

SECTION 010 – NOTICE TO CONTRACTORS

**Proposals Requested
By
CITY OF RENO – PUBLIC WORKS DEPARTMENT**

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

Sealed Proposals will be received by the City of Reno at the office of the City Clerk, 2nd Floor, One East First Street, Reno, Nevada, until 2:00 P.M. Local Time on the 23rd day of June, 2016, for Contract Number I100089-2405.

Said Proposal shall include all labor, tools, implements, machinery, equipment, materials, and any incidentals necessary to complete the work in the manner and time prescribed, and in strict conformity with the Contract Documents to the satisfaction of the City Engineer. In general, the major work items include:

The repair and replacement of concrete joint sealing systems in the Primary and Secondary 1C Clarifier basins, the installation of steel roller wear plate and steel hardware in each basin, limited repair of floor grout and concrete walls in each basin, and other miscellaneous work as outlined in the plans and specifications.

Digital copies of the plans, specifications and related documents for Quest project number 4536428 may be examined and downloaded from the City of Reno's website <http://reno.gov/business/bids-rfps>, Reno E-Plan Room for a fee of \$10.00. Payment is non-refundable. Only those bidders who have purchased and properly downloaded the documents from this website will appear on the planholder list and may submit a bid. Please contact QuestCDN.com at (952) 233-1632 or info@questcdninfo.com for assistance in downloading and working with this digital project information. Paper copies of the plans and specifications may be examined at the City of Reno, Public Works office at City Hall, One E. First Street, 8th Floor, Reno, Nevada 89505.

A mandatory Pre-Bid Meeting will be held at the Truckee Meadows Water Reclamation Facility, located at 8500 Clean Water Way, in Reno, Nevada at 10:00 A.M., on the 16th day of June, 2016, in the Admin Conference Room. Prospective Bidders must have a representative attend the pre-bid meeting to be eligible to bid the project.

The project coordinator for this project is David Kershaw, P.E., with the City of Reno. He may be reached at (775) 334-3393 or kershawd@reno.gov.

Adv. Reno Gazette-Journal – June 8, 2016 & June 15, 2016
1 Proof

SECTION 015 – INSTRUCTIONS TO BIDDERS

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
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Some errors in printing have been observed from contractors printing from Apple or Mac computers. Please check your documents to ensure that documents are displaying correctly.

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Adv. Reno Gazette-Journal – June 8, 2016 & June 15, 2016
1 Proof

All Proposals shall be subject to, and must be on the City of Reno Proposal Forms provided in the Contract Documents and shall be enclosed and sealed in an envelope, which is addressed to the Mayor and City Council, City Hall, Reno, Nevada, and states the above mentioned Project Title,

Contract Number and PWP Number and Contractor Name. Failure to submit the Proposal on the forms or without all forms in the Proposal completed will be grounds for the Proposal being rejected.

The City prefers that proposals are submitted without comb or glue binding and that they be printed single-sided and stapled or clipped in one location at the top.

All bidders shall appear on the official plan holder list.

The City reserves the right to reject any or all Proposals.

The attention of Bidders is directed to the State Contractor's License Law (NRS Provision 624.700 as amended to date).

A certified check, cashier's check, bid bond or cash, in the amount of five percent (5%) of the total bid must accompany each Proposal, as a guarantee that if awarded the Contract, the Bidder will execute the Contract, give the two (2) bonds required, and present evidence of the required liability insurance and being licensed under the provisions Chapter 4.04 of the Reno Municipal Code. Said check shall be made payable to the City of Reno, and said bond shall be executed by an approved surety, if used. The provision of any such bond, check, or cash is conditioned to the effect that should the Bidder to whom the Contract is awarded fail to enter into the Contract in accordance with the Proposal, give the two (2) bonds required by said Contract, present sufficient evidence of required liability insurance and being licensed under the provisions of Chapter 4.04 of the Reno Municipal Code within ten (10) calendar days after notice of such award, the surety company shall forthwith pay the City of Reno the sum set forth in the bid bond, and the City shall be entitled to deposit the cash or check as liquidated damages.

The Bidder's attention is especially directed to NRS 338.125, NRS 338.130 and NRS 613.250.

For projects which are estimated to exceed \$2.5 million in accordance with the engineers estimate, Bidders must be prequalified pursuant to NRS 338.1382(1)(a) to bid on the project. Bidders at the time of submission of the bid must be qualified by the State of Nevada Public Works Board and be on the State Public Works Board Qualified Bidder List. A bidder not prequalified is not an eligible bidder.

In order to claim the benefits of NRS 338.147 or 338.1389, the bidder must attach a Certificate of Eligibility at the time of the proposal submittal and complete and submit the Affidavit Regarding Preference in bidding within 2 hours after completion of the opening of the bids.

Contractors who appear on the Nevada State Office of the Labor Commissioner's Disqualified Contractor list or the Federal Government General Services Administration (GSA) System for Award Management (SAM) with an exclusion will not be eligible for award of the contract.

Bidders shall hold a valid State of Nevada Contractor's License of a class corresponding to the work to be performed at the time the Proposal is submitted to the City of Reno. Failure to possess the appropriate Contractor's license at the time the Proposal is submitted will result in the Proposal being rejected.

The successful Bidder must possess a valid City of Reno Business License prior to the award of any Contract.

NRS 338.072 provides that any subcontractor of the successful bidder who is awarded the contract must also hold a state business license issued pursuant to Chapter 76 of the Nevada Revised Statutes.

Bidders are advised that they must have in place a drug and alcohol policy applicable to workers who will be employed on this project. The policy must be an approved Federal drug and alcohol policy/program which provides, at a minimum, that the use of alcohol, and use, possession, transfer, sale of illegal drugs, narcotics, or other unlawful substances is prohibited while working on any site in connection with work performed under this contract and assurances that the contractors' subcontractors are required to cooperate with the contractor's policy. Each contractor shall demonstrate compliance by submitting with its bid the certification form found within this document under penalty of perjury that the policy is in place, that it will be actively enforced and that workers who will be employed on the project will be subject to this policy.

The successful Bidder shall furnish to the City of Reno, the appropriate insurance certificates and bonds as outlined hereinafter, prior to execution of the Contract as set forth in Section 100.14 - Insurance. Bidders must execute the Acknowledgement of Insurance Requirements. Bidders are to submit any requests for information as to insurance requirements prior to submitting a bid.

If the Unit Bid Item prices and/or schedule of values of a prospective bidder's bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. A bid may be rejected if the City of Reno determines that the lack of balance poses an unacceptable risk to the City of Reno.

