



**CITY OF SPARKS
CITY COUNCIL AGENDA STAFF REPORT
MEETING DATE: December 10, 2012**

Title: Consideration and possible award of a contract for the Sparks Backflow Preventer Project Informal Quote to WWW Construction, Inc., in the amount of \$67,810.
Petitioner: John A. Martini, P.E., Assistant Community Services Director Presenter: Andrew Hummel, P.E., Utility Manager
Recommendation: Staff recommends Council award the contract for the Sparks Backflow Preventer Project Informal Quote to WWW Construction, Inc., in the amount of \$67,810.
Financial Impact: Budget of \$67,810 is available in 13-6803 Annual Storm Drain System & Ditch Rehab in Fund 1641 Storm Drains and will be encumbered in Program 12-6805C North Truckee Drain & Truckee River Backflow Preventers. Account: 604110 Program: 12-6805C
Business Impact (Per NRS 237) <input type="checkbox"/> A Business Impact Statement is attached. <input checked="" type="checkbox"/> A Business Impact Statement is not required because this is not a rule. <input type="checkbox"/> A Business Impact Statement is not required. This is a rule but does not impose a direct and significant economic burden on a business, or directly restrict the formation, operation or exemption of a business. <input type="checkbox"/> A Business Impact Statement is not required. Thus is a rule but emergency action is necessary to protect the public health and safety (requires a unanimous vote of the City Council and cannot be in effect for more than six months).
Agenda Item Brief: Consideration and possible award of a contract for the Sparks Backflow Preventer Project Informal Quote to WWW Construction, Inc., in the amount of \$67,810. This project will improve the storm drain system at two locations along the North Truckee Drain and two locations along the Truckee River (see attached map). The addition of backflow preventers will prevent debris and storm water from backing up into the existing storm drain system. Staff recommends approval.

Background:

This project includes four sites that have different size storm drain outfalls that require attention. Two are located on the North Truckee Drain and two are on the Truckee River. Currently the northern most site on the North Truck Drain, located at Howard Drive and Sparks Blvd, is a 30” diameter concrete pipe that does not contain a backflow preventer and substantial erosion is occurring around the pipe. The second site, located at Springland Drive and Sparks Blvd, is a 42” diameter pipe with an existing old style flapper valve that easily clogs with debris and substantial erosion is occurring. The third site, located along the Truckee River adjacent to Greg and 21st Street, is a 12” diameter pipe that has an old style flapper valve that does not work correctly. A small sink hole is forming on the bike path at this site caused by water infiltration between a larger 24” diameter culvert and the 12” drain pipe, which was installed inside the 24” culvert to cross the bike path. The fourth site, located along the Truckee River close to Industrial Way, is an 18” diameter pipe with an inoperable flapper valve.

Analysis:

Wood Rogers provided the final design which includes installing an internal backflow preventer in the 30” and 42” diameter pipes along the North Truckee Drain, along with stabilizing the slope around each pipe with riprap to reduce erosion. The 42” pipe will also have an access control gate installed. The 12” and 18” diameter pipes

along the Truckee River get a new headwall along with an external back flow preventer. The existing 24" diameter culvert the 12" pipe runs through will be removed to prevent additional damage to the bike path caused by water infiltration between the two pipes.

This project was estimated to be under \$100,000 so an informal quote process was used to determine a contractor to perform the construction. Informal Quotes were provided to four (4) contractors of which WWW Construction, Inc. provided the low responsible quote, in the total amount of \$67,810. A copy of the full quote recap is attached for the Councils review and summarized below.

- WWW Construction, Inc. \$67,810
- Reno Tahoe Construction, Inc. \$68,215.10
- Stampede Construction, Inc. \$72,187
- Peavine Construction \$79,000

Alternatives:

1. City Council could approve the Sparks Backflow Preventer Project as outlined by Staff.
2. City Council could reject the Sparks Backflow Preventer Project and provide direction to the City Manager.

