

**BID FOR**  
**GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK**  
**REHAB PROJECT**

**BID # 25/26-002**

**PWP # WA-2026-015**

**BIDS DUE NOT LATER THAN: 1:45 PM ON NOVEMBER 19, 2025**

**PUBLIC BID OPENING: 2:00 PM ON NOVEMBER 19, 2025**

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



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



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

**CITY OF SPARKS  
NOTICE TO BIDDERS  
GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT  
BID # 25/26-002 / PWP # WA-2026-015**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON NOVEMBER 19, 2025**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Due to hybrid schedules and staff reductions, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Purchasing Office will receive bids in the lobby of City Hall beginning at **1PM on NOVEMBER 19, 2025**. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON NOVEMBER 19, 2025** via Microsoft Teams video/audio conferencing. Meeting ID: Meeting 231 933 877 024 8. Meeting Passcode: QV33Ad6u with a direct link of: [Bid Opening - GERP Effluent Tank Rehab | Meeting-Join | Microsoft Teams](#).

**PROJECT DESCRIPTION** The work performed under this Contract consists of the rehabilitation of the existing 3.4 MG effluent tank located at the Golden Eagle Regional Park. The rehab will address the interior of the tank by an abrasive blasting and recoat with a three-coat epoxy coating system to the roof and rafters. An abrasive blasting and recoat with a 100% solids epoxy coating system to the shell and floor.

**PRE-BID MEETING:** There will be a **NON-MANDATORY** pre-bid meeting held at **10:00 AM ON NOVEMBER 12, 2025** via Microsoft Teams video/audio conferencing. Meeting ID: Meeting 216 492 903 535 37. Meeting Passcode: fh9bh7Cp with a direct link of: [Pre Bid - GERP Effluent Tank Rehab | Meeting-Join | Microsoft Teams](#).

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

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

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://portal.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain plans, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service. For further information, contact the Project Manager at [aelson@cityofsparks.us](mailto:aelson@cityofsparks.us) or at (775) 353-2375. The individual responsible for coordinating this bid is: Ashley Elson, PE – Sr. Civil Engineer.

Reno Gazette Journal Legal Notices Section

Publish Date: November 5, 2025  
Proof of publication required

## **Bidder's Checklist**

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

1. \_\_\_\_\_ Bid Item Schedule
2. \_\_\_\_\_ Bidder Information Sheets
3. \_\_\_\_\_ Subcontractor Information Form (5% list due with bid submittal)
4. \_\_\_\_\_ Acknowledgement and Execution Form
5. \_\_\_\_\_ Certification Regarding Debarment
6. \_\_\_\_\_ “Certificate of Eligibility” (Local Preference) - If bid exceeds \$250,000 and Contractor wishes to potentially apply their preference.
7. \_\_\_\_\_ Bid Bond
8. \_\_\_\_\_ Signed Bid Addenda (if applicable)



**CITY OF SPARKS  
BID ITEM SCHEDULE**

**BID TITLE: GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT**

**BID #25/26-002 / PWP-WA-2026-015**

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

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

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

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

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

| Item No. | Quantity | Unit | Description                                     | Unit Price   | Total Price  |
|----------|----------|------|-------------------------------------------------|--------------|--------------|
| 1.0      | 1        | LS   | Mobilization/Demobilization                     | \$ _____ /LS | \$ _____     |
| 2.0      | 1        | LS   | 3.4 MG Tank Interior Coating - Roof and Rafters | \$ _____ /LS | \$ _____     |
| 3.0      | 1        | LS   | 3.4 MG Tank Interior Coating - Shell and Floor  | \$ _____ /LS | \$ _____     |
| 4.0      | 32       | HR   | Miscellaneous Weld Repairs (Contingent Item)    | \$ _____ /HR | \$ _____     |
| 5.0      | 1        | FA   | Force Account                                   | \$ 50,000.00 | \$ 50,000.00 |

|                                                                                                                                                   |                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>Total Golden Eagle Regional Effluent Tank Rehab Base Bid Price (Include Force Account)</b><br><br>\$ _____<br><b>(written total bid price)</b> | <br><br><br><br><br><br><br><br><br>\$ _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|

## **Bidder Information**

### **COMPANY INFORMATION:**

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

### **COMPANY BACKGROUND**

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

## Bidder Information

### CONTRACTOR LICENSE INFORMATION:

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

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

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

## Bidder Information

### DISCLOSURE OF PRINCIPALS:

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

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

#### b) Corporation:

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

## Awarded Contract Information

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

### COMPANY INFORMATION:

|                                       |
|---------------------------------------|
| Company Name:                         |
| Authorized Name:                      |
| Title:                                |
| Individual E-Mail Address:            |
| Telephone Number including area code: |
| Mailing Address:                      |

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

**INSTRUCTIONS:** Per NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the Bid Price. The Bidder shall list the name of a Subcontractor for each portion of the Work, the value of which exceeds five percent (5%) of the Bid Price. **If Bidder will perform more than 5% of the Work, BIDDER SHALL ALSO LIST HIS NAME and description of the work that the prime contractor will perform in the space provided below.**

|                       |                             |                  |
|-----------------------|-----------------------------|------------------|
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |

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

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

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

**INSTRUCTIONS:** In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater.

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

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

|                       |                             |                  |
|-----------------------|-----------------------------|------------------|
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |
| Name of Subcontractor | Address                     |                  |
| Phone                 | Nevada Contractor License # | Limit of License |
| Description of Work:  |                             |                  |

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

**CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:**

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

\_\_\_\_\_(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT**, Bid # **25/26-002**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

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

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

|                                     |                                      |
|-------------------------------------|--------------------------------------|
|                                     | Contractor/Bidder:                   |
| (Printed Name of Contractor/Bidder) | BY: _____                            |
|                                     | Firm: _____                          |
|                                     | Address: _____                       |
|                                     | City: _____                          |
|                                     | State / Zip Code: _____              |
|                                     | Telephone Number: _____              |
|                                     | Fax Number: _____                    |
|                                     | E-mail Address: _____                |
| (Signature of Principal)            | Signature: _____                     |
|                                     | DATED this _____ day of _____, 2023. |

State of Nevada )  
 ) SS.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me,

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

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

Notary's Signature: \_\_\_\_\_ My commission Expires: \_\_\_\_\_



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

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

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

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

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

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

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

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

## Local Preference Affidavit

**NEW Instructions:** This form is required to receive a preference in bidding on projects exceeding \$250,000. This form must be submitted no later than two (2) hours following the opening of bids, only if the bidder wishes for their preferential status( established by their current Certificate of Eligibility) to be considered in the evaluation of bids. A copy of the bidder's Certificate of Eligibility must be submitted at the time the contractor submits their bid.

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT (Bid # 25/26-002)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of \_\_\_\_\_, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of workers employed on the public work possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

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

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

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

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

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

)ss.

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

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

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

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **25/26-002**, PWP # **WA-2026-015**, for the **GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT**.

NOW, THEREFORE,

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

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

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

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

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

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

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

# **GENERAL CONDITIONS**

## General Conditions



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### GENERAL CONDITIONS

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

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT**, as per specifications herein.

**The bidder agrees that:**

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

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

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

**1. Prices:**

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

**2. Firm Prices:**

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

**3. Items Offered:**

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

**4. Brand Names:**

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

An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City

## General Conditions



may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

### 5. **Samples:**

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

### 6. **Withdrawal of Bids:**

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

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

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

### 8. **Mistake in Bid:**

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

### 9. **Signature:**

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

### 10. **Exceptions:**

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

### 11. **Confidential Information:**

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

### 12. **Quality:**

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

### 13. **Litigation Warranty:**

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to

## General Conditions



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

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

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

### **15. Performance Standards:**

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

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

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

### **17. Warranties:**

- (a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.
- (b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

### **18. Addenda:**

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

## General Conditions



All potential bidders are responsible for monitoring the City website regarding the availability of new bid documents or addenda (where applicable). The City of Sparks will not be responsible for the results of any potential failures in automatic notification systems to potential bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service.

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

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

### **20. Taxes:**

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

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

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

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

[https://labor.nv.gov/PrevailingWage/Public\\_Works\\_Prevailing\\_Wages/](https://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/)

Federal "Davis Bacon" wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the "Special Conditions – Federal Requirements" section that will be included in this bid document when such conditions apply. Contractor shall compare the applicable wage rate for each classification used on the project and pay the higher of the two rates (Nevada State Prevailing Wage or Davis Bacon Wage) in each case.

### **22. Apprenticeship Utilization Act:**





Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Bidder acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Bidder acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

**23. Conflict of Interest:**

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

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

**24. Disqualification of Bidder:**

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

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

**25. Gratuities:**

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



**26. Bidder's Security (This Section ☒ IS ☐ IS NOT Applicable to this bid):**

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

**27. Performance and Payment Bonds:**

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

**Performance Bond (This Section ☒ IS ☐ IS NOT Applicable to this bid):**

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

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

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

**28. Indemnification:**

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:

## General Conditions



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.

### **In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

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.

### **29. 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

## General Conditions



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                   |
| No                          | 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

## General Conditions



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.

### ***Electronic Data Liability***

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained

## General Conditions



with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

### ***Railroad Protective Liability***

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the 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**

## General Conditions



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:  | <b>\$1,000,000</b> Bodily Injury by Accident – Each Accident |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Each Employee  |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit   |

### ***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

### **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

## General Conditions



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**



## General Conditions



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

## General Conditions



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.