The minimum wages to be paid for labor shall not be less than the prevailing wages scale for Washoe County as determined by the Labor Commissioner of the State of Nevada. The provisions of NRS 338.010 through NRS 338.090 shall apply.

A person who bids on this contract may file a notice of protest regarding the awarding of the contract in accordance with NRS 338.142. The protestant must comply with all requirements set forth in NRS 338.142. Further, the protestant will be required, at the time of filing the protest, to post a bond or submit other security, in a form approved by the City and in the amount as set forth in NRS 338.142(3). The protestant's protest must be directed to the attention of the Director of Public Works and must be delivered to the Clerk's Office, One East First Street, Second Floor, Reno, Nevada.

Minority and Women Business Enterprises will be afforded full opportunity to submit bids in response to this notice, and will not be discriminated against on the grounds of race, color, or national origin in consideration for and award of any contract entered into pursuant to this advertisement. The City of Reno affirms its interest in and encourages the different contracting communities to actively pursue participation and utilization of Minority and Women Business Enterprises on City projects.

A bidder may submit to the City of Reno requests for approved equals or clarifications on items that have been included in the specifications or on an addendum to the specifications. Any such request must be received, in writing, not less than seven (7) calendar days before the date of the scheduled bid opening. Any request for substitution must be submitted with technical data, test results, or other information as evidence that the substitute offered is equal to or better than what is specified.


Kerri Lanza, P.E.
Engineering Manager

SECTION 020 –PROPOSAL/BID BOND/SCHEDULE OF PRICES

CITY OF RENO – PUBLIC WORKS DEPARTMENT

PROPOSAL

Proposal of K.G. Walters Construction Co., Inc. to furnish and deliver all materials except those specified to be furnished by the City of Reno and to do and perform all work for:

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

together with incidental items necessary to complete the work to be constructed in accordance with these Contract Documents, Improvement Plans and "Standard Specifications for Public Works Construction" and revisions to date.

TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF RENO, NEVADA:

The undersigned as Bidder, proposes and agrees, if this bid is accepted, to enter into an agreement with City of Reno in the form included in the bid documents to perform and furnish all work as specified or indicated in the bid documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the bid documents. Bidder shall provide all necessary machinery, tools, apparatus and other means of construction to perform all work, furnish all materials as specified in the bid documents. Bidder acknowledges the quantities shown herein are approximate only and are subject to increase or decrease, and that they will accept in full payment, the unit prices as reflected in the "Schedule of Prices" forms.

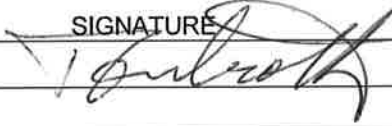
Bidder accepts all terms and conditions of the "Notice to Contractors" and "Instructions to Bidders", including without limitation those dealing with the disposition of bid security. Bidder will sign and deliver the required number of counterparts of the agreement with the bonds and other documents required by the bid requirements within ten (10) days after the date of City Notice of Award.

Bidder declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding; Bidder has not sought collusion to obtain for itself any advantage over any other Bidder or over the City of Reno. Bidder declares they have carefully examined all locations of proposed work, is familiar with all Proposal requirements and has examined this Contract Proposal, Improvement Plans, Specifications and Conditions referenced herein.

Bidder declares this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and in submitting this bid, Bidder represents, as more fully set forth in the

**CITY OF RENO
 TRUCKEE MEADOWS WATER RECLAMATION FACILITY
 PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION PROJECT
 CONTRACT NUMBER I100089-2405** **PROPOSAL/BID BOND/SCHEDULE OF PRICES**

agreement, that Bidder has examined and carefully studied the bidding documents and the following Addenda all of which are hereby acknowledged: (list Addenda by addendum number).

ADDENDUM NUMBER	DATE	SIGNATURE
1	6/20/16	

Bidder declares they have visited and examined all sites, has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work. Bidder has carefully studied all Improvement Plans and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities). Bidder acknowledges that such Improvement Plans are not bid documents and may not be complete for Bidder's purposes. Bidder acknowledges that the City of Reno does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Improvement Plans with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the bid documents.

Bidder declares they have correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations, explorations, tests, studies and data with the bid documents.

Bidder declares they have given the City of Reno written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the bid documents and the written resolution thereof by the City of Reno is acceptable to Bidder, and the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.

The Proposal submitted shall remain in effect for Ninety (90) calendar days after the opening of bids.

If this Proposal shall be accepted and the undersigned fail to Contract as aforesaid and to give a Performance Bond in the amount not less than the full Contract amount, One Hundred Percent (100%), and a Payment Bond of not less than One-hundred Percent (100%) of the Contract amount with surety satisfactory to the City of Reno and present evidence of required liability insurance and licensed under the provisions of Chapter 4.04 of the Reno Municipal Code within Ten (10) calendar days after the Bidder has received notice the Contract has been awarded, the City of Reno may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and

CITY OF RENO
TRUCKEE MEADOWS WATER RECLAMATION FACILITY
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CONTRACT NUMBER I100089-2405 PROPOSAL/BID BOND/SCHEDULE OF PRICES

acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal and the same shall be the property of the City of Reno.

Accompanying this Proposal is a deposit in the form of a Bid Bond
(Insert words – Certified Check, Cashier's Check, Bid Bond, or Cash)

in the amount of \$ 5% of total bid amount

which amount is not less than five percent (5%) of the total bid.

The undersigned holds valid Nevada State Contractor's License Number 17383, 17382

with Classification(s) AB

BIDDER

K.G. Walters Construction Co., Inc.
Contractor Name

P.O. Box 4359 Santa Rosa CA 95402
Address City, State Zip Code

707 527-9968 707 527-0244 waltjohnson@kgwalters.com
Phone Fax E-Mail

Tom Crotty Vice President
Print name of person authorized to sign this bid Title

[Signature]
Contractor Signature

CERTIFIED PAYROLL

Suzie Ransom
(Name of Person Submitting Certified Payroll)

suzieransom@kgwalters.com
(Email address)

707 527-9968
(Phone Number + extension)

707 527-0244
(Fax Number)

BID BOND CERTIFICATE

CITY OF RENO – PUBLIC WORKS DEPARTMENT

TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
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KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

K.G. Walters Construction Co., Inc.
hereinafter designated as "Principal" and

Hartford Fire Insurance Company
hereinafter designated as "Surety", are hereby held and firmly bound onto the City of Reno, hereinafter designated "City", in the sum of Five Percent of Total Bid Amount Submitted Dollars (\$ 5% of Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 17th day of June, 2016. The condition of the above obligation is such that whereas Principal has submitted to the City a Bid Proposal attached hereto and hereby made a part hereof, to enter into a Contract for the above mentioned Contract.