Recommended Motion:

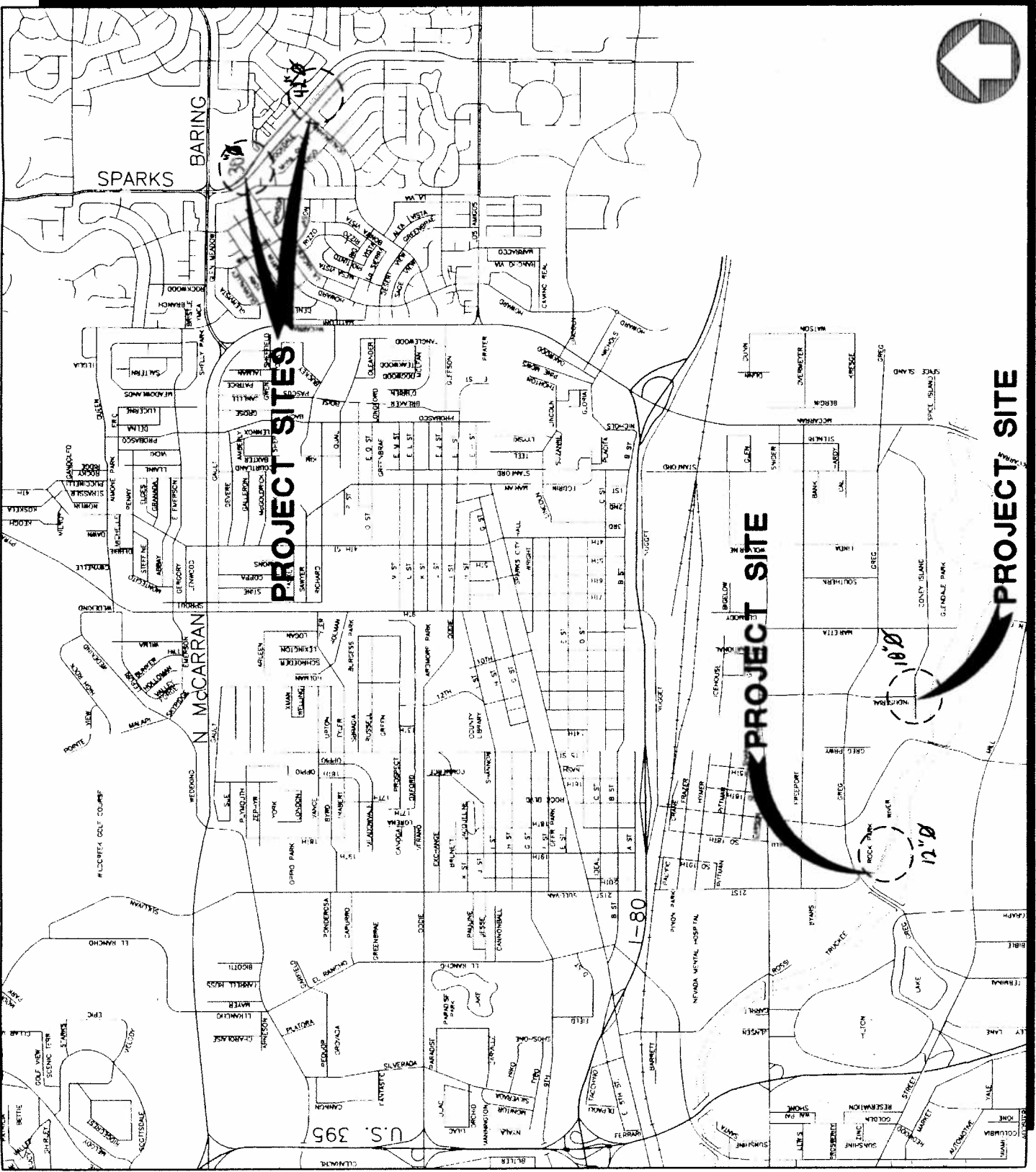
"I move to award the Sparks Backflow Preventer Project, to WWW Construction, Inc., in the total amount of \$67,810."

