. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Each for Install Type 4-R Catch Basin, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 14 – Install 10” PVC Sewer Main**

This item includes providing all labor, materials, equipment, tools, excavation, trenching, compaction, loading, hauling, unloading, and all incidentals necessary to complete the installation of 10-inch SDR 35 PVC sewer pipe. Pipe shall be furnished complete with all joining materials and other necessary appurtenances. All damaged or defective pipe and appurtenances shall be rejected and removed from the Project Site. The work shall include, trenching, dewatering, shoring, bedding, backfill and compaction, incidentals and appurtenances necessary to complete the pipeline installation work. This item shall also include bypass pumping using noised suppressed equipment as needed through the course of construction.

Payment for this item will be based on the contract unit prices per Linear Foot for Install 10” PVC Sewer Main, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 15 – Install Type 1 Sewer Manhole**

This item includes providing all labor, materials, equipment, tools, excavation, trenching, dewatering, compaction, shoring, bedding, backfill, loading, hauling, unloading, and all incidentals necessary to complete the installation of Type 1 Sewer Manholes at locations as shown in the drawings. This item also includes installation of hinged manhole frames and covers to be provided by the City of Sparks as shown in the project drawings. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Each for Install Type 1 Sewer Manhole, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 16 – Replace SS Laterals and Add Clean Out**

This item includes providing all labor, materials, equipment, tools, excavation, trenching, dewatering, compaction, shoring, bedding, backfill, loading, hauling, unloading, and all incidentals necessary to complete the replacement of existing sanitary sewer lateral and adding sewer cleanouts at locations as shown in the drawings. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Each for Replace SS Laterals and Add Clean Out, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 17 – Adjustment of Utilities/Structures to Grade and Concrete Collars**

This item includes providing all labor, materials, equipment, tools, excavation, compaction, and all incidentals necessary to complete adjusting the grade of existing manholes, catch basins, water and gas valves, monuments and other facilities in conflict with the paving work per Orange Book Specifications section 323.00. This item shall also include installation of new concrete collars. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on a percentage complete of the contract unit price per Lump Sum for Adjustment of Utilities/Structures to Grade and Concrete Collars, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 18 – Survey Monuments**

This item shall include all labor, equipment, materials, services and other incidentals necessary to install Survey Monuments at locations as shown in the drawings. This item includes setting reference monumentation prior to construction by the Contractor for later reestablishment of the existing survey monuments also to be performed by the contractor. Installation shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Each for Survey Monument, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 19 – Force Account**

The force account amount set forth in the quote schedule shall be the same of all contractors providing quotes. This amount shall cover furnishing of materials, equipment and labor and all incidentals for any work not included in the plans and specifications that may be directed by the City of Sparks. This quote item has been established to compensate for any costs allowed as a result of unforeseen interferences, changes to the work, or other items in connection with constructing the improvements, which require work or material by the Contractor in addition to those items included in the Contract. The amount to be included in the Contract for such work shall be set forth in the quote schedule and must be included in the total for this quote.

There is no direct payment for this item. Payment will be made only for additional authorized work performed and the amount included in this item may be used entirely, partially, or not at all. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks representative.

**BID ITEM CLARIFICATION (Schedule B)**  
**TMWA C STREET 8" WATER MAIN REPLACEMENT**  
**18th STREET TO 19th STREET**  
**BID # 12/13-014**  
**PWP # WA-2013-096**  
**WORK ORDER #10.0001.016**

**GENERAL INFORMATION**

Unless indicated otherwise within the specific bid item as described in this section, the Design Engineer's estimated quantity, as contained in the quote schedule, shall be the final pay quantity.

The Design Engineer's estimated quantity, as contained in the bid schedule, is based on the details and dimensions shown on the drawings and no guarantee is made that the quantity, which can be determined by computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity contained in the bid schedule and the quantity or summation of quantities for the same item shown on the drawings, payment will be based on the quantity contained in the bid schedule.

For bid items which are paid based on field measurement, the Design Engineer's representative and the Contractor shall agree upon the quantity daily at which time it shall be recorded and initialed by both the Contractor and the Design Engineer's representative in the Design Engineer's representatives' field report.

**CLARIFICATIONS:**

Technical Specifications are per TMWA's requirements, current AWWA Standards and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

**Item 1 – Mobilization and Demobilization**

This item shall include all labor, equipment, materials, services and other incidentals necessary for mobilization/demobilization, site clean-up, dust control, testing, and obtaining all required insurance, bonds and permits, and other miscellaneous fees as set forth in these plans and specifications. This item is to include the additional mobilization and demobilization costs associated with the water main project only.

Payment for mobilization will be on a lump sum basis with an initial amount of 50% at time of mobilization followed by 50% upon project completion.

**Item 2 – Traffic Control**

This item shall include all labor, equipment, materials and other incidentals necessary to provide traffic control in accordance with the plans and specifications. Work shall include, but not be limited to, preparation and distribution of plans, notices and reports, in addition to the setup, removal and maintenance of all barricades, signs, channeling devices, barrels, cones, flag persons, detours, pilot cars, arrow boards, pedestrian fencing, barrier rail, trench plates, message boards, temporary striping, temporary paving, temporary and permanent striping, aggregate base, plant mix bituminous ramps, and incidentals necessary to provide all traffic control throughout the duration of the project. This item is to include the additional traffic control costs associated with the water main project only.

There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule.

In general, payment associated with this item of work may be prorated based upon the percentage of work completed.

Payment for this item shall be made at the applicable unit price bid per lump sum and shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work specified.

**Item 3 – Weld Butt Strap to Existing 12” Riveted Steel Pipe**

The unit price bid for this item shall include all labor, equipment, materials and other incidentals necessary to install an 8” minimum width butt strap to the existing 12” riveted steel pipe in two locations in accordance with the plans and specifications. Work shall include, but not be limited to, welding the existing riveted steel pipe seam, grinding the existing rivets, welding of the butt strap to the existing riveted steel pipe, welding of the butt strap halves together and cutting of the existing riveted steel pipe.

The Welder must be certified, have prior welding experience on TMWA riveted steel pipe and be approved by TMWA to perform the work.

Payment for this item shall be made at the applicable unit price bid per lump sum and shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work specified.

**Item 4 – Install Transition Assembly**

This item includes the furnishing and installation of 12” Hymax 2000 couplers, 12”x8” ductile iron reducers, 8” foster adapters, 90 degree elbows and gravity or bearing thrust blocks, 12” ductile iron PC 350 pipes, 8” ductile iron pipes, restrained fittings, disinfecting, pressure testing, complete with all appurtenances as required ready for operation. This item includes the entire installation from the 12” riveted steel pipe to the second 90 degree elbow in 19<sup>th</sup> street and the first 90 degree elbow in 18<sup>th</sup> street.

Payment for this item shall be made on the applicable unit price per each assembly installed. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified.

**Item 5 – Furnish & Install 8” Gate Valve**

This item includes the furnishing and installation of 8-inch gate valves, complete with all required fittings, including valve box with lid marked “WATER”, thrust blocks and anchorage, disinfecting, pressure testing, and all other appurtenances as identified in the drawings and specifications.

Payment for this item shall be made on the applicable unit price per each valve as installed. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified.

**Item 6 – Furnish & Install 6” Gate Valve**

This item includes the furnishing and installation of 6-inch gate valves, complete with all required fittings, including valve box with lid marked “WATER”, thrust blocks and anchorage, disinfecting, pressure testing, and all other appurtenances as identified in the drawings and specifications.

Payment for this item shall be made on the applicable unit price per each valve as installed. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified.

**Item 7 – Furnish & Install 4” Gate Valve**

This item includes the furnishing and installation of 4-inch gate valves, complete with all required fittings, including valve box with lid marked “WATER”, thrust blocks and anchorage, disinfecting, pressure testing, and all other appurtenances as identified in the drawings and specifications.

Payment for this item shall be made on the applicable unit price per each valve as installed. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified.

**Item 8 – Furnish & Install 4” PC 350 Ductile Iron Water Main**

This item includes the furnishing and installation of 4-inch Pressure Class 350 Ductile Iron water line, complete with all required fittings, nuts, bolts, excavation, bedding, backfill, compaction, polyethylene encasement, warning tape, tracer wire, thrust blocks and anchorage, disinfection, flushing and flushing appurtenances, pressure testing, and all other appurtenances required for an operational water line, with the exception of Item number 7, Furnish & Install 4” Gate Valve.

This item includes the entire installation of the 4-inch ductile iron water line at the locations shown in the drawings, including removal of existing 12” riveted steel pipe where indicated on the drawings, removal of existing valves, water main and fittings as required to connect to the existing 4” water main with a Hymax coupler as required for installation of the new 4-inch ductile iron main in accordance with the plans and specifications.

Payment for this item shall be made on the applicable unit price per linear foot as specified. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified. This item shall be measured in the field.

**Item 9 – Furnish & Install 6” PC 350 Ductile Iron Water Main**

This item includes the furnishing and installation of 6-inch Pressure Class 350 Ductile Iron water line, complete with all required fittings, nuts, bolts, excavation, bedding, backfill, compaction, polyethylene encasement, warning tape, tracer wire, thrust blocks and anchorage, disinfection, flushing and flushing appurtenances, pressure testing, and all other appurtenances required for an operational water line, with the exception of Item number 6, Furnish & Install 6” Gate Valve.

This item includes the entire installation of the 6-inch ductile iron water line at the locations shown in the drawings, including removal of existing 12” riveted steel pipe where indicated on the drawings, removal of existing valves, water main and fittings as required to connect to the existing 6” water main with a Hymax coupler as required for installation of the new 6-inch ductile iron main in accordance with the plans and specifications.

Payment for this item shall be made on the applicable unit price per linear foot as specified. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified. This item shall be measured in the field.

**Item 10 – Furnish & Install 8” PC 350 Ductile Iron Water Main**

This item includes the furnishing and installation of 8-inch Pressure Class 350 Ductile Iron water line, complete with all required fittings, nuts, bolts, excavation, bedding, backfill, compaction, polyethylene encasement, warning tape, tracer wire, thrust blocks and anchorage, disinfection, flushing and flushing appurtenances, pressure testing, and all other appurtenances required for an operational water line, with the exception of Item number 5, Furnish & Install 8” Gate Valve.

This item includes the entire installation of the 8-inch ductile iron water line including the vertical offset in the intersection of 19<sup>th</sup> street and C Street at the locations shown in the drawings, in accordance with the plans and specifications.

Payment for this item shall be made on the applicable unit price per linear foot as specified. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified. This item shall be measured in the field.

**Item 11 – Slurry Fill Existing 12” Riveted Steel Pipe**

This item includes furnishing and installing self-leveling injectable grout within sections of water mains to be abandoned as shown in the drawings, in accordance with the plans and specifications. This item includes the dewatering of the abandoned pipes, taps for injection and inspection, plugging of pipe ends, service laterals and other connections. Payment for this item shall be made on the applicable unit price per linear foot as specified. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified. This item shall be measured in the field.