Now, therefore, if said Bid Proposal shall be rejected, or in the alternative, if said Bid Proposal shall be accepted and Principal shall execute and deliver a Contract in the form of Contract attached hereto, and properly completed, and shall furnish a Bond for Principal's faithful performance of said Contract, and a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void.

Otherwise, the same shall remain in force and effect, and the sum herein specified paid over to the City, it being expressly understood and agreed that the liability for Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that the obligations of surety and its bond shall be in no way impaired or affected by an extension of the time within which City may accept such Bid; and Surety does hereby waive notice of such extension.

In Witness whereof, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, the day and year set forth above.

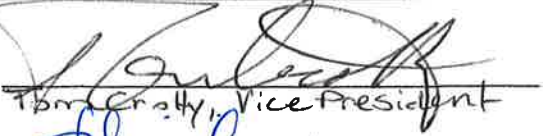
RETURN WITH BID

RETURN WITH BID

CITY OF RENO
TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION PROJECT
CONTRACT NUMBER I100089-2405 PROPOSAL/BID BOND/SCHEDULE OF PRICES

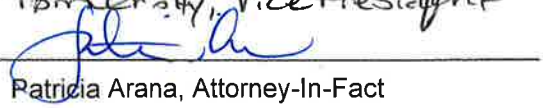
Principal: K.G. Walters Construction Co., Inc.

By:


Tom Cratty, Vice President

Surety: Hartford Fire Insurance Company

By:


Patricia Arana, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

On June 20, 2016 before me, Suzette Ransom, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Tom Crotty
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Suzette Ransom
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On June 17, 2016, before me, Natalie K. Trofimoff, Notary Public, personally appeared Patricia Arana, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: *Natalie K. Trofimoff*
Natalie K. Trofimoff, Notary Public

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: bond.claims@thehartford.com

call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-256704

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

E. S. Albrecht Jr., Patricia Arana, C.K. Nakamura, Maria Pena, Noemi Quiroz, Jeffrey Strassner, Lisa L. Thornton, Tim M. Tomko, Natalie K. Trofimoff of LOS ANGELES, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 17, 2016.
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

CITY OF RENO – PUBLIC WORKS DEPARTMENT

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

ATTENTION BIDDERS

**PLEASE AFFIX 5% BID BOND, CERTIFIED CHECK, CASHIER'S CHECK
OR CASH (PLACED IN SEPARATE ENVELOPE)
TO THIS PAGE**

CITY OF RENO – PUBLIC WORKS DEPARTMENT

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
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BID SUBMISSION

The Bidder's Proposal shall be submitted on the proposal documents provided. Any changes to the "Schedule of Prices" documents beyond providing "unit price" and "item total" amounts will be grounds for bid disqualification. Unit prices for all items, extensions and total amount of bid must be shown. In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the total bid price does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect total bid price shall be corrected.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

K.G. Walters Construction Co., Inc.
 Company Name

Proposal Schedule of Prices and Bid Form

TMWRF Primary & Secondary 1C Clarifiers 2016 Rehabilitation Project
 See Technical Specification Section 01025 for Item Descriptions

BID ITEM	APPROX. QTY	UNIT	BID ITEM DESCRIPTION WITH UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
1.1	1.0	LUMP SUM	Mobilization & Demobilization <i>Twenty thousand dollars</i> - Per Lump Sum	<u>\$20,000</u> Per LUMP SUM	\$20,000.00
2.1	1.0	LUMP SUM	Roller Wear Plate Replacement <i>One hundred fifty-eight thousand dollars</i> - Per Lump Sum	<u>\$158,000</u> Per LUMP SUM	\$158,000.00
2.2	1.0	LUMP SUM	Concrete Joint Repair <i>Eighty-five thousand dollars</i> Per Lump Sum	<u>\$85,000</u> Per LUMP SUM	\$85,000.00
2.3	50	CUBIC FEET	Tank Floor Repair (Contingent Item) <i>Four hundred fifty dollars</i> Per Cubic Foot	<u>\$450.00</u> Per CUBIC FOOT	\$22,500.00
2.4	400	FEET	Tank Floor Crack Repair (Contingent Item) <i>Twenty-three dollars</i> - Per Linear Foot	<u>\$23.00</u> Per FOOT	\$9,200.00
2.5	50	SQ.FT.	Tank Wall Repair (Contingent Item) <i>Ten dollars</i> - Per Square Foot	<u>\$10.00</u> Per SQ.FT.	500.00 \$500.00

CITY OF RENO

TRUCKEE MEADOWS WATER RECLAMATION FACILITY

PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION PROJECT

CONTRACT NUMBER I100089-2405

PROPOSAL/BID BOND/SCHEDULE OF PRICES

BID ITEM	APPROX. QTY	UNIT	BID ITEM DESCRIPTION WITH UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT
2.6	1.0	LUMP SUM	Steel Scum Ramp & Access Platform Repair <i>Thirty-thousand dollars</i> Per Lump Sum	<i>\$30,000</i> Per LUMP SUM	<i>\$ 30,000.00</i>
3.1	1.0	LUMP SUM	FORCE ACCOUNT <u>Seventy Thousand</u> Per Lump Sum	\$70,000.00 Per LUMP SUM	\$ 70,000.00
TOTAL PROJECT BID PLUS FORCE ACCOUNT					
<i>Three-hundred ninety-five thousand two-hundred dollars</i>				<i>\$ 395,200.00</i>	
CONTRACT PRICE IN WORDS				TOTAL AMOUNT	

RETURN WITH BID

RETURN WITH BID



ARCHITECTURE & ENGINEERING

June 17, 2016

TMWRF PRIMARY & SECONDARY 1C CLARIFIERS

2016 REHABILITATION PROJECT

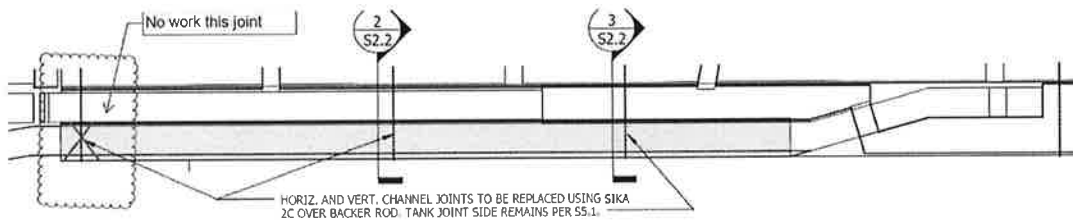
ADDENDUM#1

CONTRACT NO. I100089-2405 PWP NO. WA-2016-202

ATTN: BIDDING CONTRACTORS: THE FOLLOWING SHALL BECOME PART OF THE CONTRACT DOCUMENTS FOR *TMWRF PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION PROJECT*. NOTHING HERE RELIEVES THE CONTRACTOR OF PERFORMANCE TO THE ORIGINAL CONTRACT DOCUMENTS UNLESS SPECIFICALLY REFERENCED HERE.

