



---

**VISTA DRAINAGE IMPROVEMENTS  
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 25th day of January, 2016, 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 **Reno Concrete Inc.**, 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 after negotiations 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 **Vista Drainage Improvements**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks and may be physically included with this contract as "Attachment A.". All terms, conditions and requirements contained within these Documents, including any and all addenda 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 Fee Schedule set forth in the quote and not to exceed fee of **\$56,596.00** for the project. 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. Progress Payments (This Section  IS  IS NOT Applicable to this contract):**

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



---

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 quote 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.

**4. 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 30 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.

**5. No Unlawful Discrimination:**

In connection with the performance of work under this Agreement, Consultant 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 Consultant 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.

**6. No Illegal Harassment:**

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Department, by the Contractor, its officers, employees, agents, consultants, suppliers, 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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  
CITY OF SPARKS  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

CONTRACTOR:  
Mike Popejoy  
Reno Concrete  
PO Box 34210  
Reno, NV 89533

**11. 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.

**12. 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.

**13. Indemnity:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;



- 
2. Damage to property of anyone, including loss of use thereof;
  3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
  4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
  5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

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.

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.

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.

#### **14. 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."

#### **15. 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:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance



evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City’s option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. 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 and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability	\$1,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers’ Compensation	Statutory	✓		✓
Yes	Employer’s Liability	\$1,000,000	✓		
No	Professional Liability	\$1,000,000	✓		
No	Pollution Legal Liability	\$1,000,000	✓		

**Commercial General Liability**

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

***Minimum Limits of Insurance***

- \$1,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

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.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds in respects to 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. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Primary and Non-Contributory***

Contractor's insurance coverage shall be primary insurance as it relates to 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.

***Separation of Insureds***

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or a substitute form providing equivalent coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

**Business Automobile Liability**

***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage for Automobile Liability Symbol 1 for "Any Auto". If necessary, the policy shall be endorsed to



provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to 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. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

**Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor 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 coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability 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***

Workers' Compensation:	Statutory Limits
Employer's Liability:	<b>\$1,000,000</b> Bodily Injury by Accident – Each Accident
	<b>\$1,000,000</b> Bodily Injury by Disease – Each Employee
	<b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI)





---

Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

***Waiver of Subrogation Endorsement***

Contractor and its insurer agree to waive their rights of subrogation for any payments made under this coverage. A policy endorsement at least as broad as the unmodified NCCI Waiver of Our Right to Recover From Others endorsement WC 00 03 13 04/84 or a substitute form providing equivalent coverage is required waiving the insurer's right to recover payments from the City.

**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

**Contractors Pollution Liability Insurance (If Applicable)**- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

**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 has been given to CITY except for nonpayment of premium.

**OTHER INSURANCE PROVISIONS**

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

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City.. 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 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.

**16. Liquidated Damages (This Section  IS  IS NOT Applicable to this Contract):**

If the Product is not delivered/Project is not completed within the time stipulated in the quote, 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.

**17. Material Breach of Contract:**

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, 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.

**18. 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.

**19. 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.

**20. 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.



---

**21. 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.

**22. 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.

**23. 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.

**24. 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 document 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.

**25. 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.

**THIS SPACE LEFT INTENTIONALLY BLANK**



---

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.

\_\_\_\_\_  
(Contractor)

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



---

**Attachment A**

Scope per City of Sparks Request for Informal Quotes for the referenced project. Pricing per written response provided by Reno Concrete, dated January 3, 2016 (attached).

INFORMAL QUOTE ITEM SCHEDULE

VISTA DRAINAGE IMPROVMENTS PROJECT

Contractor: Reno Concrete Inc Name of Authorized Representative: Mike Popasz Title: PRESIDENT

SIGNATURE of Authorized Representative: Mike D. Popasz Date: 1/3/16  
[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

ADDRESS: PO Box 34210 CITY: Reno STATE: Nv. ZIP: 89533

Telephone Number(s): Office Number: (775) 829-2200 Facsimile Number: (775) 829-9972