**Item 12 – Install Test Station**

This item includes the furnishing and installation of a test station, complete with all required appurtenances, including valve box and concrete collar with lid marked “TEST STATION”, in accordance with the drawings and specifications.

Payment for this item shall be made on the applicable unit price per each test station installed. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified.

**Item 13 – Furnish & Install Flush Valve Assembly**

This item includes the furnishing and installation of 4-inch flush valve assembly per the project drawings and specifications, complete with all required fittings, nuts, bolts, excavation, bedding, backfill, compaction, polyethylene encasement, warning tape, tracer wire, thrust blocks and anchorage, disinfection, flushing and flushing appurtenances, pressure testing, and all other appurtenances required for an operational water main.

Payment for this item shall be made on the applicable unit price per each assembly installed. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified. This item shall be measured in the field.

**Item 14 – Sawcut & Remove Asphalt & Concrete**

This item shall include all labor, equipment, materials, services and other incidentals necessary to sawcut bituminous concrete pavement and Portland cement concrete for construction activities identified on the project drawings. All sawcut locations shall be approved by the City of Sparks Public Works Department Inspector prior to performing. The joint shall be cut to a depth as to allow for a clean finish the entire depth of the existing pavement. This item shall include the sawcutting, removal and proper legal disposal of asphalt paving, Portland cement concrete sidewalk, Portland cement concrete curb and gutter and Portland cement concrete post curb in locations as shown on the project drawings.



Payment for this item will be based on the contract unit prices on a percentage completed basis per lump sum amount specified. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, compaction, and incidentals necessary to complete the work specified.

**Item 15 – Furnish & Install New Concrete Sidewalk & Curb and Gutter**

This item includes providing all labor, materials, equipment, tools, excavation, loading, hauling, unloading, and all incidentals necessary to complete the installation of Portland cement concrete sidewalk, curb and gutter and curb retaining wall at locations shown in the drawings. This item includes installation and compaction of associated aggregate base as shown in the project drawings. All work shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item shall be made at the applicable unit price bid per lump and shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work specified.

**Item 16 – Furnish & Install New Asphaltic Paving & Aggregate Base**

This item includes all labor, equipment, materials, services and incidentals required for the placement of 4” of asphaltic concrete paving on 6” of aggregate base at the locations indicated on the drawings.

Type 3, 50 blow, 3% air void bituminous plantmix PG64-28NV asphalt concrete pavement placement and compaction methods shall be in accordance with City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Type 2 Class B aggregate base placement and compaction methods shall be in accordance with the City of Sparks requirements, the drawings, and the Standard Specifications for Public Works Construction (Orange Book), latest edition.

Payment for this item will be based on the contract unit prices per Square Foot for Furnish & Install New Asphaltic Paving & Aggregate Base, completed and accepted including all labor, materials, tools, testing, and equipment necessary to complete the work as specified.

**Item 17 – Reconnect Existing Services**

This item shall include the installation of a 1-inch service saddle and 1-inch corporation stop on the new water main (for services 1-inch and smaller in diameter), and installation of 1-inch polyethylene pipe to the existing water service line required to provide a complete operable water service lateral. Connection of the new polyethylene pipe to the existing water service line shall be made using a transition coupling. The work includes trenching, excavation, removal and disposal of existing unsuitable materials, asphalt concrete removal, bedding, backfill, and all other appurtenances required to complete water service lateral reconnection. Upon completion of testing, the water service lateral can be placed and connected to existing services. The homeowner shall be given 48-hours written notice of the shutdown with the date, time of shut down, and a phone number of the contractor for any customer questions and comments. Customer outages shall be minimized per direction of TMWA.

Payment for this item shall be made on the applicable unit price for each lateral reconnection. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement, and incidentals necessary to complete the work specified.

END OF BID ITEM CLARIFICATIONS

**Section 00800**

**TMWA SUPPLEMENTARY CONDITIONS**

**ARTICLE 1: GENERAL**

**1.01 General**

- A. These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below.
- B. All provisions which are not so amended or supplemented remain in full force and effect.

**1.02 Project Representative**

- A. The Project Representative is the sole point of contact for the Contractor on matters relating to the Work. References to “Engineer” or “Architect” in the Specifications shall be understood to mean the Project Representative. The Project Representative for this Project is:

Steve Volk, P.E.  
Truckee Meadows Water Authority  
P.O. Box 30013  
Reno, Nevada 89520  
Office: 775-834-8024  
Cell: 775-848-3083  
Fax: 775-834-8003  
Email: svolk@tmwa.com

- B. The Engineer for this project is:  
Gary K. Guzelis, P.E.  
Axion Engineering  
681 Edison Way  
Reno, Nevada 89502

**1.03 COMPLETE SHUT-DOWN OF EXISTING ISOLATION VALVES**

TMWA does NOT imply or guarantee the full and complete shut-down of existing isolation valves. 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; cut and capping of existing water mains; etc., with NO DIRECT PAYMENT to the Contractor.

**ARTICLE 2: CONTRACTOR’S INSURANCE**

**2.01 General**

- A. The Contractor shall provide insurance as specified in Section 28 of the General Conditions as required by the City of Sparks and as modified below.

## **2.02 Engineer and Architect Insurance**

- A. The Engineer shall be named as an additional insured on the general liability and automobile liability insurance policies under the provisions of the General Conditions.

## **ARTICLE 3: ROCK EXCAVATION**

- A. Not Used

## **ARTICLE 4: EXTRA WORK**

- A. Extra work shall be per the City of Sparks Special Provisions Section 7 – Change Orders and Section 11 – Force Account.

## **ARTICLE 5: WARRANTY**

### **5.01 General**

- 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 performed under this contract 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 for work performed and materials furnished under this contract, 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.
- C. This warranty shall continue for one year from the date of the Project Representative's determination that the project is complete.
- D. TMWA shall notify the Contractor, in writing, within a reasonable time after discovery of any failure, defect or damage.
- E. 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.
- F. 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 contract requirements; or any defect of equipment, material, workmanship, or design furnished.
- G. The Contractor shall not be liable for the repair of any defects of material or design directly furnished by TMWA.

- H. 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.
- I. This warranty shall not limit TMWA's rights under Article 5.02 "Inspection and Testing by TMWA" of the Supplementary Conditions with respect to latent defects, gross mistakes or fraud.

### **5.02 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. 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 Article 5.03 "Quality Control" of the Supplemental 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.
- C. The presence or absence of a TMWA inspector or Project Representative does not relieve the Contractor from any contract requirement.
- D. 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.
- E. The Contractor shall, without charge, replace or correct rejected work found by TMWA not to conform to contract requirements, 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.

### **5.03 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.

## **ARTICLE 6: DOCUMENTS FOR CONSTRUCTION**

### **6.01 Ownership of Documents**

- A. “Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with TMWA shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by TMWA.
- B. All Contract Documents shall be returned to the Project Representative at the completion of the Project. It is the Contractor’s responsibility to collect all sets of Contract Documents from Subcontractors and Suppliers for return to TMWA.

## **ARTICLE 7: PROJECT CLOSEOUT**

### **7.01 Procedures**

- A. Upon receipt of the Contractor’s letter, the Project Representative will determine if the Project has been completed as required by the Contract Documents. To be considered complete:
  - 1. The Project shall be in service or be ready to be placed in service.
  - 2. All punch list items shall be completed to the satisfaction of the Project Representative.
  - 3. The final conforming Change Order shall be signed by the Contractor and be ready for execution by TMWA.
  - 4. The retention release pay request shall be submitted and approved by the Project Representative.
  - 5. The Record Drawing set shall be submitted and approved by the Project Representative.
  - 6. All copies of the Contract Documents shall be returned to the Project Representative.
  - 7. All conditions of the Project permits shall be fulfilled. Evidence of acceptance or sign off by each permitting agency shall be submitted to the Project Representative.
  - 8. A copy of the Notice of Termination shall be submitted to the Project Representative. [this item is required only if a NOI was submitted to NDEP as part of the construction storm water permit process. If other properties were

utilized by the Contractor with separate NOI's, copies of the NOT for each property shall be submitted.]

9. The following items shall be submitted and approved by the Project Representative:
  - i. Warranties.
  - ii. Test reports and certifications.
  - iii. If the Contractor utilized other property for staging, equipment storage, stockpiling, or similar uses, a written statement from each property owner stating that all provisions of the agreement between the Contractor and property owner have been complied with.
- B. If the Project is complete, the Project Representative will submit the required documentation to TMWA's Contracts Administrator and request that the Notice of Completion be issued. The one year warranty required by Article 4 "Warranty" of the Supplemental Conditions shall start on the date of the Project Representative's determination that the project is complete.
- C. If the Project is not complete, the Project Representative will notify the Contractor in writing of items that need to be completed or submitted before the Project will be considered complete.

**ARTICLE 8: CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY, QUALIFICATIONS, AND LICENSE.**

- A. The Contractor and Subcontractors shall hold current licenses from the Nevada State Contractors Board. Licenses shall be of the proper classifications and sub-classifications required to perform the Work as specified in Nevada Administrative Code (NAC) 624.150.
- B. Contractor represents and warrants that it has appropriate work experience to be qualified to construct the Work and has successfully constructed at least three similar projects of equal or greater size, scope, type, cost, and complexity within the previous seven years.

**END OF SUPPLEMENTARY CONDITIONS**

## Section 01030

### TMWA SPECIAL PROVISIONS

#### PART 1: GENERAL

##### 1.01 Applicable Items of Work

- A. The water mains and appurtenances to be installed and abandoned as indicated on Contract Drawings C1 thru C6 are to be constructed under a joint Contract with the proposed City of Sparks Sanitary Sewer work. The following Technical Specification Sections supplement the Contract Documents prepared by City of Sparks and shall not be construed to encompass all of the items needed to complete the work. Materials and labor needed to complete the work, but not included in the Sections listed below or Contract Drawings C1 through C6 shall be governed by the applicable Section in the Project Contract Documents or referenced Standard.
- Section 01030 – TMWA Special Provisions
  - Section 02315 – TMWA Trenching, Excavation, Bedding, Backfill and Asphaltic Patching.
  - Section 03300 – TMWA Concrete
  - Section 15010 – TMWA Water Piping and Appurtenances

##### 1.02 Location Of Project

- A. The project is located in Sparks, Nevada. The Project is located on C Street between 18th Street and 19<sup>th</sup> Street. The work is contained within streets and public right of way owned by the City of Sparks (COS).

##### 1.03 TMWA Project Representative and Inspector

- A. The Project Representative is ultimately the sole point of contact for the Contractor on matters relating to the TMWA water system modification work. References to “Engineer” or “Architect” in the Specifications Sections 01030, 02315, 03300 and 15010 shall be understood to mean the Project Representative. The Project Representative for this Project is:
- Steve Volk, P.E.  
Office pH: (775) 834-8024
- B. The TMWA water improvement Inspector shall be the field point of contact on matters relating to the installation and testing of water mains and appurtenances, coordination with TMWA crews, and daily progress updates of water system modifications. The Inspector for the water system improvements identified on Contract Drawings C1 through C6 shall be determined by the preconstruction meeting.