ITEMS:

1-1) Reference detail 1/S2.2. One joint repair and is removed from the scope of work.



CHANNEL JOINT PLAN C

SCALE: 1/16" = 1'-0"

1

End of Addendum #1

SECTION 025 – ADDENDA

CITY OF RENO – PUBLIC WORKS DEPARTMENT

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

As a holder of Specifications and Improvement Plans for the above referenced project the Bidder shall acknowledge receipt of any and all Addenda. The bidder shall acknowledge any indicated change(s) that have been incorporated and/or new pages that have been inserted and/or replaced.

**FAILURE TO ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDA MAY BE
GROUNDS FOR THE PROPOSAL BEING REJECTED**

ATTENTION BIDDERS

**PLEASE AFFIX ALL EXECUTED ADDENDA
TO THIS PAGE**

SECTION 030 - PRINCIPAL CONTRACTOR

Principal Officers:

Name:	Title:
<u>Walt Johnson</u>	<u>President</u>
<u>Dave Backman</u>	<u>Sr. Vice President</u>
<u>Tom Crotty</u>	<u>Vice President</u>
<u>Valerie Carmichael</u>	<u>Corporate Secretary</u>

The following officer(s) is/are authorized to enter into contract

For: K.G. Walters Construction Co., Inc.
(General Contractor Company Name)

Walt Johnson
Dave Backman
Tom Crotty

Owner not listed above:

Name:	Title:
<u>Rick McKnight</u>	<u>Project Manager</u>
_____	_____
_____	_____

CHECK ONE: CORPORATION PARTNERSHIP INDIVIDUAL-OWNED

I, Tom Crotty, certify that the above list includes all owner and financial partners of the above-mentioned company-corporate structure to the best of my knowledge.

[Signature]
Contractor Signature _____ Date _____

TOTAL VALUE OF THE WORK TO BE COMPLETED BY THE PRIME CONTRACTOR
\$325,000.

MUST BE 50% OR GREATER OF THE TOTAL BASE BID WITHOUT FORCE ACCOUNT.

SECTION 035 – LIST OF PRIME CONTRACTOR AND FIRST TIER SUBCONTRACTORS (5% LIST)

Per NRS Provision 338.141, each bid submitted must include the name of the Prime Contractor and each first tier Subcontractor who will provide labor or a portion of the work on the public work in an amount exceeding five percent (5%) of the Prime Contractor's total bid.

If a Contractor fails to provide a complete list his bid shall be deemed not responsive. Subcontractors must not be on disqualified status with the State Public Works Board.

Any Bidder whose Proposal is accepted shall not substitute any person or Subcontractor who is named in the Proposal, nor shall sublet any portion of the work not so indicated in their Proposal, without complying with NRS 338.141. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the bidder of their liability under the contract and bonds.

Listed hereinafter is the list of the Prime Contractor and first tier Subcontractors who will be employed and the segregation of the work each will perform if the contract is awarded to the party or parties listed herein.

First tier subcontractor is defined as a contractor who contracts with a prime contractor to provide labor, materials or services for a construction project. NRS 338.141(7)(a).

THE PRIME CONTRACTOR MUST BE LISTED IF THEY WILL PERFORM ANY OF THE WORK IN EXCESS OF 5%.

PRIME CONTRACTOR NAME K.G. Walters Construction Co., Inc.

Description of the Labor or a portion of the Work To Be Performed By Prime Contractor pursuant to NRS 338.141(3)(a) or a statement pursuant to NRS 338.141(3)(b).

Demo, joint repair, structural, mechanical, touch-up paint and miscellaneous.

SUBCONTRACTORS (5% LIST)

Work To Be Performed by Subcontractors	Name, Address, & Phone Number	Classification & License Number

(ATTACH ADDITIONAL PAGES IF NECESSARY)

Submitted By: K.G. Walters Construction Co, Inc.
(Name of Individual, Partnership, or Corporation)

Name and Title: Tom Crotty Vice President

Signed By: 

SECTION 035 – LIST OF PRIME CONTRACTOR AND FIRST TIER SUBCONTRACTORS (1% LIST)

Within 2 hours of the bid opening, the three lowest bidders must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on public work to the prime contractor meeting either of the following criteria:

- a) Any first tier subcontractor which will be paid an amount exceeding \$250,000,
- b) Any first tier subcontractor which will be paid one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater.

If a Contractor fails to provide a complete list his bid shall be deemed not responsive. Subcontractors must not be on disqualified status with the State Public Works Board.

Any Bidder whose Proposal is accepted shall not substitute any person or Subcontractor who is named in the Proposal, nor shall sublet any portion of the work not so indicated in their Proposal, without complying with NRS 338.141. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the bidder of their liability under the contract and bonds.

First tier subcontractor is defined as a contractor who contracts with a prime contractor to provide labor, materials or services for a construction project. NRS 338.141(7)(a).

THE PRIME CONTRACTOR MUST BE LISTED IF THEY WILL PERFORM ANY OF THE WORK IN EXCESS OF 1%.

INFORMATION PROVIDED ON THE 5% LISTS SHALL AUTOMATICALLY BE DEEMED INCORPORATED INTO THE 1% LISTS AND NEED NOT BE RE-LISTED BELOW.

PRIME CONTRACTOR NAME KG. Walters Construction Co., Inc.

Description of the Labor or a portion of the Work To Be Performed By Prime Contractor pursuant to NRS 338.141(3)(a) or a statement pursuant to NRS 338.141(3)(b).

Demo., Joint repair, structural, mechanical, touch-up paint and miscellaneous.