Is Contractor a Corporation?  YES [ ] NO

Federal Tax Identification Number # 88 034 2428

CONTRACTORS LICENSE #: 40810 Expiration Date: 10/31/17

License limitations \$ 3,000,000 -

Contractor qualified by State Contractors Board  Yes [ ] No

City of Sparks Business License No. (Required if awarded): 059 476

**ONE (1) COMPLETE ORIGINAL OF THE INFORMAL QUOTE SCHEDULE and ANY ADDENDUM(s)**  
**MUST BE DELIVERED, EMAILED, FAXED TO THE**  
**CITY OF SPARKS**  
**AT 431 Prater Way, SPARKS, NV**  
**BY 3:00 P.M. ON January 6, 2016,**  
**Attn: Amber Sosa, P.E.**  
**(775) 353-7863 PHONE, (775) 353-1635 FAX, EMAIL: asosa@cityofsparks.us**

VISTA DRAINAGE IMPROVMENTS PROJECT

The City of Sparks may award this project at the City Council Meeting on Monday January 25, 2016, if necessary (only required for projects over \$50,000).

The Contractor declares that they have carefully examined the specifications, the forms of this Informal Quote Proposal, and agrees that if this proposal is accepted, they will contract with the City of Sparks in the State of Nevada, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said Contract in the manner and time prescribed and in accordance with and subject to all applicable laws of the State of Nevada and that they will take in full payment therefore, the following unit prices:

## INFORMAL QUOTE ITEM SCHEDULE

### VISTA DRAINAGE IMPROVMENTS PROJECT

Contractor: Reno Concrete II Name of Authorized Representative: Mike D. Popesky  
 Title: President

SIGNATURE of Authorized Representative: Mike D. Popesky  
 Date: 11/3/16

[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Site mobilization, erosion control and traffic control per Lump Sum	\$2,000 /LS	\$ 2,000-
2	919	SF	Remove existing and construct AC Paving w/aggregate base, match existing section - Vista Blvd. Complete in place.	\$ 8- /SF	\$ 7,352-
3	958	SF	Remove existing and construct AC Paving w/aggregate base, match existing section - driveway. Complete in place.	\$ 8 /SF	\$ 7,664-
4	182	SF	Remove existing and construct PCC paving w/aggregate base. Complete in place.	\$ 10 /SF	\$ 1,820
5	686	SF	Remove existing and construct PCC valley gutter/spandrel/curbing w/aggregate base. Complete in place.	\$ 10 /SF	\$ 6,860-
6	75	SF	Remove existing and construct PCC sidewalk w/aggregate base. Complete in place.	\$ 10 /SF	\$ 750-
7	402	SF	Remove existing and construct PCC pedestrian ramp w/aggregate base. Complete in place.	\$ 15 /SF	\$ 6,030-
8	56	LF	Remove existing and construct PCC Type 1 curb & gutter w/aggregate base. Complete in place.	\$ 45 /LF	\$ 2,520
9	3	EA	Install new type 4-R catch basin.	\$ 4,000/EA	\$ 12,000-
10	3	EA	Reset existing type 4-R catch basin frame & grate.	\$ 200 /EA	\$ 600-
11	6	LF	Install 12" SDR 35 PVC SD lateral between dual catch basins.	\$ 100 /LF	\$ 600-
12	1	EA	Adjust valve to finished grade.	\$ 400 /EA	400-
13	1	LS	Replace traffic paint, pavement striping, and markings, complete in place, per Lump Sum.	\$ 3,000 /LS	\$ 3,000
14	FA	FA	Force account - Work as Authorized by the Engineer	\$5,000.00	\$5,000.00

TOTAL QUOTE \$ 56,596-

(Written amount) Fifty Six thousand Five hundred ninety Six dollars.



The quantity of the above contingent item(s) of work, as set forth on the quote schedule represent no actual estimate, is nominal only and may be greatly increased or decreased or reduced to zero. The increase or reduction of this quantity as compared with that set forth on the informal quote schedule shall not constitute a basis for claim by the Contractor for extra payment or damages.

City of Sparks reserves the right and privilege to accept or reject any or all quotes or parts thereof, based solely on the judgment of representatives of the City of Sparks.

**INFORMAL QUOTE ITEM CLARIFICATION**  
**VISTA DRAINAGE IMPROVEMENTS PROJECT**

**GENERAL INFORMATION**

Unless indicated otherwise within the specific quote item as described in this section, the Engineer's estimated quantity as contained in the quote schedule shall be the final pay quantity. For quote items measured in lineal feet, the quantities are estimated by taking the horizontal projected lengths. For quote items measured in square feet, the quantities are estimated by taking the horizontal projected areas.

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

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

If the quantity of a particular item of work is intentionally increased or decreased during construction, the final pay quantity of that item will be adjusted to reflect the change.