#### **1.04 Description of Work Related to the Water System Modifications**

- A. The water system modification work to be performed under this Contract consists of furnishing all labor and materials to install new water mains and appurtenances, abandonment and removal of water mains and appurtenances, and installation/reconnection of water service laterals within public streets as shown on the plans.

#### **1.05 Hours Of Work**

- A. Hours of work shall be per the City of Sparks regulations.

#### **1.06 Work By Others**

- A. TMWA, other utility companies and other contractors may be working within the project area while the work is in progress. The Contractor shall be responsible to coordinate his work with others working in the project area and cooperate with them in scheduling work.
- B. If any part of the work depends for proper execution or result upon the work of others, the Contractor shall inspect and promptly report to the Project Representative any apparent discrepancies or defects in such work of others that render it unsuitable for such proper execution and results.
- C. Water improvement work in this Contract depends on proper execution and phasing. New mains and services shall be installed and tested prior to abandoning existing due to the need to provide continued water service.

#### **1.07 Existing Facilities**

- A. Existing facilities whether above or below grade shall be protected from damage by the Contractor's operations. Any damage shall be repaired to the satisfaction of the Project Representative at the Contractor's expense.
- B. The locations of existing underground utilities shown on the drawings were determined from various sources. It is the Contractor's responsibility to determine the actual location of underground facilities as noted in the design drawings. Potholing shall be required and shall be incidental to the most appropriate bid item.
- C. Contractor shall be fully and solely responsible for locating sanitary sewer laterals. Repair of sanitary sewer laterals damaged during locating and/or construction activities shall be repaired per the City of Sparks standards.
- D. Removal and disposal of any abandoned utilities, facilities, and/or structures encountered during excavation shall be considered incidental to the work being performed with NO DIRECT PAYMENT to the Contractor. An exception to the



above condition would be abandoned facilities and/or structures which meet the definition for rock excavation as stated in Article 3A. of the Supplementary Conditions. Payment for removal of a qualifying facility and/or structure shall be per Article 3 Rock Excavation of the Supplementary Conditions.

**1.08 Disposal of Water and Water for use in Testing and Flushing New Mains**

- A. Water developed as a result of the work shall be disposed of by the Contractor at the Contractor's expense.
- B. It shall be the Contractor's responsibility to arrange for legal disposal of water without damage to adjacent properties.
- C. Water for the testing and flushing of new water mains under this Contract shall be provided free of charge. Connections made to potable sources shall be installed with adequate backflow protection as determined by the TMWA Inspector.

**1.09 Materials Testing**

- A. The Contractor shall be responsible for providing material meeting the requirements shown on the drawings and specified in the Contract Specifications.
- B. At the option of the Project Representative, TMWA may obtain material samples and perform additional material tests to ensure compliance with the plans and Specifications.

**1.10 Field Density Testing**

- A. The Contractor shall be required to meet or exceed the material compaction and performance characteristics listed on the Specifications at all times.
- B. A testing laboratory retained by the City of Sparks will obtain material samples and perform material tests and field density testing to ensure compliance with the plans and specifications.
- C. The Contractor shall be responsible for coordinating materials testing with the Inspector and shall provide at least 2 working days notice for scheduling the testing laboratory.
- D. Prior to the placement of any asphalt, concrete sidewalks or related improvements the Contractor shall notify and schedule the appropriate personnel at City of Sparks for inspection of the subgrade. Failure to obtain prior inspection and approval resulting in subsequent removal and replacement of any improvement shall be the responsibility of the Contractor at no cost to TMWA.

## **1.11 Water Service Outages**

- A. The work required dictates that TMWA customer water service interruptions shall be necessary to tie in new services laterals, to tie in to new mains to existing and/or replacing sections of existing mains. Residential water service outages shall require a minimum of 1 working day notice. Commercial or business water service outages shall require a minimum of four working days' notice. Water service outages shall be limited between the hours of 9 am to 5 pm Monday through Friday, and not on any recognized Holidays.
- B. Extensive coordination and planning shall be required by the Contractor to keep water service outages limited to between the hours of 9 am to 5 pm (8 hour duration). Prior to the work an outage plan shall be developed by the Contractor and submitted to the TMWA Project Representative for comment and approval. The TMWA does not guarantee a complete shutdown of any section of main, trench dewatering and the subsequent disposal of nuisance water can be expected above what would normally be anticipated if a complete shutdown was achieved.
- C. TMWA does not imply or guarantee the full and complete shut-down of existing isolation valves. 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; cut and capping of existing water mains; etc., with no direct payment to the contractor.
- D. The Contractor shall provide sufficient labor and equipment to meet the requirements of paragraph 1.11(A), (B) & (C). Replacement sections may need to be pre-excavated with the replacement pipe and fittings pre-assembled and disinfected prior to removing existing, or making tie-ins to existing. The removal of existing shall happen without delay after water services are terminated, and the work shall continue to completion until the replacement section or connection is installed, flushed, and placed in-service. Overtime, if needed to complete activation of customer's water services shall not be subject to additional payment to the Contractor.

## **1.12 Use of Steel Plates**

- A. When freezing temperatures are anticipated, all steel plates used for this project must have a skid-resistant coating. A maximum of two (2) steel plates may be placed at the end of each work shift to serve as a temporary trench/excavation cover. The use of additional steel plate(s) will require approval from the City of Sparks Permit Inspector. Steel plates shall have asphalt concrete pavement ramps constructed around the perimeter of the plate(s). Cold-mix asphalt concrete pavement patch is sufficient for this purpose. The use of steel plates will not be permitted if inclement weather is forecast (rain, snow, etc.). Warning signs stating "STEEL PLATES ON ROADWAY", or similar, shall be adequately placed to caution motorists.

END OF SECTION

## Section 02315

### TRENCHING, EXCAVATION, BEDDING, AND BACKFILL

#### PART 1 – GENERAL

##### 1.01 General

- A. Furnish all labor, equipment, and incidentals necessary for trenching, excavation, pipe bedding, backfill, and asphalt concrete patching. Trench excavation shall include the removal and disposal of all materials or obstructions of any nature; the installation and removal of all sheeting, bracing, and shoring; and the control of water necessary to construct the work as shown. Unless otherwise indicated on the Improvement Plans or permitted by the TMWA Project Representative, excavation shall be by open cut.

##### 1.02 Applicable Publications

- A. The publications listed form a part of these specifications to the extent referenced. The publications are referred to in the text by the basic designation only.
  - 1. American Association of State Highway and Transportation Officials (AASHTO) Publications
  - 2. The Standard Specifications for Public Works Construction (Orange Book), Latest Edition
  - 3. Nevada Department of Transportation (NDOT) Standard Specifications for Road and Bridge Construction, Latest Edition
  - 4. The International Building Code, Latest Edition
  - 4. Truckee Meadows Water Authority (TMWA) Engineering & Construction Standard
  - 5. NV Energy (Sierra Pacific Power Co. - SPPC) Gas Engineering and Construction Standards Volume 15

##### 1.03 Submittals

- A. Four (4) Copies of Certified Laboratory Test Reports for each material used on the project.

##### 1.04 Delivery And Storage

- A. All materials used for backfilling and bedding shall be stored in a manner to protect them from contamination and minimize segregation of graded materials.

- B. Stockpiling of excavated material on City streets is not allowed. Excavated material shall be removed from the job site immediately.
- C. The use of private property for storage/staging shall not be permitted unless a permit is obtained from the City of Sparks authorizing this use.

## **PART 2 – MATERIALS**

### **2.01 Water Pipe Sand Bedding (Within Pipe Zone)**

Water pipe sand bedding shall be imported, and shall be free from foreign materials such as ice, clay, rocks, sticks, vegetation, or other objectionable material. Water pipe sand bedding shall be Class A Backfill as specified in Section 200.03.02 of the Standard Specifications for Public Works Construction, Latest Edition.

### **2.02 Trench Backfill (Above Pipe Zone)**

Trench backfill shall be Type 2, Class B Crushed Aggregate Base as specified in Section 200.01.03 of the Standard Specifications for Public Works Construction, Latest Edition.

### **2.03 Excavatable Cement Slurry**

Excavatable cement slurry shall conform to Section 207.02.03 Slurry Cement Backfill, Class A, Excavatable, 50 to 200 PSI 28 Day Strength – of the Standard Specifications for Road and Bridge Construction, Nevada Department of Transportation, Latest Edition.

### **2.04 Asphalt Concrete for Pavement Patches**

Asphalt Concrete material shall be hot-mix asphalt (plantmix bituminous pavement) conforming to City of Sparks requirements and the Standard Specifications for Public Works Construction, Latest Edition.

## **PART 3 - EXECUTION**

### **3.01 General**

- A. All trenches shall be backfilled after pipe, fittings, and appurtenances have been installed, inspected, and approved for backfill.
- B. All wood and waste material shall be removed from excavation preparatory to backfilling. Backfill material shall be approved in all cases by the TMWA Inspector and shall be free of trash, wood, large rock, or other objectionable debris.
- C. Backfilling shall include the refilling and compacting of the fill in trenches or excavations. Type 2, Class B Crushed Aggregate Base backfill above the pipe zone in all areas shall be compacted throughout to a minimum of 95%

maximum dry density (M.D.D.) at optimum moisture content per ASTM D 1557, unless specified otherwise.

- D. Trench excavation work shall be performed in a safe and proper manner with suitable precautions being taken against hazards of every kind. Trench excavations shall provide adequate working space and clearances for the work to be performed therein, and for installation and removal of sheeting and shoring that may be required.
- E. Backfilling during freezing weather shall not be done except by permission of the TMWA Inspector. No backfill materials shall be installed on frozen surfaces, nor shall frozen materials, snow, or ice be placed in any backfill.

### **3.02 Trench Configuration and Alignment**

- A. The new pipeline shall be laid to the alignments and grades shown on the Improvement Plans and as directed by the TMWA Inspector.
- B. Trench width depicted in the typical trench detail(s) is a MINIMUM width. NO ADDITIONAL PAYMENT will be made for additional backfill materials (sand, cement slurry, and/or base) for trench widths in excess of those depicted in the typical trench detail(s). Theoretically, the trench width could be the entire width of the street from lip of curb to lip of curb.
- C. The bottom of the trench shall be graded uniformly to provide a minimum cover over the top of the water pipe, provide continuous bedding support under the pipe, and to allow the pipe to be laid to the alignments shown in the Improvement Plans.

### **3.03 Water Pipe Sand Bedding and Backfill**

- A. The trench shall be over-excavated to a depth of at least 6-inches below the bottom of the water pipe. Water pipe sand bedding shall be brought to optimum moisture content and compacted to at least 90% maximum dry density (M.D.D.) per ASTM D 1557.
- B. The pipe bedding at the trench bottom shall have a flat or semicircular cross section. The bottom of the trench for all pipe shall be graded and prepared to provide a firm and uniform bearing throughout the entire length of each joint except for excavation required at joints. Pipe couplings shall not rest on the trench bottom, and laying the pipe on mounds will not be allowed.
- C. The pipe zone is to extend from the bottom of the excavation to 12-inches above the top of the pipe, and shall be backfilled with sand bedding as specified in Section 2.01 of this Specification, unless otherwise specified in the Improvement Plans. Where water and gas are in a common trench, the pipe zone extends from the bottom of the trench to 12-inches above the gas

pipe. After center loading the pipe to prevent lateral movement, select granular imported material shall be placed in the trench simultaneously on each side of the pipe for the full width of the trench in layers not to exceed 8-inches in depth.