### 30. Safety Program:

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

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

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

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

### 31. Award of Contract:

## General Conditions



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

### 32. Request for Proposal (RFP) Submittals:

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

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

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

### 33. Bidder Preference Law (This Section ☒ IS ☐ IS NOT Applicable to this bid):

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

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors wishing to receive benefit of their preference status in the evaluation of bids must submit a copy of their Certificate of Bidder Preference issued by the State Contractor's Board. (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board). Contractors who do not submit a preference certificate at the time of their bid are presumed to have wished not to exercise the benefit of their preference, or do not possess the certificate of eligibility.

## General Conditions



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

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

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

To the extent Contractor has sought, qualified and receives a bidding preference, and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-3 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

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

### **34. Tie Bids:**

Should identical low, responsive and responsible bids be received from two bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option utilize a coin-flip to determine the low bidder who shall be recommended for award. Or;

Should there be three or more low, responsive and responsible tie bids the Purchasing Manager shall exercise the following tie breaking method, unless another alternative is apparent and prudent: The City of Sparks Purchasing Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

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

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

## General Conditions



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

### 36. Documentation:

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

### 37. Discounts:

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

### 38. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order

## General Conditions



number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

### **39. Inspection and Acceptance:**

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

### **40. Lost and Damaged Shipments:**

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

### **41. Late Shipments:**

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

### **42. Document Ownership:**

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

### **43. Advertisements, Product Endorsements:**

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

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

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

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

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

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code

## General Conditions



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Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

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

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

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

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

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

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

### **49. Assignment:**

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

### **50. Disputes After Award:**

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

### **51. Arbitration after Award:**

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

## General Conditions



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fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

### **52. Lawful Performance:**

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

### **53. Annual Appropriation of Funds:**

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

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

### **54. Extension:**

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

### **55. Termination:**

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

### **56. Venue:**

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



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

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

**SPECIAL PROVISIONS  
FOR  
CITY OF SPARKS  
GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT  
BID# 25/26-002, PWP# WA-26-015**

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction" (Orange Book), 2012 version and revision 8, and are adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the City General Conditions, Contract forms, plans, technical specifications and these Special Provisions (all contained within this bid document).

**SECTION 1: SCOPE OF WORK**

The work performed under this Contract consists of the rehabilitation of the existing 3.4 MG effluent tank located at the Golden Eagle Regional Park. The rehabilitation will consist of the following improvements:

- Interior of the tank – An abrasive blasting and recoat with a three-coat epoxy coating system to the roof and rafters. An abrasive blasting and recoat with a 100% solids epoxy coating system to the shell and floor.
- Exterior of the Tank - No exterior work is to be done on the tank under this project.

**SECTION 2: SPECIAL PROVISIONS**

The requirements set forth in these "Special Provisions" shall be used in addition to those set forth in "Standard Specifications for Public Works Construction," 2012 version and revision 8.

**SECTION 3: STANDARD SPECIFICATIONS AND DETAILS**

All materials furnished and work performed shall be done in accordance with the 2012 version, revision 8, of the Standard Specifications for Public Works Construction (hereinafter designated "Standard Specifications"), and any revisions thereto if not covered or amended by the Special Technical Provisions; and the Standard Details for Public Works Construction (hereinafter designated "Standard Details"), except as modified by the drawings.

**SECTION 4: NOTICE TO PROCEED**

Contract time will begin on the date specified in the "Notice to Proceed," unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated working days.

**SECTION 5: WORKING DAYS**

The work to be performed under this Contract shall be commenced after all executed Contract Documents have been submitted, and between the time of award and January 26th, 2026. The work, including any and all alternates and options, shall be completed within forty (40) working days after the commencement

date set forth in the Notice to Proceed within the timeframe described above. The project shall be completed by April 1, 2026.

#### **SECTION 6: LIQUIDATED DAMAGES**

In case all work called for under the Contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the Contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City, FIVE HUNDRED DOLLARS (\$500.00) for each and every working day delay in finishing the work in excess of the number of working days prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the Contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges. The City may deduct this amount from any money due or that may become due the CONTRACTOR under the Contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the Contract.

#### **SECTION 7: EXCUSABLE DELAYS**

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

#### **SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS**

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

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

#### **SECTION 9: AUTHORITY OF THE PROJECT MANAGER AND INSPECTOR**

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

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The City shall provide an Inspector or contract with a third party to represent the City and the Engineer and shall make inspections of all work, sample and test materials and do such other work relative to supervision of the project as he may be assigned by the City. All instructions given by the Inspector are subject to approval by the Engineer.

#### **SECTION 10: CHANGE ORDERS**

The City of Sparks reserves the right to make alterations or supplements to the Contract. Change Order Forms are required for all changes in decreases and/or increases of quantities and/or dollar amount changes in accordance with the "Standard Specifications."

#### **SECTION 11: COOPERATION WITH OTHER CONTRACTORS**

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

#### **SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS**

Trash, construction debris, cleared vegetation, excavated material unsuitable to be incorporated in the construction shall become the property of the CONTRACTOR and shall be removed by the CONTRACTOR and shall be legally disposed of offsite in accordance with all federal, state and local regulations at CONTRACTOR's expense.

#### **SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS**

The CONTRACTOR will confine his operations within the street right-of-way and affected private property as shown on the drawings. If the CONTRACTOR's operations result in damage to any publicly or privately-owned facilities outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the owner of the damaged property.

The CONTRACTOR shall take all necessary precautions to preserve private and public property in the immediate area of all construction locations. Complete liability shall be assumed by the CONTRACTOR for any damage to private and public property during the execution of work. Upon completion of the work, all private and public property shall be, at a minimum, restored to the same or better physical condition as that prior to the commencement of work thereon.

If the CONTRACTOR negotiates with property owners for the use of land for construction operations outside the limits of the street right-of-way for purposes other than accessing manholes for lining operations, he shall do so at his own risk and the City will assume no liability for such use of private property. All agreements between the CONTRACTOR and private property owners shall be in writing and the City will be furnished copies of such agreements.

#### **SECTION 14: PROTECTION OF EXISTING UTILITIES**

If the CONTRACTOR proposes any action for the excavation of a pipe repair or replacement, the CONTRACTOR shall notify Underground Services Alert (USA Dig) at 1-800-227-2600. The known utilities within projects limits include City of Sparks, NV Energy, Truckee Meadows Water Authority

(TMWA), and AT&T. The contractor shall notify each of these entities not less than five (5) working days prior to any excavation if applicable to verify the location and depths of utilities.

The CONTRACTOR shall take inventory of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utilities. Any damage caused by operation of the CONTRACTOR shall be repaired by the CONTRACTOR at his own expense. It shall be the CONTRACTOR's responsibility to contact the impacted utility for any replacement hardware.

The CONTRACTOR shall submit the utility inventory to the Project Manager and the utility companies upon the completion of utility lowering activities. The CONTRACTOR shall also keep a copy of the utility location inventory list on the project work site at all times for emergency shutoff purposes.

It shall be the CONTRACTOR's responsibility to adjust all surface mounted utility appurtenances, such as manholes, survey monument covers and valve boxes to grade consistent with the grade of the restored street surface.

#### **SECTION 15: CONTRACT AMOUNT**

The total amount payable under this Contract shall be determined by the sum of the amounts earned and the various quantities of repairs actually made and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The various quantities of repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary quantities as may be necessary.

#### **SECTION 16: PRECONSTRUCTION CONFERENCE**

After the execution of the Contract, but prior to the commencement of any work, a preconstruction conference between the CONTRACTOR and the City of Sparks will be held at a mutually acceptable time and place.

#### **SECTION 17: MEASUREMENT FOR PAYMENT**

Whenever possible, the actual quantities installed or work performed on any project shall be measured on the site of the work by a crew composed of both the CONTRACTOR and the Project Manager or Inspector. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the Project Manager or Inspector shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under Contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the Project Manager or Inspector participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the Project Manager or Inspector.

#### **SECTION 18: PRE/POST-CONSTRUCTION WALK-THROUGH**

The CONTRACTOR, Inspector, and/or Project Manager shall conduct a pre- and post-construction walk-through. This shall be accomplished to determine limits of construction and existing conditions at each site and the surrounding area.

The CONTRACTOR will be required to video the features of the entire project prior to any construction including all affected properties and staging locations. This video will be provided to the City. Areas near the property lines, back of sidewalk and driveways, landscaping, mow strips, fences and edging should be filmed in great detail to avoid any damage or disputes with property owners if work is anticipated in the vicinity. The CONTRACTOR will be required to replace and/or repair all areas that is damaged by construction activities. Areas that are in question or concern should be noted on the video and the CONTRACTOR shall notify the Project Manager or Inspector.

## **SECTION 19: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK**

Sparks Municipal Code 20.04.005.D restricts construction hours to 7:00 A.M. until 7:00 P.M., Monday through Friday and 9:00 A.M. until 5:00 P.M. on Saturday. For this project, the defined construction hours will be 7:00 A.M. until 7:00 P.M., Monday through Friday unless otherwise required by these specifications or requested by the City Project Coordinator. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the City Project Coordinator and as specified herein, including startup of equipment.

The CONTRACTOR shall not perform any Contract work on Saturday, Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and approved by the City Project Coordinator and as specified herein.