Item 1 – Site mobilization, erosion control, and traffic control.

This item shall include providing all design, labor, materials, supplies, equipment, services and other incidentals necessary for mobilization, demobilization, obtaining all required insurance, bonds, permits, site BMP's, site dust control, site erosion control and project traffic control as set forth in these plans and specifications.

Payment for mobilization and traffic control will be an initial amount of 20% at time of first billing followed by 20% for each 10% of project completion thru 40% completion.

Item 2 – Remove existing and construct AC paving w/aggregate base, match existing section – Vista Blvd.

This item is the construction of roadway paving, the removal of the existing surface and placement of a new asphalt concrete surface with aggregate base with depths to match the existing Vista Blvd roadway section, at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary to construct the new roadway pavement section, including, but not limited to, sawcutting existing asphalt concrete and/or PCC; removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved offsite location; preparing and compacting the subgrade; furnishing and placing any imported fill needed to achieve grade; and furnishing and placing a depth equal to the existing aggregate base, of compacted thickness, of new aggregate base material.

Payment will be on a Square Foot basis per installed quantity.

Item 3 – Remove existing and construct AC paving w/aggregate base, match existing section – driveway.

This item is the construction of driveway paving, the removal of the existing surface and placement of a new asphalt concrete surface with aggregate base with depths to match the existing driveway section, at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary to construct the new driveway pavement section, including, but not limited to, sawcutting existing asphalt concrete and/or PCC; removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved offsite location; preparing and compacting the subgrade;

furnishing and placing any imported fill needed to achieve grade; and furnishing and placing a depth equal to the existing aggregate base, of compacted thickness, of new aggregate base material.

Payment will be on a Square Foot basis per installed quantity.

Item 4 – Remove existing and construct PCC paving w/aggregate base.

This item is the removal of the existing surface and placement of a PCC surface with aggregate base at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary to construct the new PCC surface, including, but not limited to, sawcutting existing asphalt concrete and/or PCC; removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved offsite location; preparing and compacting the subgrade; furnishing and placing a 6-inch compacted thickness of new aggregate base material; and furnishing and placing reinforcing steel. Pedestrian control, cold weather concrete and blankets are included with this item.

Payment will be on a Square Foot basis per installed quantity.

Item 5 – Remove existing and construct PCC valley gutter/spandrel/curbing w/aggregate base.

This item is the removal of existing improvements and construction of PCC valley gutter/spandrel and miscellaneous 6-inch curb at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary to construct the new valley gutter/spandrel and 6-inch curb, including, but not limited to, sawcutting existing asphalt concrete and/or PCC; removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved offsite location; preparing and compacting the subgrade; furnishing and placing any imported fill needed to achieve grade; furnishing and placing a 6-inch compacted thickness of new aggregate base material; and furnishing and placing reinforcing steel. Pedestrian control, cold weather concrete and blankets are included with this item.

Payment will be on a Square Foot basis per installed quantity.

Item 6 – Remove existing and construct PCC sidewalk w/aggregate base.

This item is for removal of existing improvements and construction of PCC sidewalk at the locations indicated on the plans and in accordance with the specifications. The item shall consist of all labor, equipment, services, materials and incidentals necessary to construct the new sidewalk, including, but not be limited to, sawcutting existing asphalt concrete and/or PCC; removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved offsite location; preparing and compacting subgrade; and furnishing and placing a 4-inch compacted thickness of new aggregate base material. Adjustment of existing utility/meter boxes (within sidewalk limits); and any grading necessary behind the new sidewalk to achieve a maximum slope of 3:1, as necessary, shall be included in this item. Pedestrian control, cold weather concrete and blankets are included with this item.

Payment will be on a Square Foot basis per installed quantity.

Item 7 – Remove existing and construct PCC pedestrian ramp w/aggregate base.

This item is the removal of existing improvements and construction of PCC pedestrian ramps at the locations indicated on the plans and in accordance with the specifications. The item shall consist of all labor, equipment, services, materials and incidentals necessary to construct the new pedestrian ramp, including, but not limited to, laying out the new ramp in the field to ensure that the installation will be consistent with ADA requirements; sawcutting existing asphalt concrete and/or PCC; removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved offsite location; preparing and compacting the subgrade; furnishing and placing any imported fill needed to achieve grade; furnishing and placing a 6-inch compacted thickness of new aggregate base material; and furnishing and placing detectable surface warning tiles.