SUBCONTRACTORS (1% LIST)

Description of the Work To Be Performed by Sub Contractors	Name, Address, & Phone Number	Classification & License Number

(ATTACH ADDITIONAL PAGES IF NECESSARY)

Submitted By: K.G. Walters Construction Co., Inc.
(Name of Individual, Partnership, or Corporation)

Name and Title: Tom Crotty, Vice President

Signed By: 

SECTION 040 - AFFIDAVIT OF NON-COLLUSION

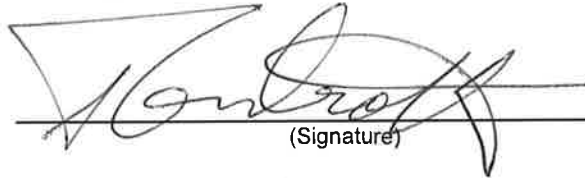
State of California

County of Sonoma

I, Tom Crotty Vice President
(Name of party signing this affidavit & Proposal Form) (Title)

being duly sworn do depose and say that K.G. Walters Construction Co., Inc.
(name of person, firm, association, or corporation)

has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.


(Signature)

Tom Crotty
(Printed Name)

Vice President
(Title)

Sworn to before me this _____ day of _____, 2016.

see attached
(Notary Public)

(Stamp/Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

X

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Sonoma

Subscribed and sworn to (or affirmed) before me
 on this 20th day of June , 20 16
 by Date Month Year
 (1) Tom Crotty
 (and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Suzette Ransom
(Signature of Notary Public)

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-03-14-0108**

K G WALTERS CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0017383** ORIGINAL ISSUE DATE: **04/25/1980** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2016** AND EXPIRES ON **APRIL 30, 2017**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

4/27/2016
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

SECTION 045 - CERTIFICATE OF ELIGIBILITY/PREFERENCE IN BIDDING

CITY OF RENO – PUBLIC WORKS DEPARTMENT

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

ATTENTION BIDDERS

**IN ORDER TO CLAIM A PREFERENCE IN BIDDING,
CONTRACTOR MUST PROVIDE THE CERTIFICATE OF
ELIGIBILITY AT THE TIME OF SUBMITTAL OF THE BID.**

**PLEASE AFFIX "CERTIFICATE OF ELIGIBILITY TO RECEIVE
PREFERENCE IN BIDDING"
TO THIS PAGE**

SECTION 045 - AFFIDAVIT CONCERNING PREFERENCE IN BIDDING

To be submitted within 2 hours after completion of the opening of the bids.

State of California

County of Sonoma

I, Tom Crotty Vice President
(Name of party signing this affidavit & Proposal Form) (Title)

being duly sworn do depose and say that K.G. Walters Construction Co., Inc.
(Name of person, firm, association, or corporation)

swear and affirm that in order to be in compliance with Chapter 338.0117 and 338.147 of the Nevada Revised Statutes to receive a preference in bidding on:

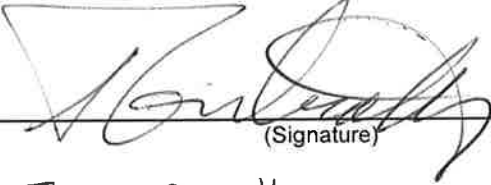
**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

certify that the following requirement will be adhered to, documented and attained through the duration of the contract. Upon submission of this affidavit I recognize and accept that failure to comply with any requirements entitles the public body to recover a penalty as set forth in NRS 338.0117.

1. The undersigned shall ensure at least 50 percent of the workers on the public work collectively and not on any specific day possess a Nevada driver's license or identification card; I hereby certify the percentage to be 60 % for this contract;
2. The undersigned shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada pursuant to the International Registration Plan as adopted by the Department of Motor Vehicles pursuant to NRS 706.826;
3. The undersigned shall ensure payroll records related to this project are maintained and available within the State of Nevada.

CITY OF RENO
TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION PROJECT
CONTRACT NUMBER I100089-2405 AFFIDAVIT CONCERNING PREFERENCE IN BIDDING

Subsequent record keeping and reporting by the General Contractor is required in the instance that the preference is used for determining the results of the bid. These requirements are applicable to Contractors who qualify and receive a preference in bidding.



(Signature)

Tom Crotty

(Printed Name)

Vice President

(Title)

Sworn to before me this _____ day of _____, 2016.

see attached

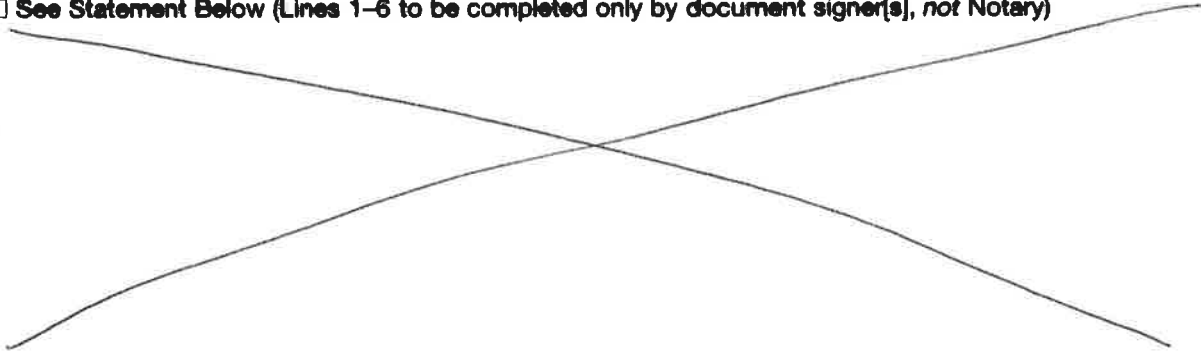
(Notary Public)

(Stamp/Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Sonoma

Subscribed and sworn to (or affirmed) before me
 on this 20th day of June, 2016
 by Date Month Year

(1) Tom Crotty

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Signature Suzette Ransom
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidding Preference Affidavit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

SECTION 050 - AFFIDAVIT CONCERNING CONFINED SPACE ENTRY COMPLIANCE

State of California

County of Sonoma

I, Tom Crotty
(Name of party signing this affidavit & Proposal Form)

Vice President
(Title)

being duly sworn do depose and say that K.G. Walters Construction Co, Inc.
(Name of person, firm, association, or corporation)

has, and shall continue during the course of this Contract, to comply with the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) regulations, as outlined in the 29 CFR Parts 1910; "Permit-Required Confined Spaces for General Industry; Final Rule".

[Signature]
(Signature)

Tom Crotty
(Printed Name)

Vice President
(Title)

Sworn to before me this _____ day of _____, 2016.