- D. Above the pipe zone to the top of the trench or pavement section, backfill shall consist of Type 2, Class B Crushed Aggregate Base material as specified in Section 2.02 of this Specification. Backfill shall be placed in horizontal layers with thickness not to exceed 8-inches in depth.
- E. Where existing underground pipes or conduits larger than 3-inches in diameter cross the trench above the new work, the backfill from the bottom of the trench to the spring line of the intersecting pipe or conduit shall be as specified in the Improvement Plans. This material shall extend 2 feet on either side of the intersecting pipe or conduit which will insure that the material will remain in place while other backfill is placed.

#### **3.04 Asphalt Concrete Pavement Patching**

- A. Not used

#### **3.05 Sheeting and Shoring**

- A. Excavation for trenches shall be properly and substantially sheeted, braced, and shored as required. Sheeting, bracing, and shoring shall be designed and built to withstand all loads that might be caused by earth movement or pressure and shall be rigid, maintaining shape and position under all circumstances.
- B. During backfilling, any shoring shall be carefully removed by the Contractor in such a manner as will result in a minimum of caving.

#### **3.06 Disposal of Excavated Materials**

- A. Excavated material shall be the responsibility of the Contractor and shall be disposed of offsite with no direct payment.

#### **3.07 Blasting**

- A. No blasting will be permitted on this project.

#### **3.08 Maximum Length of Trench Open**

- A. At the end of each working day (shift), there shall be minimal open trench/excavation. Reference Part 1.12 of Section 01030 Special Provisions regarding restrictions for the use of steel plates serving as a temporary trench/excavation cover.

#### **3.09 Control of Water**

- A. When water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations free from water until the placing of the sand bedding material or pouring and curing of the excavatable cement slurry, laying and jointing of the pipe, pouring and curing of concrete, and placing of the backfill material has been completed, inspected, approved, and all danger of flotation and other damages is removed, with NO DIRECT PAYMENT. Groundwater pumped from the trench shall be disposed of in such a manner as will not cause injury to public or private property, or constitute a nuisance or menace to the public, and shall be subject to the approval of the City of Sparks and TMWA.

**3.10 Special Foundation Treatment**

- A. Whenever the bottom of the trench is soft, yielding, or in the opinion of the TMWA Project Representative, otherwise unsuitable as a foundation for the pipe, the unsuitable material shall be removed and replaced with suitable material as specified by the TMWA Project Representative. No Direct payment will be made.

**3.11 Curb & Gutter, Sidewalk, and/or Driveway Approach Replacement**

- A. Curb & gutter, sidewalk, and/or driveway approaches requiring replacement, as identified in the Improvement Plans, shall be replaced with minimum 2-inches thickness temporary asphalt concrete patch matching adjacent finish grades. Existing flow lines shall be maintained within curb & gutter replacement sections.
- B. The Contractor shall bear the sole responsibility to utilize construction methods and the appropriately sized and type of equipment which protect the existing curb & gutter, sidewalk, and/or driveway approaches in place. Any damage to the existing curb & gutter, sidewalk, and/or driveway approaches, at locations other than those specifically identified on the Improvement Plans for replacement, shall be replaced by the Contractor at no cost to TMWA or the City of Sparks. Replacement method shall be field determined by the City of Sparks permit inspector on a case-by-case basis, and may include replacement with 2-inches temporary asphalt concrete patch or replacement with concrete per City of Sparks requirements and standard details. In addition, the Contractor will be solely responsible for any additional inspection charges the City of Sparks may charge for the replacement of damaged curb & gutter, sidewalk, and/or driveway approaches.

**PART 4 – METHOD OF PAYMENT**

Payment for all work involved in completing trenching, excavation, bedding, backfill; replacement of asphalt surfacing material; restoration of curb and gutter, sidewalks, driveway approaches; and all other incidentals involved in this section, as defined in



these specifications, and shown on the Improvement Plans, shall be included in the contract price per unit of measurement as defined in the Bid Schedule.

END OF SECTION

## Section 03300

### TMWA CONCRETE

#### PART 1: GENERAL

##### 1.01 Description

- A. The work of this section consists of furnishing and placing concrete, including forming, reinforcement, and curing in accordance with the Standard Specifications of Public Works Construction (SSPWC) and as specified herein. This section also includes provisions for filling mains to be abandoned in place with grout.

##### 1.02 Submittals

- A. Mix designs and certified test results verifying that the components and final products meet these specifications.
- B. Reinforcing steel shop drawings.
- C. Technical information for equipment and operational procedures included projected grout injection rate, grout pressure, method of controlling grout pressure, bulkhead and vent design, and number of stages for grout application.

#### PART 2: PRODUCTS

##### 2.01 Concrete

- A. Concrete shall consist of Portland cement, fine aggregate, coarse aggregate, water, and admixtures. Concrete shall conform to the requirements of Section 202.00 of the SSPWC.
- B. Aggregate Sizing:
  - 1. Coarse aggregate maximum grading shall be either 1-1/2 inch or 1 inch. Grading shall be as set forth in Section 200.05 of the SSPWC.
  - 2. Where the spacing of reinforcing bars is such as to result in minimum clearances, or in other locations where in the opinion of the Project Inspector difficulties may be experienced in pouring concrete with 1-1/2" maximum size aggregate, concrete with 1" maximum size aggregate shall be used.

Type of Use	Minimum Cement Content	Minimum Compressive Strength , psi	Slump Inches	Maximum Water Cement Ratio (By Weight)	Air Content
Sidewalks, curbs, gutters, valve and manhole collars, valley gutters, pedestrian ramps and driveway approaches	6 sacks per cubic yard	4,000	1 to 4	0.45	6% ±1.5%
Thrust and Anchor Blocks	564 lbs/cubic-yard	3,000	3 to 4	0.50	No Requirement
Excavatable Slurry Bedding and Backfill	Submit Mix Design	50 to 200	6 to 9	Submit Mix Design	5%-min.
Injection Grout for Abandoned Water Mains	100 lbs/cubic-yard	300	10 to 11	Submit Mix Design	No Requirement
* Mix designs shall have a target air content of 6 percent, unless stipulated otherwise. Field air content shall be 6 percent ± 1½ percent.					

## 2.02 Reinforcing Bars

- A. Deformed Bars, ASTM A615, Grade 60, free from rust, scale, oil, or frost.
- B. Reinforcement supported from formwork shall rest on Class 1 (plastic protected) bar supports, as specified in Manual of Standard Practice by the Concrete Reinforcing Steel Institute (CRSI).
  - 1. Reinforcement supported from the ground shall rest on 3 inch high precast concrete blocks not less than 4 inches square, and having a compressive strength equal to the specified compressive strength of the concrete being placed.
  - 2. The precast blocks shall have been cured as specified for concrete and shall contain soft steel wires imbedded therein for fastening to the reinforcing.
- C. Details of concrete reinforcement not shown on drawings shall be in accordance with CRSI Manual of Standard Practice.

### **2.03 Steel Plates**

- A. Steel plates for backing or thrust block bracing shall be ASTM grade A36, size and thickness per plans. Refer to plans if coatings are required.

### **2.04 Patching Grout**

- A. Neat Portland cement, water, and fine sand passing a No. 30 mesh sieve.

### **2.05 Nonshrink Grout**

- A. Masterflow 713, as manufactured by Master Builders Company, Cleveland, OH.

### **2.06 Injection Grout**

- A. Grout to be used to fill abandoned water mains in place shall consist of Portland Cement and Fly Ash. The grout shall have a minimum penetration resistance of 100 psi in 24 hours when tested in accordance with ASTM C403. Grout shall have a shrinkage of 1% or less when fully cured. Injection grout shall be self-leveling.

### **2.07 Curing Materials**

- A. Sheet Materials: ASTM C171, 4 mil polyethylene film or waterproof paper.
- B. Spray Applied Membrane Forming Liquids: Meet or exceed requirements of ASTM C309, Type 1-D, Class B, except that the loss of water, when tested, shall be not more than 0.15 kilograms per square meter in 24 hours, nor more than 0.45 kilograms per square meter in 72 hours. Shall be a water-base, resin cure with a fugitive dye. Products by Burke, W.R. Meadows, Inc., or equal.

### **2.08 Premolded Joint Filler**

- A. Premolded joint filler (expansion joint material) shall be asphalt impregnated fiberboard meeting the requirements of ASTM D1751, ½” thick.

### **2.09 Expansion Anchors**

- A. Expansion anchors for anchoring equipment to concrete surfaces shall be zinc plated, ITW Ramset Trubolt Wedge Anchors, Hilti Kwik Bolt-II, or equal.
- B. Where stainless steel anchors are specified, they shall be Type 304 stainless steel anchors, ITW Ramset Trubolt Wedge Anchors, Hilti Kwik Bolt-II, or equal.
- C. Provide all required washers and nuts of the same material as the anchor.

## **2.10 Adhesive Anchors**

- A. Adhesive anchors for anchoring equipment to concrete surfaces shall be Hilti HIT HY-150 Adhesive Anchor System, Simpson Acrylic-Tie Adhesive Anchor System, or equivalent. Provide all required washers and nuts.
- B. Use ASTM A36 threaded rod unless otherwise noted on the Drawings.
- C. Use ASTM F593 stainless steel threaded rod where noted on the Drawings.

## **PART 3: EXECUTION**

### **3.01 General**

- A. Concrete construction shall conform to the requirements of Section 311 of the Standard Specifications.
- B. Prior to the placement of concrete within City of Reno right of way the subgrade shall be inspected and approved by the applicable City of Reno Representative. A minimum of 48 hours prior to needing subgrade inspection contact the City of Reno and arrange for the required inspection time and place.
- C. Concrete replacement thickness and dimensions shall match or exceed existing.

### **3.02 Concrete Mixing And Delivery**

- A. Concrete shall be delivered to the site by transit mixers.
- B. No concrete shall be placed in the work after it has begun to set or more than one hour after it has been mixed.
- C. The rate of delivery, haul time, mixing time and hopper capacity shall be such that all mixed concrete delivered shall be placed in the forms within one hour from the time of introduction of cement and water to the mixer. All concrete shall be kept continuously agitated until discharged in the hopper at the job site.
- D. Ready-mixed concrete shall be batched, mixed, and transported in accordance with ASTM C94 and Chapter 7 of ACI 301. Plant equipment and facilities shall conform to the "Check List for Certification of Ready Mixed Concrete Production Facilities" of the National Ready Mixed Concrete Association.

### **3.03 Concrete Handling And Placement**

- A. Excavations And Formwork:

1. Excavations shall be kept free from water while concrete is being placed, cured and finished therein. Fresh concrete shall be protected at all times from running water.
2. Before placing concrete, all form work shall be cleaned of dirt and construction debris, water-drained, reinforcement securely and properly fastened in its correct position, forms at construction joints re-tightened, all bucks, sleeves, hangers, pipes, conduits, bolts, wires, etc., installed. No concrete shall be placed before the forms and all work that is to be embedded have been set and observed by the Project Administrator.