Prepared by:
Brian D. Cason, S.E., P.E.
Senior Civil Engineer

Respectfully submitted by:
John A. Martini, P.E.
Assistant Community Services Director

Approved:
Shaun D. Carey, City Manager

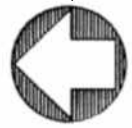
City of Sparks Backflow Preventer Project						WWW		RTC		Stampede		Peavine	
Item No.	Quantity	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LS	Mobilization and demobilization	\$8,000.00	\$8,000.00	\$500.00	\$500.00	\$2,087.00	\$2,087.00	\$1,200.00	\$1,200.00	\$1,599.00	\$1,599.00
2	1	LS	Provide erosion control, BMP's, and dewatering and/or water diversion	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$100.00	\$100.00	\$1,600.00	\$1,600.00	\$475.00	\$475.00
3	1	LS	Remove existing 12" valve	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$180.00	\$180.00	\$400.00	\$400.00	\$55.00	\$55.00
4	1	LS	Remove existing 18" valve	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$180.00	\$180.00	\$400.00	\$400.00	\$225.00	\$225.00
5	1	LS	Remove existing 42" valve	\$500.00	\$500.00	\$3,300.00	\$3,300.00	\$2,300.00	\$2,300.00	\$750.00	\$750.00	\$250.00	\$250.00
6	1	LS	Remove existing AC, base and 24" CMP pipe and replace base and AC	\$4,800.00	\$4,800.00	\$3,000.00	\$3,000.00	\$4,280.00	\$4,280.00	\$1,150.00	\$1,150.00	\$3,500.00	\$3,500.00
7	1	LS	Install New Headwall for the 12" RCP	\$5,200.00	\$5,200.00	\$1,600.00	\$1,600.00	\$1,425.00	\$1,425.00	\$4,000.00	\$4,000.00	\$5,250.00	\$5,250.00
8	1	LS	Install New Headwall for the 18" RCP	\$5,200.00	\$5,200.00	\$1,600.00	\$1,600.00	\$3,025.00	\$3,025.00	\$4,700.00	\$4,700.00	\$5,750.00	\$5,750.00
9	1	LS	Install access control gate for 42" RCP	\$5,800.00	\$5,800.00	\$950.00	\$950.00	\$3,250.00	\$3,250.00	\$4,100.00	\$4,100.00	\$3,975.00	\$3,975.00
10	1	LS	Provide and install a 12" series 35-1 check valve	\$5,950.00	\$5,950.00	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00	\$4,100.00	\$4,100.00
11	1	LS	Provide and install a 18" series 35-1 check valve	\$8,360.00	\$8,360.00	\$8,000.00	\$8,000.00	\$7,375.00	\$7,375.00	\$8,100.00	\$8,100.00	\$7,575.00	\$7,575.00
12	1	LS	Provide and install a 30" Checkmate check valve	\$12,210.00	\$12,210.00	\$12,000.00	\$12,000.00	\$12,428.00	\$12,428.00	\$12,600.00	\$12,600.00	\$13,900.00	\$13,900.00
13	1	LS	Provide and install a 42" Checkmate check valve	\$18,425.00	\$18,425.00	\$18,000.00	\$18,000.00	\$20,185.00	\$20,185.00	\$21,500.00	\$21,500.00	\$22,000.00	\$22,000.00
14	486	SF	Provide Class 300 Riprap	\$25.00	\$12,150.00	\$10.00	\$4,860.00	\$5.35	\$2,600.10	\$4.50	\$2,187.00	\$11.00	\$5,346.00
15	FA	FA	Force account – Work as Authorized by the Engineer	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
			Total		\$94,595.00		\$67,810.00		\$68,215.10		\$72,187.00		\$79,000.00



PROJECT SITE

PROJECT SITE

PROJECT SITE



U.S. 395



**BACKFLOW PREVENTER PROJECT
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 10th day of December, 2012, 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 **WWW Construction 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 **Backflow Preventer Project**. 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 **\$67,810.00** 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:
William Winfield
WWW Construction
PO Box 18466
Reno, NV 89521

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:

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.