When directed to work outside of the legally permitted construction hours defined above, the CONTRACTOR shall first obtain approval from the City Project Coordinator at least seventy-two (72) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Saturday or Sunday, he/she shall obtain approval by the Wednesday prior to work on the Saturday or Sunday for which work is planned. If the CONTRACTOR plans to perform work on a legal Holiday, he/she shall first obtain approval from the City Project Coordinator at least 72 hours in advance.

CONTRACTOR shall obtain approval through the Temporary Use Permit (T.U.P.) and pay a fee of one hundred (\$100.00) dollars to work outside of the above legally permitted construction hours. The request shall include justification of how public safety will be enhanced through working outside of the restricted construction hours. Submittal and payment of fees does not guarantee approval.

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

The City of Sparks recognizes the following legal Holidays:

|                        |                                  |
|------------------------|----------------------------------|
| January 1              | New Year's Day                   |
| 3rd Monday in January  | Martin Luther King, Jr. Birthday |
| 3rd Monday in February | President's Day                  |
| Last Monday in May     | Memorial Day                     |
| June 19                | Juneteenth                       |
| July 4                 | Independence Day                 |

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|                          |                                     |
|--------------------------|-------------------------------------|
| 1st Monday in September  | Labor Day                           |
| Last Friday in October   | Nevada Day                          |
| November 11              | Veteran's Day                       |
| 4th Thursday in November | Thanksgiving Day                    |
| 4th Friday in November   | Family Day (day after Thanksgiving) |
| December 25              | Christmas Day                       |

## **SECTION 20: MATERIAL SUBMITTALS**

Submittals required by the Technical Specifications shall be provided at the time of the pre-construction meeting and shall have been performed within the previous 12 months. Two (2) copies of each submittal should be submitted.

## **SECTION 21: TRAFFIC CONTROL PLANS**

All construction traffic control shall conform to the latest editions of either the Nevada Work Zone Traffic Control Handbook or Part VI of the Manual on Uniform Traffic Control Design (MUTCD, latest edition), Sections 624 and 625 of the Nevada Department of Transportation (NDOT) Standard Specifications for Road and Bridge Construction and as directed by the City of Sparks Community Services Department. The speed used to design sign/device spacing and taper/buffer lengths shall be the existing posted speed on the road.

The CONTRACTOR shall designate a Traffic Control Supervisor (TCS), certified by the American Traffic Safety Services Association (ATSSA), who shall be responsible for planning, initiating, installing, and maintaining all traffic control devices, as specified in the MUTCD and these specifications. The designated construction TCS shall be available to be contacted twenty-four (24) hours a day, seven (7) days a week, for the life of this Contract.

The traffic control plan shall be scaled such that all proposed signage and traffic control for all streets at each location can be seen on full size (24" x 36") plan sheet(s). The CONTRACTOR shall submit two (2) copies of proposed traffic control plan to the Project Manager for review and comment five (5) working days prior to the pre-construction meeting. The proposed traffic control plan shall be prepared and signed by a certified TCS, retained by the CONTRACTOR.

The CONTRACTOR's traffic control plan shall include, but not be limited to, the following:

- Proposed construction zone and existing speed limit
- All construction signage
- Location of flaggers
- Types and locations of traffic control devices
- Construction phasing
- Special events accommodations
- Detours
- Accommodations for pedestrian, bicycle, and transit facilities, including school buses and garbage trucks

If, during construction, revisions to the accepted plan is necessary for safety or accommodation to traffic, these changes must be prepared by the ATSSA-certified, Traffic Control Supervisor.

The Project Manager may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the CONTRACTOR. During such a suspension, the CONTRACTOR shall make passable and shall open to two-way traffic to all portions of the project. The maintenance, replacement, or renewal of any work or materials lost or damaged during the period of suspension shall be at the expense of the CONTRACTOR.

During non-working hours, the CONTRACTOR shall make passable and shall open to two-way traffic to all portions of the project.

When the CONTRACTOR's hauling equipment is required to merge with cross traffic and at such other points which may be necessary to maintain safe traffic conditions, flaggers shall be provided to each side of the impairment to stop and direct traffic.

Construction Zone Signs shall be placed on all cross streets where traffic is to be maintained. They shall be placed a sufficient distance from the construction to give motorists adequate warning of the construction. None of the provisions herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work, which will not interfere with the use of existing streets.

Existing roadways will be required to maintain one lane of traffic at all times. Flaggers may be required if Project Manager or the Inspector believes it is needed due to current activity or traffic safety. Failure to comply with Flagger requirements will result in an immediate shut down of all construction activity. Work will resume when the flagger requirement has been satisfied.

## **SECTION 22: CLEANUP AND DUST CONTROL**

It shall be the CONTRACTOR's responsibility to provide cleanup and dust control throughout all phases of construction, including suspension of work, and until final acceptance of the project. The CONTRACTOR shall keep the work site and other adjacent areas clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. A power broom will not be an acceptable means of cleaning the site unless used in conjunction with water to prevent dust from the power broom operation. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods. All water used for dust control must be from a potable water source.

All construction procedures shall conform to WCDHD-AQMD standards.

If excavation is proposed by the CONTRACTOR for pipe repair or replacement, excess excavated material from trenches in public streets shall be removed from the site immediately. At no time will the CONTRACTOR be allowed to store debris or soil materials on the street overnight. All asphalt, concrete, soil and aggregate base shall be hauled off at the conclusion of each working day. Sufficient material may remain for use as backfill, but shall not remain during non-working hours. No screening of excavated material will be allowed in the street. The CONTRACTOR shall remove all trash from the site in a timely manner. At no time shall the CONTRACTOR permit disposal of trash in any excavation.

Staging of equipment and materials along road shoulders is not permitted overnight except as necessary for bypass pumping and its associated traffic controls. CONTRACTOR shall remove all equipment and materials to an approved storage location at the end of each working day. Materials and equipment shall be



removed from the site as soon as they are no longer necessary; and, upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, waste and unused materials, construction debris and rubbish so as to present a satisfactory clean and neat appearance.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.

Failure of the CONTRACTOR to comply with the Agency's cleanup orders may result in an order to suspend work until the condition is corrected. Working days will continue to be counted during the suspension. No additional compensation will be allowed as a result of such suspension. No extension of Contract time will be allowed as a result of such suspension.

If the Contract time expires before final cleanup has been completed, liquidated damages, as specified in the Contract, may be imposed.

### **SECTION 23: FORCE ACCOUNT**

THIS ITEM SHALL BE IDENTIFIED AS A CONTINGENT ITEM. The use of this contingent item will be as directed by the Engineer. The quantity of the above contingent item of work, as set forth on the bid schedule represent no actual estimate, is nominal only and may be greatly increased or decreased or reduced to zero. The increase or reduction of this quantity as compared with that set forth on the bid schedule shall not constitute a basis for claim by the CONTRACTOR for extra payment or damages.

Force Account items as defined by the City of Sparks will be additions to the Contract arising within the course and scope of the Contract for incidental costs due to unforeseen circumstances. Unforeseen circumstances include but are not limited to the following:

Emergency repairs, complications arising with interfacing new improvements to existing improvements, emergency pumping, emergency light/power plants, premium time or overtime to accelerate portions of work, unexpected utility modifications or conflicts, correcting existing substandard work, requested traffic control measures or signage, unknown field conditions, underground storage tanks, asbestos encountered, or any other miscellaneous or incidental items related to unforeseen circumstances.

Any Force Account items shall be adjusted daily upon report sheets, furnished to the Engineer by the CONTRACTOR and signed by both parties. These daily reports shall thereafter be considered the true record of Force Account items for unforeseen circumstances. No additional incidental work shall be performed or made except upon a written order from the Engineer.

### **SECTION 24: INSURANCE AND INDEMNIFICATION**

The CONTRACTOR shall not commence any work nor permit a Subcontractor to commence work on this project until satisfactory proof has been presented to the City of Sparks Purchasing Division that all insurance requirements as outlined by the City have been met.

The CONTRACTOR shall provide and maintain, during the effective life of the awarded Contract, Comprehensive General Liability Insurance covering the CONTRACTOR and the City of Sparks.

### **SECTION 25: RECORD DOCUMENTS**

The CONTRACTOR shall maintain, in a safe place at the job site, one record copy of the construction drawings in good order and annotated to show all changes made during construction and all existing facilities exposed during construction. These record drawings shall be kept current and made available to the Project Manager and Inspector for reference upon request. CONTRACTOR shall, at the completion of the project, return one completed copy of the record drawings to the Project Manager. The City will not release CONTRACTOR's retention until the record drawings have been received and reviewed by the Project Manager.

## **SECTION 26: GARBAGE PICKUP**

This is for recycled materials, garbage, and hazardous. It will be the responsibility of the CONTRACTOR for cleanup, transport and disposal of all construction waste generated from the project.

## **SECTION 27: PROJECT SUPERVISION**

The CONTRACTOR will provide a superintendent for this project that is available during working hours. The CONTRACTOR will also provide a foreman for supervision of crews that are currently working on site. A "working foreman" will not be permitted to supervise daily activities, subcontractors will be subject to this rule as well. Supervision of several crews by one foreman will be permitted; the superintendent can also act as the supervision of the crews however the superintendent must remain on the job at all times during working hours.