B. Concrete Placement:

1. Concrete shall be conveyed from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent the separation or loss of the materials. The concrete shall be deposited in the forms as nearly as practicable in its final position to avoid rehandling.
2. Concrete shall be placed and consolidated by methods that will not cause segregation of the aggregates and will result in a dense homogeneous concrete which is free of voids and rock pockets. All concrete shall be used while fresh and before it has taken an initial set. Retempering any partially hardened concrete with additional water will not be permitted.
3. Surfaces on which concrete is to be placed shall be thoroughly moistened with water immediately before placing concrete.
4. Concrete shall not be deposited on frozen or ice-coated ground nor on ice-coated forms, reinforcing steel, embedded items or construction joints.
5. In vertical sections, concrete shall be deposited continuously in horizontal layers of 24 inches maximum depth so as to maintain a horizontal plastic surface until the completion of the unit. No concrete shall be deposited on concrete which has hardened sufficiently to cause the formation of seams and planes of weakness within the section.
6. Concrete for horizontal members or sections shall not be placed until the concrete in the supporting vertical members or sections is no longer plastic and has been in place at least two hours.
7. In all slabs, concrete shall be deposited in a continuous or monolithic operation to the full thickness of the slab. Each batch shall be dumped against previously placed concrete and not away from it, and shall not be dumped in separate piles and then worked together.
8. Concrete mixed or placed while the atmospheric temperature surrounding the work is at or below 35 degrees F., or when there is indication that the temperature may drop below 35 degrees F. within 24 hours shall comply with the provisions of ACI 306, latest edition.
9. Admixtures, hot water, heaters, blankets, enclosures, etc. required to meet the requirements of ACI 306 shall be at the Contractor's expense.

### **3.04 Formwork**

- A. Lumber, prefabricated wood panels, metal, or plastic-lined panels shall be sound and free from any defects that will mar or detract from the surface of the finished concrete. Construct forms sufficiently tight to prevent loss of mortar. Treat forms with a nonstaining material to eliminate absorption of water and to act as a form release agent.
- B. Thoroughly remove all dirt, mortar, and foreign matter before each use. Where the bottom of the form is inaccessible from within, provide access panels to permit thorough removal of extraneous material before placing concrete.
- C. Chamfer all exposed horizontal and vertical edges of structures  $\frac{3}{4}$ -inch, both interior and exterior of structures. Round all exposed edges of slabs to  $\frac{1}{2}$ -inch radius.
- D. Earth trench forms for walls and footings below existing and final grades may be used, if approved after inspection of the trenches, provided the sides are clean, even, vertical, true, and provided the bottoms are level, clean, and without fill, and the width is increased two inches.

### **3.05 Reinforcement**

- A. Reinforcement shown on drawings shows only the necessary information for detailing the reinforcement and preparing placing and bending details. It is the Contractor's responsibility to detail the reinforcement.
- B. Bending shall be in accordance with CRSI Manual of Standard Practice, Chapter 7.
- C. Place reinforcement accurately as shown. Adequately secure metal reinforcement in position by concrete or metal chairs and spacers, in accordance with CRSI Manual of Standard Practice. Distance between the steel and the surface, as shown; otherwise, in accordance with UBC Chapter 19. In walls, use bolsters between form and reinforcement to prevent lateral displacement of reinforcement and to insure proper concrete cover.
- D. After reinforcement has been placed, it shall be inspected and approved by the Project Inspector before placing concrete.
- E. At time concrete is placed, all metal reinforcement and plates shall be free from rust, scale, frost, or other coatings that would destroy or reduce the bond.

### **3.06 Slab Finishing**

- A. After concrete has been thoroughly consolidated, screed slabs to the desired elevation and contours by means of accurately placed edge forms and intermediate screed strips.
- B. Floated Finish:

1. Place, consolidate, strike off, and level concrete, but do not work it further until ready for floating. Begin floating when water sheen has disappeared and when the surface has stiffened sufficiently.
  2. During or after the first floating, check planeness of surface with a 10-foot straightedge applied at not less than two different angles, and then cut down all high spots and fill all low spots to achieve a true plane within 1/4 inch in 10 feet.
  3. Refloat slab immediately to a uniform sandy texture.
- C. Broom Finish: Immediately after floating, give slabs a scored texture by drawing a broom across the surface. Exterior slabs shall have a transverse coarse texture. Interior slabs shall have a very light texture parallel to the slope of the slab.
- D. Joints shall conform to Section 312.09 of the Standard Specifications.

### **3.07 Curing And Protection**

- A. Beginning immediately after placement, protect concrete from drying, excessively hot and cold temperatures and mechanical injury. Keep moisture loss to a minimum until cement has hydrated and concrete is hard.
- B. Slabs: Immediately after finishing, apply one of the materials specified in article entitled Curing Materials, but use membrane forming liquid only with Project Representative's approval.
- C. Protection:
1. In cold weather, the recommendations of ACI 306 shall be followed. In general, maintain the moisture conditions but also, by heating or covering, maintain the temperature of the concrete between 50°F and 60°F for entire curing period.
  2. In hot weather the recommendations of ACI 305 shall be followed. Take immediate steps to protect newly finished concrete from drying effects of wind and sun. Concrete temperature at time of placement shall not exceed 90°F.
  3. During curing period, protect concrete from mechanical damage, loading, shock and vibration.

### **3.08 Nonshrink Grout**

- A. Use nonshrink grout to fill voids under base plates, equipment bases and the interior of mains identified on the plans to be grout filled and abandoned in-place. Grout shall be mixed and used in accordance with manufacturer's recommendations. Exposed edges shall be smooth, straight and even.

### **3.09 Injection Grout**

- A. As noted on the plans, water mains identified to be abandoned in-place and interior voids filled with grout shall conform to the following items of work:



1. Plug downstream end of pipe, all service connections, fire hydrant laterals with concrete or other suitable means to contain grout. Dewater main and remove any debris prior to grout placement. The distance between grout injection and exit points shall not exceed 500-feet, or as required to be able to fill pipe and confirm exit on downstream end.
2. Install vertical taps for grout injection on upstream end and a stand pipe or other suitable means to inspect grout exit on downstream end.
3. Inject grout into the upstream end until visual exit of grout on downstream end is achieved. Operate equipment at pressures that will not distort or imperil portion of work, new or existing utilities. Monitor grout quantities to confirm contained within pipe during operation, grout leakage and/or shrinkage is not subject to additional payment.

### **3.10 Miscellaneous Items**

- A. Install expansion anchors and adhesive anchors in accordance with the manufacturer's recommendations including minimum edge distance and spacing requirements.
- B. Do not set adhesive anchors deeper than the embedment specified.

END OF SECTION

## Section 15010

### PIPING, VALVES, DISTRIBUTION HOT TAPS AND RELATED APPURTENANCES

#### 1.0 GENERAL

1.1 These specifications describe the pipe, fittings, valves, couplings, and miscellaneous equipment required for the construction and testing of the proposed water mains, connection to existing water facilities, temporary line stops and miscellaneous appurtenances as delineated on the drawings.

#### 1.2 Standards

The following standards are incorporated herein in these specifications:

- A. "Standard Specifications for Public Works Construction," (Orange Book) hereinafter referred to as Standard Specifications, sponsored and distributed by the Washoe County, Sparks, Reno, Carson City, Yerington and the Regional Transportation Commission of Washoe County, Latest Edition.
- B. "AWWA Standards," American Water Works Association, Denver, Colorado.
- C. Truckee Meadows Water Authority (TMWA) Standard Drawings (Appendix A-2) and Standard Construction Specifications (Appendix A-1). These documents are available at the TMWA corporate offices, 1355 Capital Boulevard, Reno, Nevada 89520, or online at tmh2o.com.

#### 1.3 References

This section references the appropriate American Water Works Association standards relating to gate valves; manufacturing, linings, coatings, pipe joints, and fittings for Ductile Iron and PVC water pressure pipe and miscellaneous pipe and fittings. The standards are a part of this section as specified and modified, and shall reflect the standard's latest edition.

##### A. Ductile-Iron pipe and fittings:

- |             |  |
|-------------|--|
| C104/A21.4  | Cement-Mortar lining for Ductile-Iron Pipe and Fittings for Water.         |
| C105/A21.5  | Polyethylene Encasement for Ductile-Iron Pipe Systems.                     |
| C110/A21.10 | Gray Iron and Ductile-Iron fittings, 3-48 inches for Water.                |
| C111/A21.11 | Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.          |
| C115/A21.15 | Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges. |
| C150/A21.50 | Thickness Design of Ductile-Iron Pipe.                                     |
| C151/21.51  | Ductile-Iron Pipe, Centrifugally Cast for Water or Other Liquids.          |

C153/A21.53 Ductile-Iron Compact Fittings for Water Service  
C600-05 Installation of Ductile-Iron Water Mains and Appurtenances.

B. PVC pipe and fittings:

- C605 Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
- C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4-12 inches for Water Distribution.
- C901 Polyethylene (PE) Pressure Pipe and Tubing, ½-inch through 3-inch.

C. Valves:

- C500 Gate Valves, including the appendix.
- C504 Rubber-Seated Butterfly Valves
- C509 Resilient-Seated Gate Valves
- C515 Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service

D. Disinfection of water mains:

- C651 Disinfecting water mains.

1.4 Submittals

Provide submittals for the following items:

- A. Ductile Iron Pipe
- B. All Ductile Iron Pipe Fittings
- C. Polyethylene Encasement for Ductile Iron Pipe Systems
- D. AWWA C900 PVC Pipe
- E. Gate Valves, Valve Boxes, Valve Box Covers, Debris Caps, Riser Pipe
- F. Couplings and Pipe Restraint Systems
- G. Tapping Sleeves
- H. Warning Tape
- I. CTS HDPE Tubing and Connections for service lines
- J. Service Saddles
- K. Corp Stops
- L. Water Meter Boxes per TMWA Standards

- M. Flange and Mechanical Joint T-Head Bolts and Nuts
- N. Miscellaneous Brass Fittings
- O. Concrete for Thrust Blocks

## **2.0 MATERIALS**

### **2.1 Submittals**

Submit manufacturer's standard drawings or catalog cuts for the items specified.

### **2.2 Ductile Iron Pipe and Fittings**

- A. Ductile Iron pipe of the specified diameters and conforming to AWWA Standard C150 and ANSI A21.50 shall be installed in the locations shown on the drawings. All Ductile Iron pipe and fittings shall receive polyethylene encasement.

- B. Pipe Materials

Ductile Iron pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA A21.51/C151. The pipe shall be designed for maximum of 100 psi rated operating pressure plus a 100 psi minimum surge allowance, a 2-to-1 factor of safety, Type 4 laying conditions, and a minimum depth of cover of three (3.5) feet and a maximum of twelve (12) feet. The thickness class shall be Pressure Class 350.

Each pipe section shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

The class or nominal thickness, net weight without lining, and name of manufacturer shall be clearly marked on each length of pipe. Additionally, the letter "DI" or "Ductile" and the country where cast shall be cast or stamped on the pipe.