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:

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 City Bid, Quote, 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 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.

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 as respects 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 quote 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 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.

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.

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

Linda Patterson, City Clerk



Attachment A

Scope per City of Sparks request for informal quotes for the referenced project. Pricing per quote supplied by WWW Construction, dated 11/13/12 (attached).

ATTACHMENT A

**INFORMAL QUOTE ITEM SCHEDULE
SPARKS BACKFLOW PREVENTER PROJECT**

Contractor: NW Construction Inc. Name of Authorized Representative: William Winfield Title: President

SIGNATURE of Authorized Representative: William W. Winfield Date: 11/13/12
[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

ADDRESS: PO Box 18466 CITY: Reno STATE: NV ZIP: 89521

Telephone Number(s): Office Number: (775) 324-4004 Facsimile Number: (775) 324-4144

Is Contractor a Corporation? YES [] NO

Federal Tax Identification Number # 20-5021691

CONTRACTORS LICENSE #: 67933 Expiration Date: 2/28/13

License limitations \$ 5.9 Million

Contractor qualified by State Contractors Board Yes [] No

City of Sparks Business License No. (Required if awarded): 066980

ONE (1) COMPLETE ORIGINAL OF THE INFORMAL QUOTE SCHEDULE and ANY ADDENDUM(s)
MUST BE DELIVERED, EMAILED, OR FAXED TO THE
COMMUNITY SERVICES DEPARTMENT
AT 431 Prater Way, SPARKS, NV 89431
BY 12:00 P.M. ON WEDNESDAY NOVEMBER 14, 2012,
Attn: Brian Cason, P.E.
(775) 353-4083 PHONE, (775) 353-1635 FAX, EMAIL: bcason@cityofsparks.us
SPARKS BACKFLOW PREVENTER PROJECT

This project will go to the December 10, 2012 City Council Meeting for possible approval.

The Contractor declares that they have carefully examined the plans and 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:

F.O.B.: DESTINATION SITE SPARKS, NEVADA - PREPAID

**INFORMAL QUOTE ITEM SCHEDULE
SPARKS BACKFLOW PREVENTER PROJECT**

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization and demobilization including traffic control and all appurtenant items, complete and in place at \$ <u>Five hundred dollars</u> /per lump sum	\$ <u>500.⁰⁰</u> /LS	\$ <u>500.⁰⁰</u>
2	1	LS	Provide erosion control, BMP's, and dewatering and/or water diversion completed as shown in the project plans and specifications, complete and in place at \$ <u>Five hundred dollars</u> /per lump sum	\$ <u>500.⁰⁰</u> /LS	\$ <u>500.⁰⁰</u>
3	1	LS	Remove existing 12" valve completed as shown in the project plans and specifications, complete and in place at \$ <u>One thousand five hundred dollars</u> /per lump sum	\$ <u>1,500.⁰⁰</u> /LS	\$ <u>1,500.⁰⁰</u>
4	1	LS	Remove existing 18" valve and existing headwall completed as shown in the project plans and specifications, complete and in place at \$ <u>Two thousand five hundred dollars</u> /per lump sum	\$ <u>2,500.⁰⁰</u> /LS	\$ <u>2,500.⁰⁰</u>
5	1	LS	Remove existing 42" valve completed as shown in the project plans and specifications, complete and in place at \$ <u>Three thousand three hundred dollars</u> /per lump sum	\$ <u>3,300.⁰⁰</u> /LS	\$ <u>3,300.⁰⁰</u>
6	1	LS	Remove existing AC, base and 24" CMP pipe and replace base and AC completed as shown in the project plans and specifications, complete and in place at \$ <u>Three thousand dollars</u> /per lump sum	\$ <u>3,000.⁰⁰</u> /LS	\$ <u>3,000.⁰⁰</u>
7	1	LS	Install New Headwall for the 12" RCP completed as shown in the project plans and specifications, complete and in place at \$ <u>One thousand six hundred dollars</u> /per lump sum	\$ <u>1,600.⁰⁰</u> /LS	\$ <u>1,600.⁰⁰</u>
8	1	LS	Install New Headwall for the 18" RCP completed as shown in the project plans and specifications, complete and in place at \$ <u>One thousand six hundred dollars</u> /per lump sum	\$ <u>1,600.⁰⁰</u> /LS	\$ <u>1,600.⁰⁰</u>
9	1	LS	Install access control gate for 42" RCP completed as shown in the project plans and specifications, complete and in place at \$ <u>Nine hundred fifty dollars</u> /per lump sum	\$ <u>950.⁰⁰</u> /LS	\$ <u>950.⁰⁰</u>
10	1	LS	Provide and install a 12" series 35-1 check valve completed as shown in the project plans and specifications, complete and in place at \$ <u>Four thousand five hundred dollars</u> /per lump sum	\$ <u>4,500.⁰⁰</u> /LS	\$ <u>4,500.⁰⁰</u>