## **SECTION 28: SURVEYING AND TESTING**

The City will not provide construction surveying for the project.

## **SECTION 29: LOCATION OF WORK, PUBLIC RELATIONS**

The project is not anticipated to impact any adjacent properties. If the scope of work is changed such that adjacent properties are impacted, the following requirements shall apply.

It shall be the CONTRACTOR's responsibility to notify, in writing, all residents and businesses adjacent to this project of the construction working hours and duration of work. Notification shall be provided directly to impacted properties (i.e. properties abutting the work) seven (7) calendar days prior to beginning work at that location excepting notification for Monday and Tuesday work shall be provided no later than 7:00 PM Thursday. Notification shall be in the form of a letter and "door hanger" or flyer that is hand-delivered by the CONTRACTOR to each residence/business. Letters shall be in both English and Spanish and will include construction schedule, start and stop times, any weekend work, and contact telephone numbers of project superintendent. The City will provide contact info of the Project Engineer to be included in the notification. A generic copy of the door hanger shall be provided to the Engineer for approval at the Pre-Construction Meeting. In the event of substantial delays or temporary cessation of the work for a period of more than five (5) Contract calendar days, the CONTRACTOR shall again notify affected residents and businesses of the delay and revised work schedule. This notification shall be in the form of a "door hanger" or flyer that is hand-delivered by the CONTRACTOR to each residence/business. A generic copy shall be provided to the Engineer for approval prior to distribution. The CONTRACTOR shall keep a log of all

letters, door hangers and person to person contacts including date, address, and the name of the person they spoke with. A copy of the log shall be submitted to the Engineer each week.

Where access to private properties is required to complete the work, the CONTRACTOR and an Owner representative shall notify the affected residence within 72 hours of the need for access, but no later than 24 hours prior to the need for access. Personal contact shall be made to inform the residence to verify they are aware and informed of the work.

In the event of delays that require rescheduling of work, the CONTRACTOR shall re-notify impacted properties in the same manner as described in the paragraphs above.

Special consideration shall be given to schools to accommodate schedules for pedestrians, student drop-off, and busses.

“NO PARKING” signs shall be displayed on streets at least 24 hours prior to operations. Signs shall be legible from inside vehicles and state the day and dates work will be performed. Signs shall be free from defects and unbroken.

## **SECTION 30: PERMITS**

### **PERMITS AND LICENSES**

The CONTRACTOR is responsible for ensuring all subcontractors working on this project hold a current City of Sparks Business License. Unless otherwise noted below, the CONTRACTOR is responsible for obtaining all certificates, licenses, and permits required to perform the work. This includes current state and local business licenses, certificates, licenses and permits for all onsite or offsite vehicles, equipment, processes, and activities associated with the work.

**BID ITEM CLARIFICATIONS  
FOR  
CITY OF SPARKS  
GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT  
BID #25/26-002, PWP #WA-26-015**

**GENERAL INFORMATION**

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

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

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

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

**BID ITEM 1: MOBILIZATION/DEMOBILIZATION (LUMP SUM)**

No specific unit of measurement shall apply to the lump sum item "Mobilization/Demobilization".

The lump sum bid price for "Mobilization/Demobilization" shall constitute full payment for mobilization and demobilization, complete as specified. The lump sum price for mobilization shall include all costs for obtaining all bonds, permits (including applicable permits with the City of Sparks), and licenses; moving onto and off the site equipment and materials; furnishing and erecting construction trailers and other construction facilities; and all preparatory work as required for the proper performance and completion of the project, including work items not identified in a separate bid item.

Partial payment for mobilization will be 20% for each 10% of project completion thru 50% completion.

**BID ITEM 2: 3.4 MG TANK INTERIOR COATING – ROOF AND RAFTERS (LUMP SUM)**

No specific unit of measurement shall apply to the lump sum item "3.4 MG Tank Interior Coating – Roof and Rafters".

Payment for "3.4 MG Tank Interior Coating – Roof and Rafters" will be based on a percent complete basis of the lump sum named in the Bid Schedule which price shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this item, including interior coating which includes, but is not limited to surface preparation, sandblasting, dust abatement, scaffolding, protective equipment, paint, prime manufacturer and application of coating, application of elastomeric sealant for roof

and wall joint, testing, and all materials, accessories and equipment required to apply the coating safely and to meet factory and AWWA specifications. Removal, salvage and reinstallation of staff gauge and appurtenances is included in this item. Heating/cooling and dehumidification equipment, if necessary, shall be included in this bid item.

### **BID ITEM 3: 3.4 MG TANK INTERIOR COATING – SHELL AND FLOOR (LUMP SUM)**

No specific unit of measurement shall apply to the lump sum item “3.4 MG Tank Interior Coating – Shell and Floor”.

Payment for “3.4 MG Tank Interior Coating – Shell and Floor” will be based on a percent complete basis of the lump sum named in the Bid Schedule which price shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this item, including interior coating which includes, but is not limited to, surface preparation, sandblasting, dust abatement, scaffolding, protective equipment, paint, prime manufacturer and application of coating, testing, and all materials, accessories and equipment required to apply the coating safely and to meet factory and AWWA specifications. Removal, salvage and reinstallation of staff gauge and appurtenances is included in this item. Heating/cooling and dehumidification equipment, if necessary, shall be included in this bid item.

### **BID ITEM 4: MISCELLANEOUS WELD REPAIRS (PER HOUR, CONTINGENT ITEM)**

Measurement for payment for “Miscellaneous Weld Repairs” will be on an hourly basis, including all personnel.

Payment for “Miscellaneous Weld Repairs” will be based on the unit price bid named in the Bid Schedule, which price shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this item, including but not limited to, weld repairs for existing structural components such as roof rafters, ladder and cage, vents, access hatches and pipe penetrations. Areas to receive weld repairs will be determined by the Contractor and agreed upon by the Engineer.

### **BID ITEM 5: FORCE ACCOUNT**

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

**TECHNICAL SPECIFICATIONS  
FOR  
CITY OF SPARKS  
GERP EFFLUENT TANK REHAB DESIGN  
BID #25/26-002, PWP #WA-26-015**

Unless otherwise amended by these Technical Specifications, all materials, construction methods, etc. shall follow the “Standard Specifications for Public Works Construction” (Orange Book), 2012 version and revision 8.

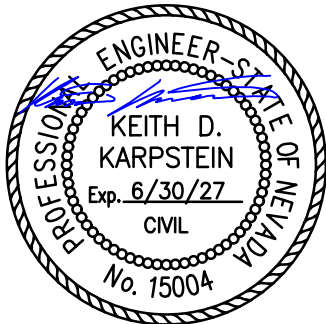
**TECHNICAL SPECIFICATIONS INCLUDED IN THIS SECTION:**

SECTION 09 97 13.24 – TANK PAINTING

**APPENDICIES**

APPENDIX A – PROJECT SITE LOCATION EXHIBIT AND GENERAL NOTES

APPENDIX B – TANK AS-BUILTS



10/31/2025

**SECTION 09 97 13.24**  
**STEEL TANK PAINTING**

**1.0 GENERAL**

**1.1 PURPOSE**

- A. The purpose of this specification is to establish methods and procedures for surface preparation, coating, curing of coating, and painting to applicable surfaces of an existing 3.4 MG welded steel tank located in Sparks, Nevada.

**1.2 SCOPE OF WORK**

Work to be accomplished includes furnishing and application of protective coatings and paints to interior surfaces including surface preparation and other work necessary to accomplish the approved end result of a totally protected and usable structure, including all attachments, accessories, and appurtenances.

Dispose of all wastes generated during the Work. The Contractor is solely responsible for all testing and disposal costs.

The Contractor shall notify the City of Sparks 2 weeks prior to start of work to allow for time to drain the tank. The City of Sparks will be responsible for draining the tank prior to the start of work.

In preparation of the work schedule, Contractor shall allow one (1) calendar day for the filling of the Reservoir after the coating has cured. The Contractor shall provide a written letter stating the tank is fully cured and is ready to be placed into service.

**1.3 REFERENCE SPECIFICATIONS AND STANDARDS**

- A. All tank painting shall be performed in accordance with AWWA D102, Standard for Coating Steel Water Storage Tanks, latest edition, subject to modifications contained in these specifications. Without limiting the general aspects or other requirements of this specification, work, and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and ordinances governing the work, Society of Protective Coatings, American Water Works Association, Codes of Federal Regulations and Manufacturer's printed instructions, subject to Engineer's approval.
- B. The Engineer's decision shall be final as to interpretation and/or conflict between any of the referenced code, laws, ordinances, specifications, and standards contained herein.

**1.4 SUBMITTALS**

- A. General: Follow the procedures specified in Section 20 of the Special Provisions.
- B. The Contractor shall submit the following for approval:

1.4.B.1 Catalog cuts of the paints proposed for use on the inside painting systems. The submitted information shall contain a certification that the interior coating meets the requirements for non-potable water systems. At a minimum, the submittal shall include the manufacturer of the coating, the proposed application method (rolling, spraying, brushing, etc.) and the identification of each material proposed for use.

1.4.B.2 Schedule for surface preparation, coating application, and cure time.

1.4.B.3 Safety Data Sheets (SDS) for the paints and solvents proposed for use on the Project.

1.4.B.4 Dehumidification equipment sized by manufacturer (if used).

1.4.B.5 Waste disposal.

