



**FLOWMETER SYSTEM
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 10th day of June, 2019, 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 **ADS, LLC**, a qualified vendor in the class of work required and/or materials to be supplied, hereinafter called "Vendor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Vendor for providing materials and (where applicable) perform related services hereinafter mentioned in accordance with the proposal of said Vendor;

WHEREAS, the Vendor will provide the material and (where applicable) perform related services for the compensation stated in said proposal, for an amount which has been arrived at between the parties;

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope:

The scope of this contract is generally defined as provision and installation of a **Flowmeter System**. The City's Contract Documents and Vendor's Entire Proposal are on file with the City of Sparks. 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 Vendor 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 therefore, 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:

As full consideration for the materials provided and related services to be performed by Vendor, City agrees to pay Vendor as set forth in accordance with the Fee Schedule set forth in the proposal, bid or quotation and not to exceed a fee of **\$70,485.00**. The City will not hire or directly compensate the Vendor's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all materials provided and work performed by Vendor shall be subject to review as to its conformance with specifications by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Vendor's services to the date of payment and shall not forfeit City's right to require the correction of any deficiencies.



3. Term (Check One)

- This is a One-Time delivery and installation of Materials, or**
- This is a term contract from (MO/DY/YR) to (MO/DY/YR)**

The Vendor shall deliver the material called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. The Vendor 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 the contract 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 is unsatisfactory or in default, subject to vendor'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 related services at its discretion, from other sources during the term of this Contract.

4. No Unfair Employment Practices:

In connection with the performance of work under this Agreement, Vendor 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 Vendor shall constitute a material breach of contract.

5. No Illegal Harassment:

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

6. Lawful Performance:

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

7. Acceptance by the City:

It is expressly understood and agreed that all materials provided and related work done by the Vendor 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 contract, although previously approved by oversight. Nothing herein contained shall relieve the Vendor of the responsibility for proper delivery of materials required under the terms of this Contract until all materials have been accepted by the City.



8. 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.

9. 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

VENDOR:
Rob Shone
ADS, LLC
259 Samuel Barnet Blvd.
New Bedford, MA 02745

10. Jurisdiction and Venue:

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.

11. 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.

12. Licenses and Permits:

The Vendor 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 vendors 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."

13. 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.

The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.

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 insurance for the types of coverage, limits of insurance and other terms specified herein, 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 no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. 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. 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/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers’ Compensation	Statutory	✓	N/A	✓
Yes	Employer’s Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
Yes	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured’s completed work equivalent to that provided under ISO form CG 00 01.

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, or damage to the named insured’s work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$2,000,000 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, it shall be 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 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, 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. 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 apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. 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.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured 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. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of 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.

Waiver of Subrogation.

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor’s insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

Workers’ Compensation and Employer’s Liability

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 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.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 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.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 each claim 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. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years 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.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor's pollution liability insurance.

If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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

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 ten (10) days' notice for nonpayment of premium.

DEDUCTIBLES AND RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by



City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

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 meet any applicable state and federal laws and regulations for non-admitted insurance placement.

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 (10) 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 suspended, voided, cancelled or non-renewed, 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. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.



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 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, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
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.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

If the Product is not delivered within the time stipulated in the bid, the Vendor 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 calendar day of delay until delivery is completed; the Vendor 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 Vendor as compensation under this proposal in the event the Vendor fails to meet delivery schedules or product specifications.

15. Material Breach of Contract:

In the event Vendor fails to deliver the product and related 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 vendor's failure to cure such breach within the time allowed in the City's notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and related services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

16. 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.

17. Termination:

Failure to Cure:

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 Vendor from damages owed to the City, or seek other remedy including action against all bonds. The Vendor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Non-Funding:

Continuance of this contract beyond the fiscal year (July – June) in which the contract was initiated shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year(s) and the termination of this contract due to lack of appropriation shall be without penalty.

Convenience:

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and related services authorized by and received to the satisfaction of the City prior to termination.

18. 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 Vendor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

19. Boycott of Israel (NRS 332.065) (This Section IS IS NOT Applicable to this bid):

Pursuant to NRS 332.065 any Contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$50,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term "Boycott of Israel" has the meaning ascribed in NRS 332.065(5). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.



20. 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.

21. 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.

22. 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 thereof.

23. 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(s) 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.

24. 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.

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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.

ADS LLC
(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: 

By: _____
Ronald E. Smith, Mayor

Vice President
(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

City Clerk



Attachment A

Price and scope per written proposal provided by ADS, dated April 29, 2019 (attached).