Item No.	Quantity	Unit	Description	Unit Price	Total Price
11	1	LS	Provide and install a 18" series 35-1 check valve completed as shown in the project plans and specifications, complete and in place at \$ <u>Ten thousand dollars</u> /per lump sum	\$ <u>8,000.00</u> /LS	\$ <u>8,000.00</u>
12	1	LS	Provide and install a 30" Checkmate check valve completed as shown in the project plans and specifications, complete and in place at \$ <u>Twelve thousand dollars</u> /per lump sum	\$ <u>12,000.00</u> /LS	\$ <u>12,000.00</u>
13	1	LS	Provide and install a 42" Checkmate check valve completed as shown in the project plans and specifications, complete and in place at \$ <u>Twenty one thousand dollars</u> /per lump sum	\$ <u>18,000.00</u> /LS	\$ <u>18,000.00</u>
14	486	SF	Provide Class 300 Riprap completed as shown in the project plans and specifications, complete and in place at \$ <u>Four thousand eight hundred and sixty dollars</u> /per square foot	\$ <u>10.00</u> /SF	\$ <u>4,860.00</u>
15	FA	FA	Force account – Work as Authorized by the Engineer	\$5,000.00	<u>\$5,000.00</u>

TOTAL QUOTE (INCLUDING ITEM #15) \$ 67,810.00

(Written amount) Sixty seven thousand eight hundred ten dollars

Notes:

1. The Contractor shall furnish all required labor, materials, equipment and incidentals as required and shall include the cost of these items in the unit prices for the quote items of work listed above. All items of work called for on the plans or in the specifications that are not included as a separate item in the proposal shall be considered as incidental to the other items of work listed and the payment for such incidental items shall be considered as included in the unit quote prices.
2. See Quote Item Clarifications that are attached with this Informal Quote Document.
3. The force account shall be used only as approved by the City's Project Manager.
4. 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.

**SPARKS BACKFLOW PREVENTER PROJECT
INFORMAL QUOTE
ADDENDUM NO. 1
NOVEMBER 13, 2012**

Clarifications of plans/IFQ documents:

1. It is the contractor's responsibility to find out what permits are required and shall obtain and pay for any costs associated with those permits. Note: The only permit the City sees that may be required is a Temporary Working in Waterways Permit from NDEP for the North Truckee Drain.
2. All locations are under an acre so SWPPP does not apply, but BMP's will be required. The contractor must provide a submittal to the City showing what BMP's will be used at each location.
3. Sheet P-4 shall be revised as shown in the attached drawing. The 18" Tideflex valve shall be an 18" series 35-1 check valve or approved equal.

William W. Wingfield

11/13/12