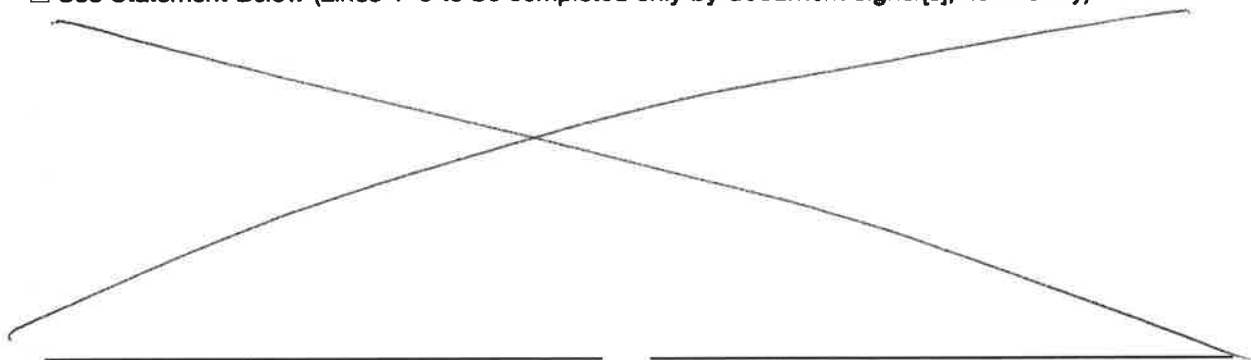
See attached
(Notary Public)

(Stamp/Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

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Signature of Document Signer No. 2 (if any)

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State of California
 County of Sonoma

Subscribed and sworn to (or affirmed) before me
 on this 20th day of June, 2016
 by Date Month Year
 (1) Tom Crotty



(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature *Suzette Ransom*
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Confined Space Affidavit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**K.G. WALTERS CONSTRUCTION CO INC
NEVADA LABOR RATES**

	<u>STRAIGHT TIME</u>	<u>OVERTIME RATE</u>	<u>DOUBLE TIME RATE</u>
CARPENTER JOURNEYMAN	69.06	93.43	117.8
CARPENTER FOREMAN	73.94	100.73	127.53
LABORER GROUP 4	54.43	73.86	93.29
LABORER FOREMAN	56.95	77.64	98.34
MILLWRIGHT	90.80	136.2	181.59
OPERATOR GROUP 11	82.11	107.36	132.6
OPERATOR FOREMAN	94.70	126.24	157.78
PIPEFITTER	77.04	115.55	154.06

DESCRIPTION	RATE PER HR.	8 HR. DAY
EXCAVATORS		
VOLVO EC460B LC	\$232	\$1,855
SAMSUNG 280LC-3	\$139	\$1,110
SAMSUNG 280LC-3 w/Breaker	\$209	\$1,670
JCB JS 200LC EXCAVATOR	\$109	\$871
BACKHOES		
JCB 215S BACKHOE 4WD	\$57	\$453
Volvo BL70 BACKHOE 4WD	\$53	\$421
JCB 214S BACKHOE 4WD	\$53	\$421
John Deer 310G Backhoe 4WD	\$51	\$405
LOADERS		
VOLVOL110E (4.5CY)	\$115	\$923
KOMATSU WA380-1L (4CY)	\$101	\$809
JCB 436 HT LOADER	\$92	\$732
DOZERS		
CASE 850D DOZER	\$64	\$515
CASE 450C DOZER, STANDARD TRACKS	\$43	\$348
CASE 450C DOZER, MUD	\$46	\$372
CRANE, BOOM TRUCKS		
Link Belt LS138 Crawler Crane (75T)	\$148	\$1,183
Tadono 55 Ton RT	\$126	\$1,010
P & H RT 28 Ton	\$107	\$859
FORK LIFTS		
SKYTRAK 1042 Extend Reach Lift 10,000#	\$54	\$428
SKYTRAK 8042 Extend Reach Lift 8,000#	\$50	\$396
TRUCKS		
PICKUPS (SUPERINDEPENDENTS)	\$16	\$129
PICKUPS (JOB TRUCKS)	\$16	\$129
WATER TRUCK	\$46	\$366
Moxy 30 Ton Dump Truck	\$145	\$1,163
Mechanics Truck	\$54	\$432
5 Ton Army Truck (6 wheel drive)	\$45	\$360
COMPACTORS		
Bomag BW211D-3 84" Smooth Drum	\$81	\$647
INGERSAL RAND 54" SHEEPSFOOT	\$67	\$538
COMPACTOR, BOMAG WALKBEHIND	\$45	\$358
COMPACTOR-"HED-SHAKER"	\$33	\$264
COMPACTION WHEEL FOR EXC	\$12	\$96
COMPACTOR "VIB. PLATE"	\$15	\$122

COMPACTOR-"WACKER" Jump'n Jack	\$15	\$120
MISCELLANEOUS EQUIPMENT -----		
SAWS, CHAIN,CUTOFF	\$9	\$72
LARGE GENERATOR 40 KW	\$39	\$314
SMALL GENERATOR (HONDA)	\$16	\$125
SKILL SAWS	\$4	\$32
6" GR TRASH PUMP W/HOSES	\$34	\$270
2&3" TRASH PUMP W/HOSES	\$13	\$101
2&3" ELECTRIC PUMPS	\$10	\$80
AIR TOOLS	\$10	\$80
AIR COMPRESSORS	\$23	\$185
CONCRETE VIBRATORS	\$6	\$48
EQUIPMENT TRAILER (20 TON)	\$11	\$88
WELDER	\$13	\$104
BREAKER (ADD BACKHOE)	\$50	\$400
LASER LEVEL	\$8	\$64
CONCRETE BUCKET	\$10	\$80
ELECT GRINDER/WHEEL	\$5	\$40
ROTO HAMMER/TOOLS	\$7	\$56
HYDRO TEST PUMP	\$9	\$72
THREADING MACHINE 4"	\$35	\$280
THREADING MACHINE 2"	\$15	\$120
VICTAULIC GROOVER	\$10	\$80
PRESSURE WASHER	\$10	\$80
POWER TROWEL	\$10	\$80
MH BLOWER W/HOSE	\$10	\$80
MH GAS SNIFFER	\$10	\$80
TIRPOD W/HOIST & WENCH	\$10	\$80
BEDDING BOX	\$30	\$240
ROCK SCREEN	\$30	\$240
TRENCH SHIELD	\$40	\$320

SECTION 055 – LABOR & EQUIPMENT RATES

CITY OF RENO – PUBLIC WORKS DEPARTMENT

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

ATTENTION BIDDERS

**PLEASE AFFIX LABOR & EQUIPMENT RATES PER
PER SECTION 350 OF THESE SPECIFICATIONS
TO THIS PAGE**

SECTION 060 – PREVAILING WAGE RATES

**ACKNOWLEDGEMENT AND STIPULATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS**

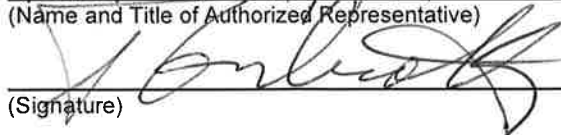
**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