REFERENCE: Sparks.TMWRF.8510+.NV



259 Samuel Barnet Blvd.
New Bedford, MA 02745-1214

www.accusonic.com



A Brand of ADS LLC

CUSTOMER

Michael A. Drinkwater, P.E.
Treatment Plant Manager
Truckee Meadows Water Reclamation Facility

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PRICE PROPOSAL

Accusonic Model 8510+ Flowmeter, 4-path configuration, to measure flow in chlorine contact tank at the Truckee Meadows WRF.

DATE	April 29, 2018
BILLING	% Complete
TERMS	To Be Determined
SHIPMENT	FOB Shipping Point, Full Freight Allowed
DELIVERY	12 Weeks After Submittal Approval
OFFER VALID	90 Days
PROJ. PERIOD	Not more than 1 Year

Proposal Assumptions	
	<ol style="list-style-type: none"> 1. Accusonic proposes one (1) Accusonic Model 8510+ flowmeter system, in a 4-path single plane configuration with internally mounted 7658 transducers. Required to measure an open channel flow at the Truckee Meadows Water Reclamation Facility in Sparks, NV. 2. Necessary cables, transducers, and installation / commissioning services are included per project and design discussions. 3. It is assumed that the planned transducers location has sufficient unimpeded distance upstream, the equivalent of 10 pipe diameters and 2 pipe diameters downstream; therefore, accurate flow measurements will be achieved using a 4-path "single plane" installation. 4. This quote assumes that adequate accessibility is available for the installation of the transducers, using PVC mounting plates. 5. It is assumed that the cables will be routed out of the channel from a convenient egress point and then back to the console through suitable conduit, or cable trays, to be provided by others. 6. The contractor and/or customer must provide sufficient access to the flowmeter system during each service visit. 7. Proper operation of acoustic transit-time flowmeters require that the flow stream in the measurement location is free of visible or microscopic entrained air bubbles that interfere with effective transmission of the acoustic signals.

Item	Qty	Hardware Description	Total Price (USD)
1.	1	PN 8510+04AC Flowmeter Console, 4-path single plane configuration <ul style="list-style-type: none"> • 4-Path Flow Measurement Capability • NEMA 4X (IP66) Wall-Mounted Enclosure • 90-250 VAC, 47-63 Hz External Power • 7.7 inch LCD Touchscreen Color Display • (4) Isolated 4-20 mA Analog Outputs • Modbus Interface via RS-232, RS-485 or TCP/IP • 4 Gigabyte Internal Data Logging Storage • <i>AccuFlow</i>™ PC-based Software Interface – Available for Download 	
2.	8	PN 7658-65X-00 Internal Mount Transducers, 500 kHz operating frequency, 250 PSI maximum operating pressure, all PVC construction, 65 degree path angle.	
3.	8	PN 7698-0001 Transducer Mounting Assemblies, all PVC construction.	
4.	8	PN 7600-0135-150 RG-108 Submersible (HDPE jacketed) Transducer Cables with E-O style connector; 150-ft lengths quoted; the exact cable length must be verified by the customer prior to order placement.	
5.	1	PN 7510-0552-01 Ultrasonic Downlooker, integrated transmitter and transducer, mounting bracket supplied by others.	
6.	2	PN 7658SL-XX PVC Mounting Plates, length to be determined.	
7.	1	Standard Equipment Manual - one (1) hard copy will be supplied with console.	
Total for Hardware (TAXES EXCLUDED)			\$ 43,205.
Ground Freight			Included

Item	Qty	Basic Services Description	Total Price (USD)
8.	1	<p>Project Management begins with a kickoff meeting conference call with customer and/or contractors to coordinate collection of information and scheduling of activities. Engineering review of the specified system is performed. Any necessary reports will be prepared and delivered. Coordination of safety requirements is included.</p>	
9.	1	<p>Submittal Drawings will be provided by electronic delivery only. The package will include standard data sheets and site specific drawings and wiring diagrams.</p>	
10.	1	<p>Accusonic Field Technical Services include installation, commissioning, and on-site operator training.</p> <p>Installation shall include:</p> <ul style="list-style-type: none"> • Coordinate and manage the support labor provided by the customer and/or contractor to assist in the installation. • Survey channel to determine the precise locations to attach the mounting plates for the transducers. • Oversee installation of mounting hardware, then connect the transducer cables and oversee cable attachment and half round PVC covers to conduit walls. • Align the transducer paths in canal using a laser alignment tool to ensure the maximum signal strength. • Certify the flowmeter system prior to process operation by taking as-built measurements of the acoustic path lengths, path angles, elevations, and the canal cross-sectional geometry. • Please refer to Note # 4 regarding services required by others during <p>Commissioning shall include:</p> <ul style="list-style-type: none"> • Terminate the transducer cables and wire them to the console. • Upload the as-built parameters and output ranges into the console. • Check that all diagnostic values are within tolerance for the application. • Cycle flow (if possible) and collect flow data to verify operation. • Please refer to Note #4 regarding services required by others. <p>Operator Training shall include:</p> <ul style="list-style-type: none"> • Allows for a single 4 hour session consisting of classroom type discussion and hands-on training at the console. • The number of trainees that can be included in this training is only limited by the practical access to the live console. • Topics covered include principle of operation, console programming, meter functionality, inputs/outputs, software interface, basic maintenance and troubleshooting. • Assumed to occur on the same trip as the flowmeter commissioning. 	