Any grading needed behind the new ramp to achieve a maximum slope of 3:1; replacing adjacent landscape materials; and modifying and/or repairing the irrigation system, as necessary, shall be included with this item.

Payment will be on a Square Foot basis per installed quantity.

Item 8 – Remove existing and construct PCC Type 1 curb & gutter w/aggregate base.

This item is the removal of existing improvements and construction of PCC Type 1 curb and gutter at the locations indicated on the plans and in accordance with the specifications. The item shall consist of all labor, equipment, services, materials and incidentals necessary to construct the new curb and gutter, including, but not be limited to, sawcutting existing asphalt concrete and/or PCC; removing the existing materials, including plant root matter, to the bottom of the new aggregate base depth, and disposing at an approved offsite location; preparing and compacting subgrade; and furnishing and placing a 6-inch compacted thickness of new aggregate base material. Pedestrian control, cold weather concrete and blankets are included with this item.

Payment will be on a Linear Foot basis per installed quantity.

Item 9 – Install new Type 4-R catch basin.

This item is the removal of existing materials and installation of new Type 4-R catch basins at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary for a complete installation, including, but not limited to, sawcutting existing asphalt concrete and/or PCC; excavating; trenching; disposing materials not designated for reuse at an approved offsite location; furnishing and placing bedding material; fabric; dewatering; connecting to existing and/or new improvements; perpetuating flow; and furnishing and placing backfill. Placing transition curb and gutter and asphalt concrete and/or PCC patches, and/or landscaping; modifying and/or repairing the irrigation system, as necessary, shall be included in this item.

Payment will be on a quantity installed basis.

Item 10 – Reset existing Type 4-R catch basin frame & grate.

This item is for resetting an existing Type 4-R catch basin frame & grate. The item shall include all labor, equipment, services, materials and all incidentals necessary to remove and dispose of existing catch basin frames, covers and transition curb and installing new frames, covers and transition curb at the locations indicated on the plans and in accordance with the specifications. Work shall include, but not be limited to sawcutting, existing asphalt concrete and/or PCC; excavating; disposing materials not designated for reuse at an approved offsite location; dewatering; placing transition curb and gutter; and asphalt concrete and/or PCC patches and incidentals necessary for a complete installation. Any landscaping; modifying and/or repairing the irrigation system, as necessary, shall be included in this item.

Payment will be on a quantity installed basis.

Item 11 – Install 12" SDR 35 PVC SD lateral between dual catch basins.

This item is for the installation of a 12" SDR-35 PVC SD lateral between dual catch basins at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary to install pipe, including, but not limited to, sawcutting existing asphalt concrete and/or PCC; trenching; disposing materials not designated for reuse at an approved offsite location; shoring; dewatering; furnishing and placing bedding; fabric; furnishing and placing pipe, appurtenances, adaptor and transition fittings; connecting to existing and/or new improvements; furnishing and attaching tracer wire to each pipe run; furnishing and placing backfill.

Payment will be on a Linear Foot basis per installed quantity.

Item 12 – Adjust valve to finish grade

This item is for the protection and adjustment of utility valve boxes at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary for a complete adjustment including, but not limited to, locating; meeting with representatives of the owners of the valve boxes; referencing; protecting; adjusting to final grade; and placing PCC collar. Cleaning valve box, as necessary, shall be included in this item.

Payment will be on a quantity installed basis.

Item 13 – Replace Traffic Paint, Pavement Striping, and Markings.

This item is for the placement of all painted linear pavement markings and installation of all preformed thermoplastic stop bar/crosswalk striping of the size and type at the locations indicated on the plans and in accordance with the specifications. This item shall consist of all labor, equipment, services, materials and incidentals necessary to install all painted linear pavement markings and installation of all preformed thermoplastic stop bar/crosswalk striping, including, but not limited to surface preparation, priming, and application.

Payment will be on a lump sum basis.

Item 14 – Force Account

A force account has been established for this project and shall be included in each quote. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks representative.

## **TECHNICAL SPECIFICATIONS**

### **VISTA DRAINAGE IMPROVEMENTS PROJECT**

All work shall be completed in accordance with the plans, the "Standard Specifications for Public Works Construction (Orange Book)", current edition, as adopted by the City of Sparks, Nevada, and the NDOT 2007 "Standard Plans for Road and Bridge Construction".