- C. Ductile Iron Pipe Coatings

Pipe shall have standard asphaltic pipe coating on the exterior and a standard thickness cement - mortar lining on the interior in accordance with ANSI/AWWA A21.4/C104, latest revision.

- D. Ductile Iron Pipe Joints

Ductile Iron pipe shall be flanged, push-on, mechanical joint or restrained joint as noted on the drawings. Push-on joints shall permit a minimum deflection of three degrees without leakage under design conditions.

Mechanical joints shall be furnished with a Ductile Iron follower gland and bolts with each joint. Restraining devices shall be provided where restrained joints are called for.

Restrained joints for pipe shall be provided by either restraint glands for Mechanical Joint pipe, restraint gaskets for Push-On joints or restrained push-on joints with locking segments. Restraint gaskets shall be U.S. Pipe Field Lok joint restraint or approved equal. Restrained push-on joints shall be U.S. Pipe TR Flex or approved equal.

Ductile Iron flanged pipe shall conform to ANSI/AWWA C115/A21.15. Ductile Iron pipe with flanged ends shall conform to the requirements of AWWA C115 for Class 125 ANSI B16.1 flanges.

E. Ductile Iron Pipe Fittings

All fittings shall be Ductile Iron. Ductile Iron fittings shall conform to the latest revisions of either ANSI/AWWA A21.10/C110 or ANSI/AWWA A21.53/C153. Fittings shall have a standard asphaltic coating on the exterior and a standard thickness cement mortar lining on the interior in accordance with ANSI/AWWA A21.4/C104, of latest revision.

Fittings and accessories shall be furnished with flanged, push-on or mechanical ends in accordance with the drawings.

Restrained joints for Mechanical Joint fittings shall be by Ductile Iron restraint glands. Restraint glands shall be EBBA Iron Series 1100 Megalug or approved equal.

F. Gaskets

The gasket shall be of such size and shape to provide an adequate compressive force against the plain end and socket after assembly to affect a positive seal under all conditions of joint and gasket tolerances.

The size, mold number, gasket manufacturer's mark, the trademark of the joint, and year of manufacturer shall be molded on the gaskets. Markings shall not be on the sealing surfaces.

One gasket shall be furnished with each length of pipe.

Lubricant, where required, shall be nontoxic, shall not support the growth of bacteria, and shall have no deterioration effects on the gasket material nor shall it impart taste or odor to water in a pipe. The lubricant shall be delivered to the site in unopened, sealed containers labeled with the trademark or trade name and the pipe manufacturer's name.

G. Polyethylene Encasement

Polyethylene encasement shall comply with ISO 8180, ANSI A21.5, AWWA C105, and ASTM A674. Encasement shall be US Pipe polyethylene encasement for ductile iron pipe or approved equal.

## 2.3 PVC and HDPE Pressure Pipe

A. PVC water transmission pipe of the specified diameters conforming to AWWA C900-07 shall be installed at the locations shown on the drawings.

B. Pipe Materials

PVC water transmission pipe shall be extruded from Class 12454B PVC compound providing a hydrostatic design basis (HDB) of 4,000 psi. The pipe outside diameters shall conform to dimensions of cast iron pipe. Pressure rating shall be 235 psi (DR 18), or as indicated on the drawings.

PVC pipe dimensions and tolerances of the pipe barrel shall conform to the requirements listed in Table 1, AWWA C900, when measured as specified in ASTM D2122. Standard pipe laying length shall be 20 ft., plus or minus 1-inch. The pipe delivered to the jobsite shall be marked as specified in AWWA C900, Section 6.1.

C. PVC Pipe Joints and Fittings

PVC pipe shall have elastomeric-gasket bell ends meeting the requirements for transmission pipe provided in ASTM D3139 when measured in accordance with ASTM D2122.

PVC gaskets and lubricants shall be made from materials that are compatible with the plastic material and with each other when used together. They shall be suitable for use in potable water systems and shall not support the growth of bacteria.

One gasket shall be furnished with each length of elastomeric-gasket bell-end pipe. Gaskets shall conform to the requirements of ASTM F477.

Fittings for PVC pipe shall be Ductile Iron as specified in the Drawings conforming to the requirements for Ductile Iron pipe defined in Section 2.2 above.

Restrained joints for pipe shall be by a bell restraint harness for C900 PVC pipe bells. Restraint Harness shall be EBBA Iron Series 1600 or approved equal. Restrained joints for Ductile Iron fittings shall be by Ductile Iron restraint glands for Mechanical Joint fittings. Restraint glands shall be EBBA Iron Series 2000PV or approved equal.

D. Polyethylene pressure pipe and tubing shall be PE 3408, Pressure Class 200 (DR 9) copper tubing size conforming to AWWA C901.

## 2.4 Gate Valves

### A. General:

Gate valves shall be resilient seated wedge type, fusion bonded epoxy external and internal surfaces conforming to ANSI/AWWA C550, Ductile Iron or Cast Iron body design, non-rising stem (NRS) valves. The design pressure shall be 250 psig cold water working pressure.

Valve stem operation shall be counterclockwise to open. The valves shall comply with AWWA Standard C509 or C515, latest revision.

### B. Ends:

Ends shall be designed for direct connection to the type of pipe which the valve is joined to, or as indicated on the drawings. Flanged ends and drilling shall comply with ANSI B16.1, Class 125. Mechanical Joint ends shall comply with ANSI/AWWA C111.

### C. Operators:

All buried gate valves shall be equipped with standard 2-inch operating nuts. Extensions shall be provided to insure the operating nut is no more than 4 feet from the finished grade. Gate valves 20-inches or larger shall be equipped with spur or bevel gear actuators as noted on the drawings.

### D. Valve Boxes and Covers:

Valve boxes with covers (new style) shall be provided for all buried valves as detailed in the plans. Valve boxes shall be 6-inch designed to fit within the conductor pipe defined below.

### E. Conductor Pipe:

Conductor pipe for valve risers shall be 6-inch diameter PVC gravity sewer pipe (SDR 35) meeting the requirements of ASTM D 3034.

### F. Gate valves 4-inches through 12-inches shall be Mueller A-2360, American Company Series 2500 or approved equal. Gate valves 14-inches and larger shall be Mueller A-2361 or American Company Series 2500.

## 2.5 Flange and Mechanical Joint T-Head Bolts and Nuts

*Flange Bolts and Nuts.* Bolts and nuts shall be carbon steel with a minimum of 60,000 psi tensile strength conforming to ASTM A307, Grade A. Bolts shall be standard ANSI B1.1, Class 2A Coarse threads. Nuts shall conform to ASTM A563 and be standard ANSI B1.1, Class 2A coarse threads. All bolt heads and nuts shall be hexagonal. Identification of the head of the bolt shall be: A 307 A.

*Mechanical Joint T-Head Bolts and Nuts.* Bolts and nuts shall be weathering steel with a minimum yield strength of 45,000 psi. All T-Head bolts and nuts shall be threaded in accordance with ANSI B 1.1, Class 2A coarse threads. Heavy Hex nuts shall be used. Bolt heads shall be in accordance with the dimensions of ANSI/AWWA C111/A21.11-95.

***Finish.* All flange, bolts and nuts and mechanical joint T-Head bolts and nuts shall be finished with the TRIPAC 2000 blue coating system to significantly reduce the effects of corrosion, or equal.**

A multi-step process shall be utilized to chemically clean, abrasive blast, and prime with zinc/nickel phosphate primer prior to application of the xylan fluoropolymer. Wear resistance (K-Factor) shall be in the range of 6 to 8 (Excellent) and minimal effects should be seen after a 3,000 hour salt spray test conforming to ASTM B-117. Bolts and nuts finished with the TRIPAC 2000 blue coating system do not require coating with mastic.

## 2.6 Flange Coupling Adapters

Flange coupling adaptors shall meet the requirements of AWWA C219. Sleeve material shall be carbon steel with NSF-61 registered fusion-bonded epoxy coating. Bolts and nuts for buried service applications shall be ANSI 304/303 stainless steel. Flanged coupling adapters shall be designed specifically for the pipe material/size and application and shall install with a maximum of one bolt on the compression end. Flange coupling adapters shall be HYMAX 2100 series flanged adapters as manufactured by Total Piping solution, Inc., or approved equal.

## 2.7 Reducing/Transition Couplings/Sleeves and Pipe Restraint Systems

Reducing and transition couplings shall be installed where pipe of dissimilar size and/or material are to be joined at the locations shown on the drawings. Couplings shall meet the requirements of AWWA C219 and be rated for 200 psi.

Sleeve material shall be carbon steel or Ductile Iron with NSF-61 registered fusion bonded epoxy coating. Gaskets shall be resilient material coupling gaskets approved for water applications. Followers and middle rings shall be fusion bonded epoxy coated per NSF-61. Bolts and nuts for buried service shall be Type 304 stainless steel.

Pipe restraint systems shall be installed where a restrained connection is required at the locations indicated on the drawings. Castings shall be Ductile Iron conforming to ASTM A536, Grade 65-45-12. Clamping bolts and nuts shall conform to ANSI B 18.2.2. Restraining rods shall conform to AWWA C111.



Pipe sleeves (couplings) shall be used to connect new Ductile Iron to existing Cast Iron pipe where a restrained coupling is required and noted on the drawings. Pipe sleeves shall be Ductile Iron long style compact fitting, MJ x MJ with restrained glands at each end, conforming to AWWA C153.

Reducing couplings shall be Romac Style RC 501, Dresser Style 253 or approved equal. Transition couplings shall be Romac Style 501, Dresser Style 253 or approved equal.

Pipe restraint systems at bell and spigot joints or couplings shall be Romac 611 Series or approved equal.

Pipe restraint systems at capped ends shall be Romac Series 612, 613 or approved equal.

## 2.8 Distribution Hot-Taps

Hot-tapping of existing water mains shall be coordinated with the Truckee Meadows Water Authority, who will perform all hot-tap labor for taps greater than 2-inches up to and including 12-inches. Contractor shall furnish and install saw cut, excavation; bedding and backfill; tapping sleeve; or flanged nozzle with backing plate with pup and slip-on weld flange; tapping gate valve, and miscellaneous materials noted in the TMWA Standard Drawings for Distribution Taps.

All welding on steel pipe and casings shall be performed by a qualified welder and approved by TMWA. All welding done on the 12" riveted steel pipe shall be performed by a qualified welder who has experience welding on the same pipe and approved by TMWA.

Hot-taps on the existing 8-inch Cast Iron pipe shall consist of a tapping sleeve designed for the specified pressure. Tapping sleeves shall be full circumference band consisting of 18-8 Type 304 Stainless Steel, equipped with an AWWA C207, Class D ANSI 150# drilling and 18-8 Type 304 stainless steel flanged outlet rated for 200 psi working pressure. Bolts, nuts, and washers shall be 18-8 Type 304 Stainless Steel with heavy semi-finished hexagon nuts to ASTM A-307 standards. Tapping sleeve shall be equipped with a 3/4-inch NPT stainless steel test plug. Tapping sleeves shall be Smith-Blair Model 663 or Romac SST.