Item	Qty	Basic Services Description (cont.)	Total Price (USD)
		<p>Field Technical Service work described above is expected to require up to two (2) mobilizations and a total of up to nine (9) days, including travel time to and from project location. Pricing is lump sum. If the work is accomplished in fewer days, there will be no reduction in price. Typical schedule would be as follows:</p> <ul style="list-style-type: none"> • 1st Trip – 5 Days: 3 man-days for Accusonic technician to perform the channel installation, plus 2 full travel days. • 2nd Trip – 4 Days: 2 man-days for Accusonic technician to perform flowmeter commissioning and provide operator training, plus 2 full travel days. • Days during each trip are assumed to be consecutive days • Trip report will be prepared and delivered within 30 days following each trip. <p style="text-align: right;">Total for Basic Services: 2 Mobilizations and up to 9 Days</p> <p style="text-align: right;">Travel & Living Expenses for Service Trips</p>	<p>\$ 27,280.</p> <p>Included</p>

Grand Total for Hardware and Basic Services (TAXES EXCLUDED)			\$ 70,485. (USD)
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Item	Qty	Optional Services Description	Total Price (USD)
11.	Ea.	<p>Additional Days or Mobilizations: Any additional days (including idle days) and any additional Mobilizations that are required to complete the service work will be invoiced as described.</p> <p style="text-align: right;">Additional Day Rate</p> <p style="text-align: right;">Travel & Living Expenses for Additional Days</p>	<p>\$ 1,400.</p> <p>Cost + 15%</p>

NOTES

1. Does not include special, modified, or custom documentation or manuals. Standard Accusonic manuals, appropriate to equipment order will be provided.
2. Does not include duties, taxes, fees, customs fees, or other charges ex-U.S. in destination country. These are the responsibility of purchaser.
3. Submittal drawings will be based on configuration information provided by the customer. Unsuitable site-specific conditions, such as aeration, cannot always be predicted prior to the installation. Unsuitable site conditions may adversely affect performance of the equipment.
4. **Responsibility of others** (i.e. customer or contractor during the installation and commissioning):
 - a. **Labor:** Supply of support labor to assist the Accusonic service technician(s) for installation of the transducer assemblies, and commissioning of the flowmeter system; typically a minimum of one skilled laborer per day of installation and commissioning, plus a safety assistant as required.
 - b. **Safety:** Supply of qualified support labor needed to comply with any safety or confined space entry requirements, including training, proper safety precautions, the use of air monitoring and ventilation, and rescue standby personnel.
 - c. **Access:** Accusonic service technicians shall be allowed access to the inside of the pipe, along with proper lighting and ventilation.
 - d. **Utilities:** Supply of electrical power.
 - e. **Tools:** As determined at kickoff meeting, supply of light hand tools (hammers, grinders, etc.), drilling equipment and/or stud-welding equipment.
 - f. **Cables & Conduit:** Supply of cable conduit or cable trays, and the pulling of cables through the conduit or cable trays.
 - g. **Console:** Mounting the console enclosure, performing conduit punch-outs and providing AC or DC mains power.
5. **The following is the responsibility of others IF required:**
 - a. **Scaffolding & Ladders:** Supply and erection of scaffolding, staging, and/or ladders in order to access the flowmeter system or the pipe.
 - b. **Tasks:** As directed by Accusonic service technician as required, any surface prep such as grinding, chipping or drilling.
 - c. **Patch Work:** Re-painting and/or re-patching of the pipe or linings (mortar, paint, cold tar, etc.).
 - d. **Hardware:** Any junctions boxes or electrical fittings.
6. This proposal includes the required number of field service days for installation and commissioning based on the recommended equipment and installation requirements. The client is responsible for ensuring adequate site access to allow the field services to be performed in the defined number of days. Should sufficient access not be provided, or delays incurred that are beyond Accusonic's control, the client is responsible for additional charges as described.
7. **Extended Project Periods:** An automatic price escalation of 4% will be applied on the yearly anniversary date of order acceptance, unless a revised quote is presented according to the provisions of the Terms and Conditions. Warranty is as described in the Terms and Conditions. No provision is made for extended warranty.



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SIGNED

Customer Name

Signature

Printed Name/Title

Date

Ship-To Address (print):

Billing Address (print):

ADS LLC

Signature

Printed Name/Title

Date

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