1.4.B.6 Abrasive used for blast cleaning.

1.4.B.7 Method for storage of paint materials.

1.4.B.8 Method and equipment for ventilation.

## **1.5 COMPLETION OF WORK**

- A. All surface preparation and coating application work shall be completed within time prescribed within the general requirements of the Contract Documents and/or the bid schedule herein. The Contractor shall submit a schedule reflecting this completion scheduling with milestone dates for acceptance by the Owner/Engineer.

## **1.6 CONTRACTOR QUALIFICATIONS**

- A. The following competency and qualification requirements must be held by the Contractor prior to responding to this bid request:
  - 1. Contractor shall be a licensed Painting and Decorating Contractor in the State of Nevada.
  - 2. Work shall be performed by SSPC QP1 certified Contractor.

## **1.7 PRE-COATING CONFERENCE**

- A. A Pre-Coating Conference shall be scheduled prior to start of project. The Owner, Contractor, and Engineer shall be present. The sequence of Work will be discussed and will be mutually agreed upon to ensure that the Work is accomplished and completed as stated in the Contract and to allow for inspection and operations flexibility by the Owner. A schedule of work to be accomplished and a list of labor, material and equipment rates for additional Work will be established and maintained throughout the project. Contractor shall furnish a complete set of submittal data for use by inspector. Contractor shall maintain copies of Safety Data Sheets for all materials to be used in coating and painting operations including, but not limited to, coatings, paints, thinners, solvents, and cleaning fluids. These SDS's shall be readily available on-site at all times.

## **1.8 QUALITY ASSURANCE**

- A. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures and



practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the Engineer.

- B. Materials: All materials furnished, and all work accomplished, under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials borne by the Contractor.

1.8.C.1 Any rejection of said Work at the time of inspection will require all unsatisfactory conditions to be repaired at the Contractor's expense.

- D. The Owner retains the right to employ 3<sup>rd</sup> party inspection and will incur the costs related to this inspection service. In the event that the Contractor's reasonably proposed completion scheduling is not achieved, all inspection costs related to this time over-run will be back-charged to the contractor and deducted from final payments to the Contractor. Only the inspection charge over-run will be charged to the Contractor.

1.8.D.1 The Owner's retention of independent inspection services shall not relieve the Contractor from maintaining in-house quality control records and implementing proper Quality Control procedures. The Contractor's documentation shall be reviewable by the Owner or Engineer at any time during project completion and must be kept completely up to date.

- E. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-V1s 1, ASTM Designation D2200, NACE Standard TM-01-70, and as described below. Anchor profile for prepared surfaces shall be measured by using a non-destructive instrument such as a Keene-Tator Surface Profile Comparator or Testex Press-O-Film System.

1.8.E.1 Temperature and dew-point requirements noted herein shall apply to all surface preparation operations, except low and high temperature limits shall be determined at the pre-coating conference.

- F. Application: No coating or paint shall be applied: when the surrounding air temperature or the temperature of the surface to be coated or painted is outside of the published material manufacturers recommendations; to wet or damp surfaces or in rain, snow, fog or mist; when the temperature is less than 5 degrees F above the dew point; when it is expected the air temperature will drop below manufacturer's recommendations, or less than 5 degrees F above the dew point within eight hours after application of coating or paint. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalents.
- G. Contractor shall obtain a letter from coating manufacturer regarding any concerns of coating applied if coating is applied when temperature is less than 5 degrees F above the dew point within eight hours after application of coating or paint.

- H. If above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- I. The Contractor shall conduct all operations so as to confine abrasive blasting debris and paint over spray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of painting operations, and shall submit at the Pre-Coating Conference a procedure for over spray prevention. Any complaints received by the Owner relating to any such potential off-site problems will be immediately delivered to the Contractor. The Contractor shall immediately halt painting work and shall take whatever corrective action required to mitigate any such problems. All costs associated with protection of off-site properties and/or correction of all damage to property as a result of painting operations shall be borne directly by the Contractor at no additional expenses to the Owner.
  - 1.8.I.1 Owner approval of Contractor's over spray prevention procedures and Engineer's presence on project site does not free Contractor from responsibility for over spray. Daily approval of procedures will be required prior to start of spray operations.
- J. Thickness and Holiday Checking: Thickness of coatings and paint shall be checked with a non-destructive, magnetic type thickness gauge. An instrument such as a Tooke Gauge should be used if a destructive tester is deemed necessary. Coating integrity of all interior coated surfaces shall be tested with an approved inspection device. All pinholes shall be marked, repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.
- K. Acceptable Inspection Devices: Acceptable devices for ferrous metal surfaces include, but are not limited to Tinker-Razor Models AP and AP-W holiday detectors and "Inspector" or "Positest" units for dry film thickness gauging. Inspection devices shall be operated in accordance with the manufacturer's instructions.
- L. Warranty Inspection: Warranty inspection shall be conducted eleven months following completion of all coating and painting work. All personnel present at the Pre-Coating Conference should be present at this inspection.
  - 1.8.L.1 Notification: The Owner shall establish the date for the inspection and shall notify the Contractor at least 30 days in advance.
  - 1.8.L.2 Inspection: The entire interior coating system shall be visually inspected. All defective coating as well as damaged or rusting spots shall be satisfactorily repaired by and at the sole expense of the Contractor. All repaired areas shall then be electrically tested as specified in the above-mentioned section and repair/electrical testing procedures repeated until surface is acceptable to the Engineer. All defective, damaged, or rusting areas shall be repaired by and at the sole expense of the Contractor.
  - 1.8.L.3 Inspection Report: The Owner shall prepare and deliver to the Contractor an inspection report covering the first anniversary inspection, setting forth the number and type of failures observed; the percentage of the surface area where failure has occurred, and the names of the persons making the inspections.

1.8.L.4 Schedule: Upon completion of inspection and receipt of Inspection Report as noted herein, Owner shall establish a date for Contractor to proceed with remedial work. Any delay on part of Contractor to meet schedule established by Owner shall constitute breach of this contract and Owner may proceed to have defects remedied as outlined under General Provisions.

1.8.L.5 Remedial Work: Any location where coating or paint has peeled, bubbled, or cracked and any location where rusting is evident shall be considered to be a failure of the system. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating or paint, cleaning the surface, and recoating or repainting with the system. If the area of failure exceeds 25% of a specific coated or painted surface, the entire coating or paint system may be required to be removed and recoated or repainted in accordance with the original specification.

## **1.9 SAFETY AND HEALTH REQUIREMENTS**

A. General: Ventilation, electrical grounding, and care in handling coatings, paints, solvents and equipment are important safety precautions during coating and painting projects. Contractor shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The Contractor shall provide and require use of personal protective life saving equipment for persons working in or about the project site.

B. Access Facilities: All ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer and independent inspector.

C. Ventilation: All ventilation equipment shall be explosion-proof or industrial design and shall be approved by the Engineer. Household-type venting equipment will not be acceptable. Ventilation shall reduce the concentration of air contaminants to the degree a hazard does not exist by educting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air eduction during blast cleaning and coating application operations is mandatory. If dehumidification equipment is used, equipment must be operated on a continuing basis during all blasting, coating and curing operations, including shifts during which no work is being accomplished.

1.9.C.1 Ventilation system shall be furnished and installed by the Contractor in accordance with these specifications. Upon completion of the final curing period, as determined by the Engineer, the Contractor shall remove the ventilation system.

1.9.C.1.1 The exhaust blower capacity shall be sufficient to maintain air changes within tank interior in accordance with OSHA requirements

1.9.C.2 If Contractor proposes to use dehumidification equipment, or any other alternate ventilation system, Contractor must submit, in advance, for approval by the Engineer, a complete list of the equipment and procedures for its use.

D. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzle-men shall wear U.S. Bureau of Mines approved air-supplied helmets and all

other persons who are exposed to blasting dust shall wear approved filter-type respiratory and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.

- E. Grounding: Blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. Illumination: Spark-proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.
- G. Toxicity and Explosiveness: The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. All regulations related to safety personnel and handling of such materials shall be strictly adhered to.
- H. Protective Clothing: Coating and paint materials may be irritating to the skin and eyes. When handling and mixing coatings and paints, workmen shall wear gloves and eye shields.
- I. Fire: During mixing and application of coatings and paints, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by the Contractor and kept at the jobsite during all operations.
- J. Sound Levels: Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.

1.9.J.1 General sound levels for project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the Engineer.

## **2.0 MATERIALS**

### **2.1 GENERAL**

- A. Materials specified are those which have been evaluated for the specific service. Products of Sherwin Williams Coatings are listed to establish a standard of quality. Products of International Paint, Devoe, and Tnemec may be qualified by the Owner as acceptable equals. Substitutions will be considered, provided the following minimum conditions are met:
  - 2.1.A.1 The proposed coating or paint system shall have a dry film thickness equal to or greater than that of the specified system.
  - 2.1.A.2 The proposed coating or paint system shall employ an equal or greater number of separate coats.

2.1.A.3 All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the coatings or paints have been applied to similar exposure.

2.1.A.4 If the above-mentioned data appears to be in order, the Engineer may require that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. Test shall be accomplished by an independent testing laboratory satisfactory to the Engineer and all costs incurred in the testing program shall be borne by the Contractor. The Engineer shall be the final judge of acceptability.