## 2.9 Warning Tape, Tracer Wire and Test (Tracer) Stations

Warning tape shall be 4 mil, detectable, 3-inch wide tape. Warning tape for water shall be colored blue with black letters clearly marked "CAUTION: BURIED WATER LINE BELOW". Warning tape for gas and water shall be marked "CAUTION: BURIED GAS AND WATER LINES BELOW".

Water pipe tracer wire shall be No. 12 stranded copper wire with blue THHN

insulation. Tracer wire shall be taped to the water pipe as indicated on the Trench detail. All wire splices shall be made using a split bolt connector wrapped with aqua-seal and electrical tape. Test stations shall consist of a valve box with cover and 3 pound anode per TMWA Construction Standards.

2.10 Concrete Thrust Blocks

Concrete thrust blocks shall be installed at all pipe horizontal deflections greater than 10 degrees. Concrete pads shall be installed under all Valves, Tee's, and Reducers as indicated in TMWA Standard Drawing 10L-6 through 10L-8. Concrete thrust blocks and pads shall be constructed with concrete delivered by an approved TMWA supplier having a compressive strength of 3000 psi after 28 days.

2.11 Service Saddles

Service saddles shall be double strap type, AWWA approved for PVC or Ductile Iron pipe, of the size specified on the Drawings. Service saddle body shall be cast from ductile iron meeting, or exceeding ASTM A536 with a fusion bonded nylon coating, or coated with an impact and corrosion resistant fusion bonded epoxy, minimum 10-12 mills thick, and equipped with double Type 304 stainless steel straps. Service saddles shall have a NPT threaded inlet for installations on C900 PVC or Ductile Iron pipe. Maximum O.D. of service saddle's range shall be equivalent to the O.D. of the pipe for which it will be installed. Service saddles shall be Smith-Blair 317 Taperseal, Romac Style 202NS or approved equal.

2.12 Compression Couplings and Adapters for Service Line Connections

Compression couplings and adaptors for connecting new CTS HDPE service lines to existing service line or meter setters shall be quick joint couplings as manufactured by the Ford Meter Box Company, Inc., Mueller 110 compression connections, or approved equal.

2.13 Corporation Stops (Service Replacements and Reconnections)

Corporation stops shall be ball valve, brass conforming to AWWA C800 and ASTM B-62, and suitable for a working pressure of 300 psi. Inlet end shall be male iron pipe thread (MIP), outlet end shall be compression connection suitable for connection to CTS O.D. HDPE tubing. Corporation stops shall be Ford Ballcorp quick joint connection Model No. FB1100-X-Q, Mueller 300 ball type corporation valves with Mueller 110 compression connection outlet Model No. B 25028, or approved equal.

2.14 Corporation Stops (Temporary Testing and Flush Assemblies)

Corporation stops shall be ball valve, brass conforming to AWWA C800 and ASTM B-62, and suitable for a working pressure of 300 psi. Inlet and outlet ends shall be male iron pipe thread (MIP).

Corporation stops for 2-inch temporary flushing and testing shall be Ford Ballcorp Model FB500-7, Mueller 300 ball type corporation valve Model No B-2969, or approved equal. Provide a brass cap to retire the connection after testing and flushing.

2.15 Water Meter Boxes

Meter boxes shall be per the TWMA Standards. Meter boxes shall be Christy B16 or B36 (size as specified in the drawings) with reinforced concrete B16D or B36D lid, respectively, or approved equal.

2.16 Water Meter Boxes (Traffic Rated)

Traffic rated meter boxes shall be rated to withstand H/20 loading and shall conform to TMWA Standards. Traffic rated water meter boxes shall be Christy B 1324 or B1730 with H/20 traffic rated cover.

2.17 Retrofit Meter Setters

Retrofit meter setters shall be manufactured by Ford or approved equal.

3.0 WORKMANSHIP

3.1 General

All work shall be completed in conformance with the Standard Specifications for Public Works Construction, the appropriate AWWA, TMWA or ASTM standards referenced earlier, the drawings and these specifications.

3.2 Ductile Iron Pipe and Fittings

- A. Pipe diameters are finished inside clear dimensions of the sizes indicated on the drawings. Pipe shall be furnished in lengths of 18 or 20 feet.
- B. Joints shall be mechanical joint, push-on, or restrained joint as indicated on the drawings.
- C. Pipe installation, including transportation, storage of materials, laying, and jointing shall be in accordance with AWWA C600. Pipe ends shall be cleaned of all lumps, blisters, and excess coating. Outside of plain end and the inside of bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign material before the pipe is laid.

At times when pipe laying is not in progress, open ends of pipe shall be closed by a watertight plug.

- D. Corrosion protection (polyethylene encasement) shall be provided for all Ductile Iron pipe and fittings. Overlap of Encasement Wrap shall be a minimum of one (1) foot and shall be secured with adhesive tape or similar method. The polyethylene encasement shall be terminated at least two feet past a joint or fitting and shall be securely tapped to the pipe.

- E. Fittings shall be installed where shown on the drawings to provide a complete installation. Restrained joints and high deflection fittings shall be provided where indicated on the Drawings. Refer to the section on Thrust Restraint below.

### 3.3 PVC Pipe and Fittings

- A. Pipe diameters are finished inside clear dimensions of the sizes indicated on the drawings. Pipe shall be furnished in lengths of 20 feet.
- B. Joints shall be push-on designed for joint assembly using elastomeric seals (gaskets) conforming to the requirements of ASTM F477, mechanical joint with thrust restraint, or restrained joints as indicated in the drawings.
- C. Pipe installation, including transportation, storage of materials, laying and jointing shall be in accordance with AWWA C900, C905 and TMWA Standard Specifications. Pipe ends shall be cleaned of all lumps, blisters, and excess coating. Outside of plain end and the inside of bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign material before the pipe is laid. At times when pipe laying is not in progress, open ends of pipe shall be closed by a watertight plug.
- D. Fittings shall be installed where shown on the drawings to provide a complete installation. Fittings shall conform to the requirements of AWWA C110 and be cement-mortar lined per AWWA C104. Restrained joints shall be provided where indicated on the drawings.
- E. Pipe Joint Deflection. Horizontal and vertical bending of PVC pipe is not permitted by the Truckee Meadows Water Authority; however a maximum axial deflection of two (2) degrees is allowed at each gasketed joint. For a 20 foot pipe length this equates to an 8-inch offset resulting in a minimum deflection radius of 573 feet. This offset and minimum radius also applies to proposed vertical deflection of the pipeline alignment. The allowable deflection in mechanical joint fittings shall be per the manufacturer's published limits.

### 3.4 High Density Polyethylene (HDPE) Tubing and Connections

- A. Tubing diameters are finished nominal tubing size with inside clear dimensions of the sizes indicated on Table 7, AWWA C901. Tubing shall be furnished in coil lengths of the size indicated on the drawings.
- B. Connections shall be mechanical fittings providing a pressure seal and resistance to pullout.
- C. Joints of tubing end to tubing end shall be by mechanical compression fittings.

- D. Tubing installation shall conform to the TMWA Standard Detail 10H and AWWA C901.

### 3.5 Thrust Restraint

All elbows, tees, reducers, and valves shall be provided with thrust restraint. The thrust block shall be in accordance with the TMWA Standard Drawings and as noted in the project drawing details. Thrust blocks shall be made of concrete delivered by an approved TMWA supplier having a compressive strength of not less than 3000 psi after 28 days. Bag concrete is not acceptable. High-early strength concrete shall be used for thrust blocks at all tie-in, cut and cap and other locations deemed necessary by the TMWA INSPECTOR and/or as specified on the Improvement Plans.

Where restrained pipe joints are indicated on the drawings, joint restraint shall be provided by TR Flex Ductile Iron pipe and fittings (manufactured by US Pipe), Field Lok restraint gaskets for Ductile Iron Pipe (manufactured by US Pipe), restraint retainer glands for Mechanical Joint Ductile Iron pipe and fittings, or restraining harnesses for push-on bell and spigot for retrofit pipe restraining systems. Restraint glands for PVC pipe on mechanical joint fittings are not allowed unless approved by the Project Representative.

Restrained pipe joints shall be provided on each side of fittings a minimum of two joints on ductile iron pipe, or as indicated on the drawings.

### 3.6 Connection to Existing Facilities and Line Stops

Connection to existing water pipelines and customer services are required at the locations noted on the drawings. Hot Tap connections are to be accomplished utilizing the TMWA Standard Distribution Hot Tap procedures.

Contractor shall verify the existing pipe location, depth and pipe OD of the pipe at connection locations prior to initiating the distribution tap operations or connection to existing water mains. See Potholing below.

Connection to existing water mains will require isolation of the existing water mains and disruption of water service. In some areas it may be necessary to accomplish this work after hours or on weekends due to commercial businesses in the affected area. Contractor shall coordinate all connections to existing water facilities with the TMWA Inspector.

Connection to existing steel mains requiring welding shall be done by a qualified welder approved by TMWA. No exceptions.

Existing water customers are to be transferred to the new water mains after testing, disinfection and flushing of the new main. Contractor shall coordinate the transfer of these customers with the TMWA Inspector.

Provide Ductile-Iron pipe, elbows and restrained joints at the horizontal deflections and vertical offsets where noted on the drawings.

Contractor shall coordinate with the TMWA Inspector to insure that all noted isolation valves are operational prior to initiating work on connection to existing water mains. The Truckee Meadows Water Authority valves are to be used to isolate the designated work areas. Do not operate these valves. Coordinate all work on these valves with the TMWA Inspector.

Contractor shall limit service outages to a minimum. Where service outages are necessary, Contractor shall construct entire assemblies for the connections prior to cutting or tapping into the existing pipeline. This will allow quick installation of the assembly with minimum disruption of service.

Contractor shall use caution when excavating near the existing live water mains to insure no damage is done. Contractor is responsible for repairs of any damaged facilities caused as a result of excavation incidental to construction of the water facilities.

All ties to the existing facilities shall conform to the requirements of these specifications and the TMWA Standard Drawings and Specifications.

### 3.7 Potholing

Potholing involving exploratory excavation at connection to existing water facilities, marked utility crossings and other areas is required. The Contractor will be required to acquire the following information from these investigations:

- A. Verification of pipe type, size (i.e., outside diameter), depth to existing surface and location for all connections to existing water facilities.
- B. Verification of type, size, and location for all known utility crossings.
- C. List of utilities that will require relocation.
- D. Information required for surveying and staking of pipe alignment.

All potholing shall be completed prior to the start of construction on the facility. Potholing shall be considered part of the trenching and is not a separate bid item.

### 3.8 Warning Tape and Tracer Wire

Warning tape shall be installed approximately 12-inches above all direct buried water pipe at the top of the pipe zone. Tracer wire and Test (tracer) stations shall be installed taped to the pipe per the drawings and TMWA Standards. Refer to the Trench Detail.

### 3.9 Incidental Items

The Contractor shall furnish all incidental items required to complete the work that is not specifically referred to herein as provided by the owner. Incidental

items, which shall be furnished by the Contractor, include but are not limited to potholing, pipe locator tape, tracer wire, tracer (Test) stations, flange gaskets, bolts, nuts, pipe coatings, corrosion protection, etc.