The undersigned Bidder acknowledges and stipulates that:

1. This Contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A Contractor engaged on public works shall forfeit, as a penalty to the public body on behalf of which the Contract has been made and awarded to the Contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each person employed on the public work is paid less than the designated rate for any work done under the Contract, by the Contractor or any Subcontractor under them, unless waived by the Labor Commissioner for good cause shown.
3. A Contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the Contract has been made and awarded to the Contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof for each person employed on the public work for which the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 5 of NRS 338.070, unless waived by the Labor Commissioner for good cause shown.
4. A Contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the Contract has been made and awarded to the Contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each person employed on the public work is not reported to the public body awarding the Contract by the Contractor or any of their Subcontractors as required pursuant to subsection 5 of NRS 338.070, unless waived by the Labor Commissioner for good cause shown, up to a maximum amount of:
 - a. For the first failure to comply during the term of the Contract for public work, \$1,000; and
 - b. For each subsequent failure to comply during the term of the Contract for public work, \$5,000.
5. If a violation of more than one provision of subsections 1, 2 and 3 involves the same Persons, the Contractor shall forfeit the penalty set forth in each subsection that was violated, unless waived by the Labor Commissioner for good cause shown.
6. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

K.G. Walters Construction Co., Inc.
(Name of Bidder, Proposed Contractor)

Tom Crotty, Vice President
(Name and Title of Authorized Representative)


(Signature)

6/20/16
(Date)

SECTION 061 – AFFIDAVIT CONCERNING NON-DEBARMENT

State of California

County of Sonoma

I, Tom Crotty
(Name of party signing this affidavit & Proposal Form)

Vice President
(Title)

being duly sworn do depose and say that K.G. Walters Construction Co., Inc.
(name of person, firm, association, or corporation)

has not, either directly or indirectly, been debarred from receiving contracts from the Federal Government pursuant to 48 CFR §§ 9.400 et seq. (NRS 338.017 (2) & (3)).


(Signature)

Tom Crotty
(Printed Name)

Vice President
(Title)

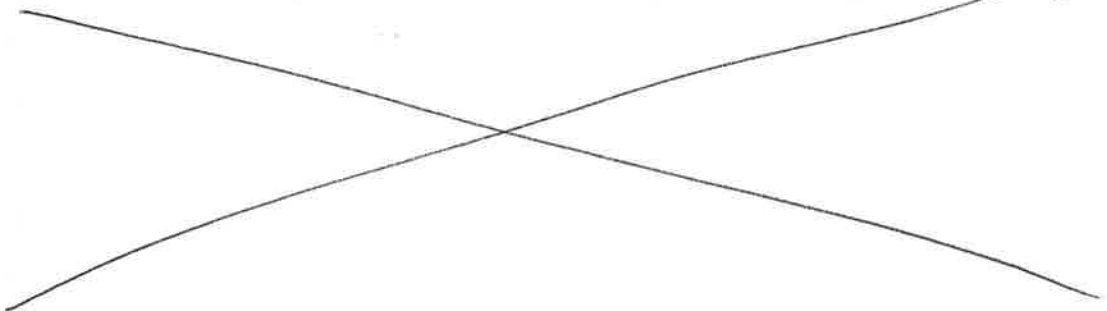
Sworn to before me this _____ day of _____, 2016.

see attached
(Notary Public)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Sonoma

Subscribed and sworn to (or affirmed) before me
 on this 20th day of June, 2016,
 by Tom Crotty
 (1) _____



(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature *Suzette Ransom*
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Debarment Affidavit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

SECTION 065 - AFFIDAVIT OF CERTIFICATION FOR DRUG/ALCOHOL POLICY

State of California

County of Sonoma

I, Tom Crotty Vice President
(Name of party signing this affidavit & Proposal Form) (Title)

being duly sworn do depose and say that K.G. Walters Construction Co., Inc.
(Name of person, firm, association, or corporation)

has in place a drug and alcohol policy that will be actively enforced and that all workers who will be employed on the City of Reno Public Works Construction Project will be subject to the policy.

Further affiant sayeth naught.


(Signature)

Tom Crotty
(Printed Name)

Vice President
(Title)

Sworn to before me this _____ day of _____, 2016.

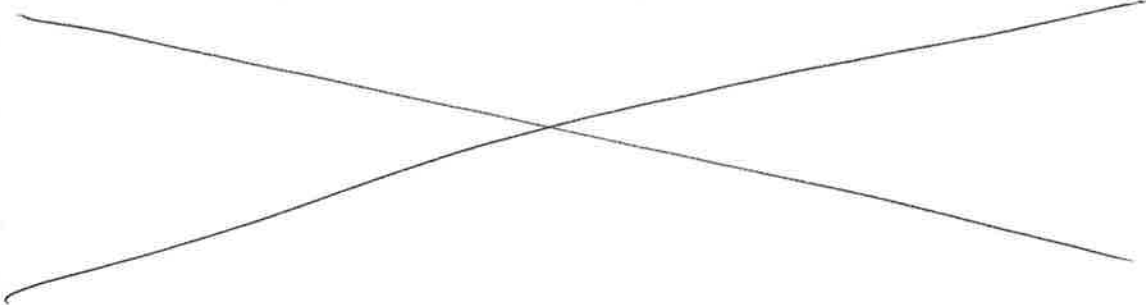
see attached
(Notary Public)

(Stamp/Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer(s), not Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Sonoma

Subscribed and sworn to (or affirmed) before me
 on this 20th day of June, 2016,
 by Tom Crotty
 (1) _____



(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Suzette Ransom
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Drug/Alcohol Policy Affidavit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

SECTION 066 - ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

The undersigned bidder acknowledges and agrees to comply with the insurance requirements set forth in Section 100.14 – Insurance.

The bidder acknowledges that they can acquire the required coverage and that this has been verified by their insurance company prior to submitting a bid.

Any requests for clarification regarding insurance requirements must be prior to submitting a bid.



(Signature)

Tom Crotty

(Printed Name)

Vice President

(Title)

CITY OF RENO
TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION PROJECT
CONTRACT NUMBER I100089-2405

CONTRACTOR'S LICENSE

SECTION 067 – CONTRACTOR'S LICENSE

CITY OF RENO – PUBLIC WORKS DEPARTMENT

TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202

ATTENTION BIDDERS

PLEASE AFFIX “CONTRACTOR LICENSE”
TO THIS PAGE

RETURN WITH BID

067 - 1

RETURN WITH BID



Measure up...use licensed contractors.