- B. All materials shall be brought to the jobsite in the original sealed containers. They shall not be opened or used until Owner's representative has physically inspected contents and obtained necessary data from information printed on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified, and specific safety practices shall be stipulated.
- D. All coating and paint shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with City, County, State, and Federal safety codes for flammable coating and paint materials. At all times coatings and paints shall be protected from freezing.
- E. Contractor shall use products of same manufacturer for all coats. Daily paint mixing must be limited to the use of the same batch numbers.

## **2.2 INTERIOR COATING MATERIALS**

- A. The interior painting system for the tank floor and shell shall be a modified AWWA D102, Inside Coating System No. 2 (ICS-2) multi-coat, two-component epoxy system specifically recommended and warranted by the manufacturer for immersion service in effluent water applications. The interior painting system for the tank roof and rafters shall be a modified AWWA D102, Inside Coating System No. 3 (ICS-3) multi-coat, two-component epoxy system specifically recommended and warranted by the manufacturer for immersion service in effluent water applications. Any use of accelerators for application in low temperature situations shall be performed strictly in accordance with the manufacturer's recommendations. In particular, care must be taken against the installation of an accelerated topcoat on top of an unaccelerated prime coat.
- B. The coating system and any thinners or additives shall be approved and listed by the National Sanitation Foundations, for use in non-potable water reservoirs.
- C. The interior coating system shall be as follows:

2.2.C.1 Interior roof and rafters (including one foot below the knuckle).

2.2.C.1.1 The interior coating for the roof and rafters, including down to one foot below the knuckle shall be coated with Sherwin-Williams (SW), Tank Clad HS or approved

equal. The system shall consist of three coats to produce a minimum 15 mils and a maximum of 24 mils finished dry film thickness (DFT). All areas, with particular attention to intricate areas such as the top side of the rafters of the roof structure, shall be pre-coated according to this paint system.

2.2.C.1.2 (Color and DFT (ICS-2 Coating Thickness Requirements):

2.2.C.1.2.1 Prime Coat: White @ 5.0-8.0 mils DFT

2.2.C.1.2.2 Intermediate Coat: Light Blue @ 5.0-8.0 mils DFT

2.2.C.1.2.3 Finish Coat: White @ 5.0-8.0 mils DFT

2.2.C.2 Interior shell and floor.

2.2.C.2.1 The interior coating for the shell and floor shall be coated with Sherwin-Williams (SW) 100 percent solids epoxy liner, SherPlate PW Epoxy or approved equal. The system shall consist of one coat to produce a minimum of 20 mils and a maximum of 30 mils finished dry film thickness (DFT). All areas, with particular attention to intricate areas, shall be pre-coated according to this paint system.

2.2.C.2.2 (Color and DFT (ICS-3 Coating Thickness Requirements):

2.2.C.2.2.1 One Coat: White @ 20.0-30.0 mils DFT

- D. Prior to painting, the installation of a urethane-based, structural elastomeric joint sealant/caulking in the interior of the tank around the perimeter of the roof where the gap exists between the roof and the wall as well as all roof rafter joints may be required at the discretion of the Owner and Engineer.

2.2.D.1 Product shall comply with Federal specification TT-S-00230 C Type II, Class A. Sikaflex 1A or approved equal. NSF 61 certification not required.

- E. The contractor is to ensure that all products outlined under Section C above are applied within compliance of all specifications provided by the manufacturers product data sheets including but not limited to drying/curing times and temperatures, relative humidity, spread rates, and application methods and conditions.

### 3.0 EXECUTION

#### 3.1 GENERAL

- A. The Contractor shall remove, salvage and reinstall staff gauge as necessary to perform the surface preparation and coating work. Coordinate with City of Sparks to determine if the level sensor is to be removed prior to work or is to be protected in place.
- B. All surface preparation, coating, and paint application shall conform to applicable standards of the Society of Protective Coatings, American Water Works Association, the tank owner, and the manufacturer's printed instructions. Material applied prior to approval of the surface by the

Engineer, shall be removed and reapplied to the satisfaction of the Engineer at the expense of the Contractor.

- C. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the Engineer.
- D. The Contractor shall provide a supervisor to be at the work site during cleaning and application operations. The supervisor shall have the authority to sign and change orders, coordinate work, and make other decisions pertaining to the fulfillment of their contract.
- E. Contractor shall provide approved sanitary facilities for all Contractor personnel as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by Owner, and shall be removed prior to Contractor's departure from the site at completion of the project.
- F. Dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finished surface must be removed by washing with clean rags dipped in an approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.
- G. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter test shall be accomplished at each start-up period and as deemed necessary by the Engineer. Contractor's equipment shall be subject to approval of the Engineer.
  - 3.1.G.1 Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by Engineer, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.
- H. Application of the prime coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving a prime coat within an eight-hour period shall be re-blasted prior to application of prime coat.
  - 3.1.H.1 If dehumidification equipment is used, cleaned areas may have a prime coat applied at last shift of the week, provided dehumidification equipment has run continually during the complete week, and surface meets all requirements of the specification.
- I. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure previously coated or painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the Engineer.
  - 3.1.I.1 Project is subject to intermittent shutdown if, in the opinion of the Engineer, cleaning, coating and painting operations are creating a localized condition detrimental to ongoing activities, personnel or adjacent property.

3.1.I.2 In the event of emergency shutdown by the Engineer, Contractor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Contractor.

### **3.2 SURFACE PREPARATION, GENERAL**

- A. The latest revision of the following surface preparation specifications of the Society of Protective Coatings shall form a part of this specification. (Note: An element of surface area is defined as any given square inch of surface).
  - 3.2.A.1 Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.
  - 3.2.A.2 Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by hand chipping, scraping, sanding and wire brushing.
  - 3.2.A.3 Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools or power sanders.
  - 3.2.A.4 Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
  - 3.2.A.5 Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
  - 3.2.A.6 Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five% of each element of surface area is free of all visible residues.
  - 3.2.A.7 Power Tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least one mil.
  - 3.2.A.8 Waterjetting Cleaning (SSPC-SP12): Surface Preparation and Cleaning of Metals by Waterjetting prior to recoating.
- B. Abrasive blasting nozzles shall be equipped with “deadman” emergency shut-off nozzles. Blast nozzle pressure shall be a minimum of 95 P.S.I. and shall be verified by using an approved nozzle pressure gauge at each start-up period or as directed by the Engineer. Number of nozzles used during all blast cleaning operations must be sufficient to ensure timely completion of project as approved and directed by Engineer.
- C. All blast hose connections shall be taped with duct tape prior to pressurizing. All taped connections shall be visually inspected for leaks within five minutes after start of blast cleaning operations and at the end of blast cleaning operations. Leaking connections shall be immediately repaired to prevent further damage.
- D. Interior blast cleaning for all surfaces shall be by dry method unless otherwise directed.



- E. Particle size of abrasives used in blast cleaning shall be that which will produce a 2.0-2.5 mil surface profile, or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied, subject to approval of the Engineer.
- F. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants which would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer.
- G. Blast cleaning from rolling scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the Engineer.
- H. The Contractor shall keep the area of his work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the prosecution of the work of the operation of the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense, as directed by the Engineer. If waste is determined to be hazardous, disposal by Contractor shall meet requirements of all regulatory agencies for handling and disposing of such wastes.
- I. Blast cleaned and coated/painted surfaces shall be cleaned prior to application of specified coatings or paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as directed by the Engineer. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.

### **3.3 APPLICATION, GENERAL**

- A. Coating and paint application shall conform to the requirements of the Society of Protective Coatings Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting", the American Water Works Association, the tank Owner, the manufacturer of the coating and paint materials printed literature.
- B. Thinning shall only be permitted as recommended by the manufacturer and approved by the Engineer and shall not exceed limits set by applicable regulatory agencies.
  - 3.3.B.1 If Contractor applied any coatings which have been modified or thinned to such a degree as to cause them to exceed established VOC levels, Contractor shall be responsible for any fines, costs, remedies, or legal action and cost which may result.
- C. Each application of coating and paint shall be applied evenly, free of brush marks, sags, runs and no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- D. Protective coverings or drop cloths shall be used to protect all areas excluded from this work scope. Personnel walking on the roof shall take precautions to prevent damage or contamination of the surfaces. If required by Engineer, personnel shall wear soft soled shoes, or shoe coverings approved by Engineer. Care shall be exercised to prevent coating or paint from spattering onto dome surfaces which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be repainted or recoated as required to produce a finish satisfactory to the Engineer.

- E. All welds and irregular surfaces shall receive stripe coat prior to application of the prime coat. These areas include, but are not limited to, welds, roof lap seams, rivets, nuts, bolts, ends and flanges of rafters, etc.
- F. At conclusion of each day's blast cleaning and coating operations, a 6" wide strip of blast cleaned substrate shall remain uncoated to facilitate locating point of origin for successive day's blast cleaning operations. If dehumidification is employed, this 6" strip shall remain at any point of material application.
- G. Epoxy primed surfaces or other multi-component materials exposed to excessive sunlight or an excessive time interval beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient depth to assure a mechanical bond of subsequent coat.