3.10 Asphalt Concrete (AC) Patching

A. Permanent Asphalt Concrete (AC) Pavement Patch

Permanent Asphalt Concrete (AC) pavement patch is required only in those areas not scheduled for street reconstruction. The approximate limits of the reconstruction area and permanent AC patch areas are defined on the drawings. The actual permanent AC patch areas shall be as delineated by the City of Sparks after all water work and other related utility work is completed.

Where Permanent AC patching is required, Asphalt Concrete (AC) material shall be a dense-graded bituminous design approved by the City of Sparks as shown on the plans and defined in the Standard Specifications.

Pavement thickness shall be full depth and match existing, or as noted on the plans, whichever is greater.

3.12 Disinfection of Water Mains

Prior to acceptance of the project, water pipe shall be disinfected and pressure tested. All work involved in disinfecting and pressure testing the water pipe shall conform to AWWA Standards.

- A. Disinfection shall be accomplished by using calcium hypochlorite tablets as outlined in AWWA 651-latest edition.
- B. It is imperative that the pipeline be kept clean and dry during construction in order to ensure proper disinfection of the pipeline and to allow flushing the pipeline. If excessive debris is discovered in the pipeline during disinfection and testing, the Contractor will be responsible for removal of the debris and retesting, flushing, and disinfection of the entire pipeline.
- B. Disposal of the chlorinated water shall be the responsibility of the Contractor. The water shall be disposed of in a manner conforming to all local, state, and federal regulations. The Contractor will be required to designate a disposal site or method and shall coordinate the disposal of the chlorinated water with the TMWA Inspector and local authorities.
- C. All work included in sterilization and testing of the pipeline shall be included in the unit bid price for pipe installation, and no separate payment will be made.

3.13 Pressure Testing of Water Mains

- A. All pressure pipe testing shall be accomplished with water pressure. Air-pressure testing will not be permitted. Test pressure will be 1.5 times the working pressure and shall not be less than 1.25 times the working pressure at the highest point along the test section. Working pressure is 100 psi. Test pressure shall not vary more than  $\pm 5$  psi for the duration of the test. Test pressure shall not exceed pipe or thrust restraint design pressures. The hydrostatic test shall be at least 2-hour duration.
- B. Before applying the specified test pressure, air shall be completely expelled from the sections of piping under test.
- C. Allowable leakage shall be measured in gallon per hour as defined in AWWA C600 for Ductile Iron pipe and C605 for PVC pipe.
- D. Pressure testing shall conform to AWWA C600 and C605 Standards for Installation of Ductile Iron and PVC Water Mains and Appurtenances. All work included in pressure testing of the pipeline shall be included in the unit bid price for pipe installation, and no separate payment will be made.

3.14 Bacteriological (Bac-T) Testing of Water Mains

- A. Bacteriological (Bac-T) testing is required of all new and depressurized water mains.
- B. Bacteriological testing will be coordinated by the TMWA Inspector and TMWA lab personnel, at no cost to the Contractor.
- C. Results of bacteriological testing are available a minimum of 24-hours after the sample was collected. Absolutely no standby time will be paid to the Contractor during this period.
- D. Service tie-overs and/or new water services may only be installed after the TMWA Inspector has been notified of a satisfactory bacteriological test result.
- E. Bacteriological test samples will NOT be collected on Fridays, weekends, TMWA observed Holidays, or the day before a TMWA observed Holiday, unless authorized by the TMWA Inspector.



#### 4.0 METHOD OF PAYMENT

- 4.1 All work involved in trench excavation; furnishing materials and completing the installation of new 8-inch water mains, complete with all required valves, fittings and appurtenances; connection to existing mains and valves; reconnection of existing services; replacement of existing water services; connection to existing water mains by hot tap at one location; connection to existing water mains with couplings and fittings at 1 location; abandonment of existing water facilities; temporary pavement patching; permanent pavement patching with grind & overlay; traffic loop detectors, replacement of curb, gutter, sidewalk, valley gutter and related appurtenances as shown on the drawings and specified herein shall be included in the contract price per unit of measurement as defined in the appropriate Bid Schedule and related documents. Payment shall be considered full compensation for furnishing, installing and testing a complete and operational facility as detailed in TMWA Engineering & Construction Standard and as specified herein.

END OF SECTION

# **Forms**

**(to be used following award of bid)**

- 1) Contract Form**
- 2) Performance Bond**
- 3) Payment Bond**



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**CONTRACT  
PUBLIC WORK OR CONSTRUCTION  
CITY OF SPARKS, NEVADA**

**BID #** \_\_\_\_\_

**PWP#** \_\_\_\_\_

THIS CONTRACT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and \_\_\_\_\_, a qualified Contractor in the class of work required, hereinafter called "Contractor".

**W I T N E S E T H**

WHEREAS, the City has awarded a contract to Contractor for providing material and/or performing the work hereinafter mentioned in accordance with the proposal of said Contractor;

WHEREAS, the Contractor will provide the material and/or perform the work for the compensation stated in said proposal, an amount which has been arrived at between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The scope of work for this contract is generally defined as **(INSERT PROJECT TITLE)**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained within these Documents, including any and all bid documents, addenda and specifications issued by the City, are hereby incorporated by reference into this Contract.

The Contractor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therein, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

**2. Payment for Project Services**

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the bid and not to exceed fee of \_\_\_\_\_ for the project.

A monthly progress payment in the amount of ninety-five percent (95%) of the value of the work completed may be made every thirty (30) days upon application by the Contractor and certification by the



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Project Manager that such work has been completed.

Partial payments will be made once each month as the work satisfactorily progresses and after acceptance by the authorized City representative. The progress estimates shall be based upon materials in place, or on the job site and invoiced, and labor expended thereon. From the total of the amount ascertained will be deducted an amount equivalent to five percent (5%) of the whole, which five percent (5%) will be retained by the City until after completion of the entire Contract in an acceptable manner. Any time after fifty percent (50%) of the value of the work has been completed, the City will make any of the remaining partial payments in full.

No such estimates or payments shall be required to be made, when, in the judgment of the City Project Manager, the work is not proceeding in accordance with the provision of the Contract, or when in his judgment the total value of the work done since last estimate amounts to less than Five Hundred Dollars (\$500.00).

The cost of materials conforming to the plans and specifications (materials being those which are required to be contained and incorporated in a finished contract bid item) delivered to the project and not at the time incorporated in the work, may also be included in the estimate for payment. No such estimate or payment shall be construed to be an acceptance of any defective work or improper material. The Contractor shall be responsible for, and shall not remove from the project any material that has been included in the estimate for payment.

Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

**3. Time for Completion:**

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within \_\_\_\_\_ days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

**4. No Unlawful Discrimination:**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or



recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Contractor shall constitute a material breach of contract.

In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

**5. No Illegal Harassment:**

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Contractor, its officers, employees, agents, vendors, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of contract.

**6. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

**7. Preferences (This Section  IS  IS NOT Applicable to this contract):**

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

- 1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- 2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada.
- 3. At least 50 percent of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;



4. At least 25 percent of the material suppliers used for the Project are located in Nevada; and
5. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

## 8. Prevailing Wages

- A. The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects." The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. A copy of the rates are attached hereto and included herein. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

When federal money is associated with the project making the Contract subject to both state and federal wage rates, the Contractor shall not pay less than the higher rate when the two rates differ for similar kinds of labor.

Questions involving the Prevailing Wage Rates for the City of Sparks should be referred to the Labor Commissioner, State of Nevada, at (775) 687-4850.

- B. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- C. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for



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any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.

D. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (4) The actual per diem, wages and benefits paid to the worker.

In addition, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

E. The records in Section D above must be open at all reasonable hours to the inspection of the City of Sparks, and its officers and agents. A copy of the each record for each calendar Month for the General Contractor and all Sub-Contractors must be submitted to the City of Sparks no later than 15 days after the end of each month for the previous months' wages.

**9. Acceptance by the City:**

It is expressly understood and agreed that all materials provided and/or work done by the Contractor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight. Nothing herein contained shall relieve the Contractor of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Contract until all work has been completed and accepted by the City.

**10. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

**11. Notices:**

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER

CONTRACTOR:



CITY OF SPARKS  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

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**12. Arbitration:**

Any and all disputes, controversies or claims arising under or in connection with this Contract, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

**13. Jurisdiction and Venue:**

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

**14. Indemnity:**

Contractor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Contractor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of Contractor.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.





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**15. Licenses and Permits:**

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All Contractors, Sub-Contractors and Suppliers doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

**16. Insurance:**

Contractor shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for Industrial Insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

**MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general



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aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Contractor's insurance levels to meet minimum contract limits shall be borne by the Contractor at no cost to the City.
4. Workers' Compensation: Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Contractor will maintain Contractor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Contractor goes out of business during the term of this Agreement or the three (3) year period described above, Contractor shall purchase Extended Reporting Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Contractor Liability Policy.

Should City and Contractor agree that higher Contractor Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.
  - b. Contractor's insurance coverage shall be Primary insurance with respect to the City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
  - d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's



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liability.

2. Property Coverages (If Applicable)

Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to City. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by City. City reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, City reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to City by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

**A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.

**B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

**C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the



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City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

**D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

### **SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.

### **17. Liquidated Damages:**

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) \$\_\_\_\_\_ for each \_\_\_\_\_ day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

### **18. Material Breach of Contract:**



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In the event Contractor fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and Contractor's failure to cure such breach within the time specified in the notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Contractor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**19. Force Majeure:**

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

**20. Termination:**

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Contractor from damages owed to the City, or seek other remedy including action against all bonds. The Contractor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

**21. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Contractor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**22. Entire Contract:**

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

**23. Severability:**

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

**24. Headings:**

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision herein.

**25. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.



The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

**26. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Vendor)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Geno R. Martini, Mayor

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Teresa Gardner, City Clerk

# CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **(CONTRACTOR NAME)** hereinafter designated as the "Principal" a contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **(WRITTEN COST)** dollars (\$\_\_\_\_\_), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Sparks in the State of Nevada, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time, if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Sparks in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the obligation in the said sum of **(WRITTEN COST)** dollars (\$\_\_\_\_\_ ) shall remain in full force and virtue; otherwise the above obligation shall be void.

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

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
\_\_\_\_\_  
Principal

By \_\_\_\_\_  
\_\_\_\_\_

Surety  
By \_\_\_\_\_

**CITY OF SPARKS, NEVADA – Payment Bond – Labor & Materials**

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTOR**, hereinafter designated as the “Principal” a Contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTEN AMOUNT** dollars (\$\_\_\_\_\_), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor as required by the provisions of NRS 612, and provided that the claimant shall have complied with the provisions of said law, the Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding the sum specified in this bond, then the above obligation shall be null and void; otherwise to remain in full force and account. In case suit is brought upon this bond, the said Surety agrees to pay a reasonable attorney’s fees to be fixed by the Court.

The Bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under NRS 339 as to give a right of action to them or their assigns in any suit brought upon this Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_