License Search Details

Press "Previous Record" to view the previous record in the list
Press "Next Record" to view the next record in the list.
Press "Search Results" to return to the search results list screen.
Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.
Press "New Search" to select a different search.

License Number: 0017383 Current Date: 06/21/2016 10:14 AM
Business Primary Name: K G WALTERS CONSTRUCTION CO INC License Monetary Limit: Unlimited
Business Address: P O BOX 4359 SANTA ROSA, CA 95402
Phone Number: (707)527-9968
Status: Active
Status Date: 02/02/2016
Origin Date: 04/25/1980
Expiration Date: 04/30/2018
Business Type: Corporation
Classification(s): A - GENERAL ENGINEERING
Principal Name Relation Description
JOHNSON, WALTER ALLEN President Qualified Individual
BACKMAN, DAVID Vice President
CROTTY, THOMAS PATRICK Vice President
CARMICHAEL, VALERIE Secretary
ROSEMARY
Bonds
Bond Type: Surety Bond
Bond Requirement: No Bond Required
Effective Date: 05/23/1987

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

Search Results New Search Criteria New Search

SECTION 067 – BUSINESS LICENSE

CITY OF RENO – PUBLIC WORKS DEPARTMENT

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

“CITY OF RENO & CITY OF SPARKS BUSINESS LICENSES”

**CITY OF RENO & CITY OF SPARKS BUSINESS LICENSES ARE
REQUIRED BY DATE OF AWARD, NOT AT TIME OF BID**

SECTION 070 – CONTRACT

CONTRACT

This agreement, made and entered into this 20th day of July, 2016, in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and K.G. Walters Construction Co., Inc., hereinafter called the Contractor.

Witnesseth, that the Contractor agrees with the City, for the consideration and Agreements hereinafter mentioned and contained to be made and performed by the City, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney and hereunto annexed, that they, the Contractor, shall and will at their own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City,

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY
PRIMARY & SECONDARY 1C CLARIFIERS 2016 REHABILITATION
CONTRACT NUMBER I100089-2405
PWP WA-2016-202**

together with incidental items necessary to complete the work in strict conformity, in every part and particular, with the annexed plans, special provisions and technical specifications which are made a part hereof (Contract Documents), and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the unit prices set forth in the "Schedule of Prices" forms hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, for the prices in the Proposal Schedule of Prices Bid Form, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage, and Equal Opportunity Requirements hereto annexed and hereby made a part of this Agreement. The Contractor further agrees that they shall promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the Proposal of said Contractor, then Contract Documents shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

- Executed Change Orders
- Contract
- Addenda
- Special Provisions or Technical Specifications
- Supplemental General Provisions
- Proposal
- City of Reno Standard Detail Drawings
- Standard Specifications for Public Works Construction

In the event of a conflict between the Specifications and the Drawings, the more restrictive shall prevail.

The Contractor hereby further agrees to receive and accept the Contract Sum of Three Hundred Ninety Five Thousand Two Hundred Dollars (\$395,200.00), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

And the said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the City from any and all claims or liability on account of work performed under this Contract other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written.

ATTEST:

City of Reno, Nevada

City Clerk, City of Reno

Hillary L. Schieve, Mayor

CONTRACTOR'S ACKNOWLEDGEMENT

(Company Name)

(Principal Signature)

(Principal Printed Name)

CONTRACTOR'S NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared
before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

I hereby certify that I have examined the written contract and find the same to be in accordance with
the Reno Municipal Code.

By: _____
(Deputy City Attorney)

SECTION 075 - PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Reno in the State of Nevada has awarded to

_____ hereinafter designated as the "Principal", a Contract for construction of the Truckee Meadows Water Reclamation Facility Primary & Secondary 1C Clarifiers 2016 Rehabilitation Project, Contract Number I100089-2405, and WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract;

NOW, therefore, we the Principal and _____ as surety, are held and firmly bound unto the City of Reno in the State of Nevada, in the penal sum of

_____ Dollars

(\$ _____), lawful money of the United States, being not less than one hundred percent (100%) of the estimated Contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden principal, their heirs, executors, administrators, successors or assigns shall make full, complete and satisfactory repair and replacements or totally protect the said City of Reno in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done.

Further, the above obligation shall hold good by the above bounden Principal, his heirs, executors, administrators, successors or assigns during the one (1) year warranty period if any defect is found to exist and efforts to rectify the defect cannot be executed during the one (1) year warranty period, the warranty period shall extend until the defect is remedied to the full and complete satisfaction of the City of Reno in the State of Nevada. If this defect causes additional defects during this extended warranty period, the additional defects shall also be remedied by the above bounden Principal, his or its heirs, executors, administrators, successors or assigns to the full and complete satisfaction of the City of Reno in the State of Nevada. The above obligation shall remain in full force and effect; otherwise the above obligation shall be void.

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

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

CONTRACTOR:

(Company Name)

(Principal Signature)

(Principal Printed Name)

CONTRACTOR NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared before me, a Notary Public in and for said

County and State, _____, known to me to be the _____ of _____, who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

APPROVED AS TO LEGAL FORM:

(Deputy City Attorney)

SURETY:

(Surety Company Name)

(Surety Authorized Signature)

(Surety Printed Name)

SURETY NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared
before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

Countersigned by Licensed Agent

(Signature)

On _____ for
(Date)

(Licensed Agent Company Name)

(Street Address)

(City, State & Zip Code)

(Phone Number)

SECTION 080 - LABOR AND MATERIALS BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Reno in the State of Nevada has awarded to

_____ hereinafter designated as the "Principal", a Contract for construction of the Truckee Meadows Water Reclamation Facility Primary & Secondary 1C Clarifiers 2016 Rehabilitation Project, Contract Number I100089-2405, and WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract;

NOW, therefore, we the Principal and _____ as surety, are held and firmly bound unto the City of Reno in the State of Nevada, in the penal sum of

_____ Dollars

(\$ _____), lawful money of the United States, being not less than one hundred percent (100%) of the estimated Contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

CONTRACTOR:

(Company Name)

(Principal Signature)

(Principal Printed Name)

CONTRACTOR NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared
before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

APPROVED AS TO LEGAL FORM:

(Deputy City Attorney)

SURETY:

(Surety Company Name)

(Surety Authorized Signature)

(Surety Printed Name)

SURETY NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared
before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

Countersigned by Licensed Agent

(Signature)

On _____ for
(Date)

(Licensed Agent Company Name)

(Street Address)

(City, State & Zip Code)

(Phone Number)