### **3.4 SURFACE PREPARATION REQUIREMENTS**

#### **A. Interior Surfaces of Tank:**

- 3.4.A.1 Surface shall be abrasively blast cleaned to "Near-White Blast Cleaning" in conformance to Steel Structures Painting Council Surface Preparation Specification SSPC-SP10.
- 3.4.A.2 Prior to painting, the revealed surfaces will be inspected and necessary repairs to the tank shell and floor will be made.
- 3.4.A.3 All rough edges, sharp corners, crevices, joints, interior angles formed between permanent braces, steel plate and welded seams, and all other places in the tank interior where sandblasting may not be effective shall be ground or wire brushed to a smooth radius. The minimum surface profile shall be 0.003" (3 mils).
- 3.4.A.4 Cleanly blasted surfaces must be cleaned and coated immediately. If the surface must remain uncoated for any length of time so that flash rust occurs, they must be reblasted prior to primer application.

### **3.5 APPLICATION, SPECIFIC**

#### **A. Interior Surfaces of Tank:**

- 3.5.A.1 Primer and Finish Coats - Paint shall be applied in accordance with the manufacturer's recommendations and AWWA D102. Finished coating thickness shall be in accordance with AWWA D102. Should the measured thickness of the applied coats fail to meet requirements, additional material shall be applied to achieve the minimum required thickness. A stripe coat on all weld and irregular surfaces shall be applied after to the prime coat.
- 3.5.A.2 All columns and column base plate surfaces shall be prepared and coated with the same system as the shell and floor.

### 3.6 QUALITY CONTROL

- A. All epoxy and urethane paints & coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure all material is removed from containers during mixing and metering operations.
- B. All paints & coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Paints & coatings shall not be applied beyond pot-life limits or recoat cycles specified by manufacturer.
- C. Thinners shall be added to paints & coatings only as required in accordance with manufacturer's printed literature. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. If used, accelerators must be either pre-mixed from the factory or carefully measured and mixed at the site. All use of accelerators shall be in strict compliance with the manufacturer's recommendations
- E. Application shall be as directed by the manufacturer and approved by the Engineer. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions.
- F. Interior epoxy coats shall contain sufficient approved color additive as an indicator of coverage, or the coats must be of contrasting color.
- G. Care should be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All overspray shall be removed as directed by the Engineer.

3.6.G.1 Paint shall not be applied when wind speed exceeds fifteen miles per hour or when damage to surrounding properties is likely.

- H. Upon completion of interior coating operations, after curing intervals in accordance with manufacturer's recommendations, holiday detection shall be accomplished, using the specified instrument. Repair and retesting shall be accomplished as specified. Coatings at 20 mils or under will be detected using a Tinker-Rasor M-1 67/12 V detector. Coatings over 20 mils shall be detected using a Tinker-Rasor AP-W at a voltage setting approximating 100 volts/mil.
- I. All mixing, thinning, application and holiday detection of coating shall be accomplished in the presence of the Engineer.

### 3.7 FINAL CURING

- A. Upon completion and acceptance of applied coating system, Contractor shall furnish an approved exhaust fan or blower of sufficient capacity to ensure removal of solvent vapors during curing process. The fan or blower, after approval by Engineer shall be installed as directed by the Engineer and shall remain in continuous operation until coating is completely cured as determined by the manufacturer of the coating system.

- B. Operation and maintenance of blower during curing operations may accepted by the Owner. This responsibility will be limited to reasonable refueling intervals and spot verification of proper operation. If the Owner accepts this responsibility, it will be to enable the Contractor to de-mobilize upon completion of the coating application operation. The Owner accepts no responsibility for the proper curing of the coating system.

### **3.8 CLEANUP**

- A. Upon completion of the work Contractor shall make a detailed inspection of all work.
- B. Contractor shall be solely responsible for all paint over-spray or dust fallout claims.
- C. Remove all spattering, spits, and blemishes from areas that did not require coating.
- D. Upon completion, of work all staging, tarps, scaffolding, and containers shall be removed from the site. Paint and thinner containers and excess paint and thinners shall be disposed of in conformance to all current regulations. Paint spots shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work from this section shall be cleaned, repaired or refinished to the complete satisfaction of the Utility and the project Engineer at no cost to the Owner. All clean up shall be completed within 7 calendar days starting at the last day of holiday testing of the Reservoir.

### **3.9 OMISSIONS**

- A. Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specification, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

**END OF SECTION**

**APPENDIX A**

**PROJECT SITE LOCATION EXHIBIT AND GENERAL  
NOTES**



J:\71\30494-01\28Plots\26\_3 CAD Exhibits\EX\_30494\_TANK\_SITE.dwg PLOT DATE 2025-9-4 08:52 SAVED DATE 2025-09-04 08:49 USER: edovis

OWNER:  
CITY OF SPARKS  
431 PRATER WAY  
P.O. BOX 857  
SPARKS, NV 89431-0857  
PHONE: (775) 353-2273  
FAX: (775) 353-2399

ENGINEER  
DOWL  
5510 LONGLEY LANE  
RENO, NV 89511  
PHONE: (775) 851-4788  
FAX: (775) 851-0766

CITY OF SPARKS  
GERP EFFLUENT TANK REHAB  
SPARKS, NEVADA  
BID #25/26-002, PWP #WA-26-015

AMBER SOSA, P.E.  
CITY ENGINEER

DATE

CITY OF SPARKS

ED LAWSON  
DONALD ABBOTT  
DIAN VANDERWELL  
PAUL ANDERSON  
CHARLENE BYBEE  
KRISTOPHER DAHIR  
DION LOUTHAN

MAYOR  
COUNCIL MEMBER WARD 1  
COUNCIL MEMBER WARD 2  
COUNCIL MEMBER WARD 3  
COUNCIL MEMBER WARD 4  
COUNCIL MEMBER WARD 5  
CITY MANAGER

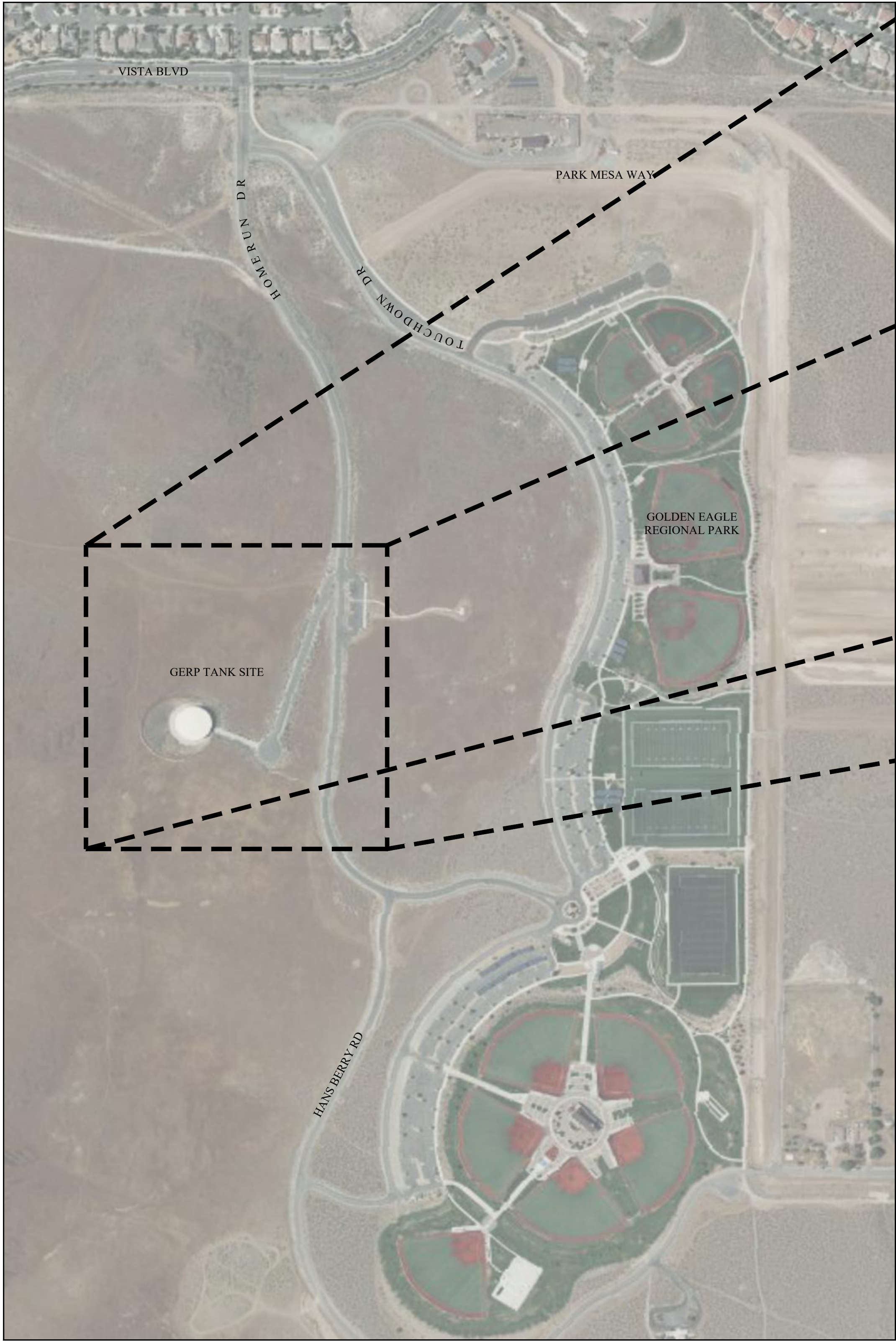
CITY OF SPARKS PUBLIC WORKS GENERAL NOTES

- CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE LATEST EDITIONS OF THE PROJECT SPECIFICATIONS, AND PROJECT PLANS AND CONSTRUCTION DETAILS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC, 2012 EDITION) AS ADOPTED BY THE CITY OF SPARKS AND THE STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION (SDPWC), NEVADA ADMINISTRATIVE CODE, AND SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. ALL SPECIFICATIONS REFERENCED HEREIN REFER TO THE PROJECT SPECIFICATION SECTION UNLESS INDICATED OTHERWISE. WHERE CONFLICTS EXIST BETWEEN SPECIFICATIONS, CONTRACTOR SHALL ADHERE TO THE STRICTER SPECIFICATION WITH APPROVAL OF THE OWNER AND INSPECTORS.
- THE CONTRACTOR SHALL CALL THE CITY OF SPARKS PUBLIC WORKS FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION, REQUIRED INSPECTIONS, AND TESTING.
- MODIFICATIONS TO THE APPROVED PLANS REQUIRE REVIEW AND APPROVAL BY THE OWNER & ENGINEER. WORK PERFORMED WITHOUT WRITTEN APPROVAL WILL REQUIRE REMOVAL AT THE CONTRACTOR'S EXPENSE.
- THE APPROVED PLANS, PERMITS AND INSPECTION RECORDS MUST BE ON THE JOBSITE AT ALL TIMES.
- CONTRACTOR SHALL PURSUE WORK IN A CONTINUOUS AND DILIGENT MANNER CONFORMING TO ALL PERTINENT SAFETY REGULATIONS TO ENSURE A TIMELY COMPLETION OF THE PROJECT.
- ALL CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE OWNER SO THAT THE QUALITY OF WORK CAN BE CHECKED FOR APPROVAL.
- MAINTAIN THE SITE IN A NEAT AND ORDERLY MANNER THROUGHOUT THE CONSTRUCTION PROCESS. ALL MATERIALS SHALL BE STORED WITHIN APPROVED CONSTRUCTION AREAS ON PAVED SURFACES ONLY. CONTRACTOR SHALL STORE/CONTAIN, HANDLE AND TRANSPORT HAZARDOUS OR FLAMMABLE MATERIALS TO MINIMIZE THE POTENTIAL FOR SPILLS, FIRES OR EXPLOSIONS. STORAGE/CONTAINMENT, HANDLING AND TRANSPORT OF HAZARDOUS OR FLAMMABLE MATERIALS SHALL BE IN ACCORDANCE WITH LOCAL, STATE OR FEDERAL REQUIREMENTS.
- CONTRACTOR SHALL MAINTAIN AND OPERATE EQUIPMENT IN A MANNER TO MINIMIZE THE POTENTIAL FOR SPILLS. SPILLS OF HAZARDOUS OR FLAMMABLE MATERIALS SHALL BE IMMEDIATELY REPORTED TO THE OWNER OR OWNER REPRESENTATIVE.
- CONTRACTOR SHALL OPERATE VEHICLES IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. VEHICLE AND EQUIPMENT OPERATORS SHALL BE PROPERLY LICENSED AND TRAINED.
- VEHICLE ACCIDENTS, INJURIES, SPILLS OR OTHER INCIDENTS SHALL BE IMMEDIATELY REPORTED TO THE OWNER OR OWNER REPRESENTATIVE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT AND MAKE OWN INTERPRETATIONS WITH REGARD TO MATERIALS, MEANS AND METHODS, AND EQUIPMENT NECESSARY TO PERFORM THE WORK REQUIRED FOR THIS PROJECT PRIOR TO BIDDING AND ORDERING MATERIALS.
- ANY HAZARDOUS MATERIALS COLLECTED SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE HAZARDOUS MATERIALS LAWS AND REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS AND SUBJECT TO THE SPECIAL PROVISIONS OF THE CONTRACT.
- BEST MANAGEMENT PRACTICES SHALL BE IN PLACE FOR DUST CONTROL, SEDIMENT CONTROL, AND EROSION CONTROL DURING CONSTRUCTION.
- THE CONTRACTOR SHALL INCORPORATE ADEQUATE DRAINAGE PROCEDURES DURING THE CONSTRUCTION PROCESS TO ELIMINATE EXCESSIVE EROSION OR PONDING AND TO PROTECT ADJACENT IMPROVEMENTS AND PROPERTIES FROM AN INFLUX OF RUNOFF OR SEDIMENT.



Know what's below.  
Call before you dig.

DOWL ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS AND ELEVATIONS. THE UTILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. IF A CONFLICT EXISTS BETWEEN WHAT IS SHOWN ON THESE DRAWINGS AND WHAT EXISTS IN THE FIELD, THE CONTRACTOR IS TO NOTIFY THE ENGINEER IMMEDIATELY.



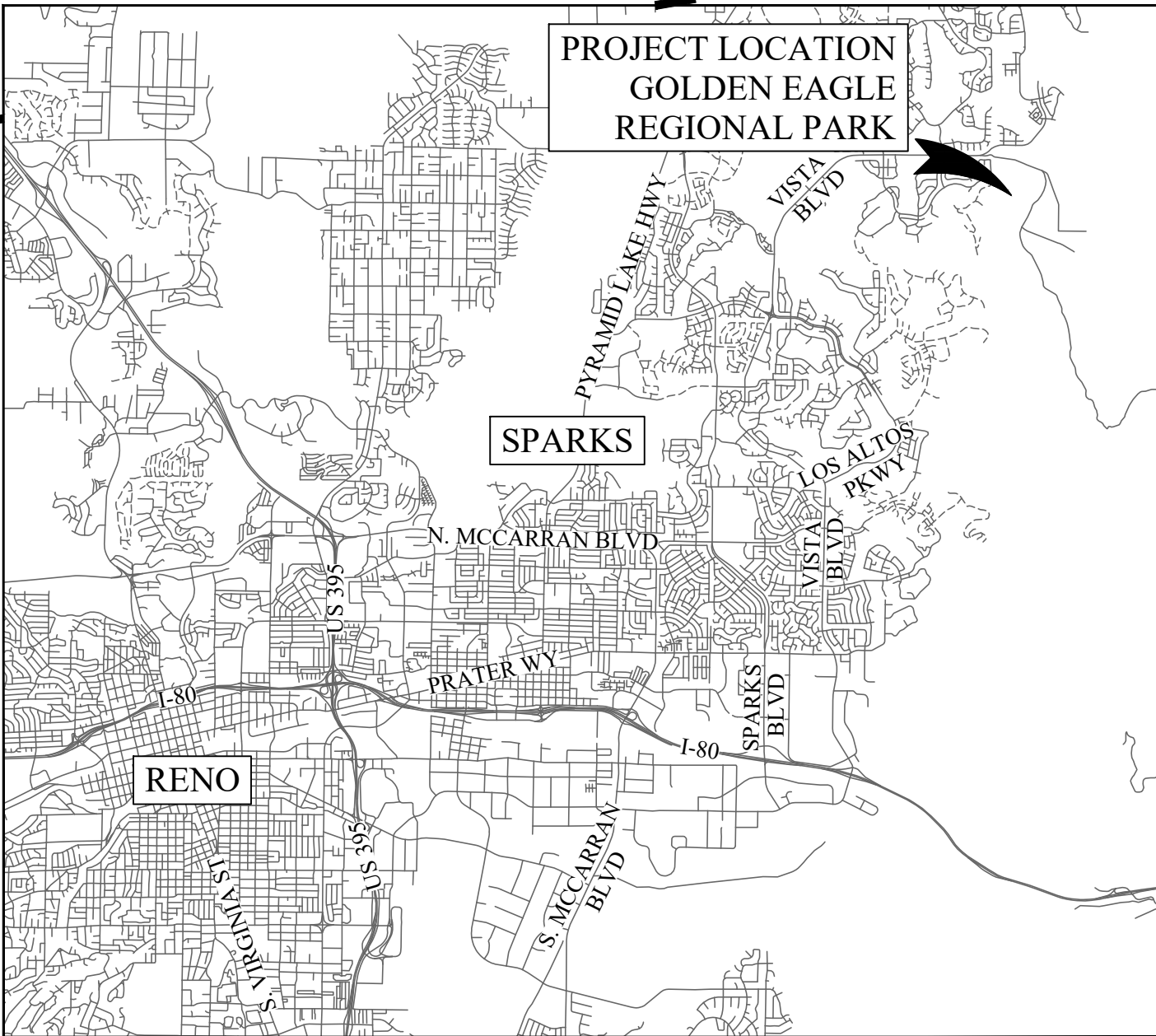
GOLDEN VALLEY REGIONAL PARK (GERP)

1" = 300'



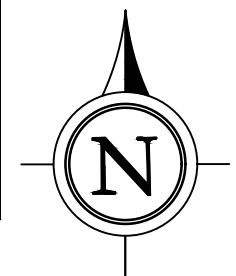
GERP TANK SITE

1" = 100'



VICINITY MAP

1" = 7,500'



BID SET



PROJECT 7371.30494.01  
DATE SEPTEMBER 2025  
DESIGNED ED  
DRAWN JR  
© DOWL 2025

CITY OF SPARKS  
GERP EFFLUENT WATER TANK REHAB

EXH 1

1 OF 1



## **APPENDIX B**

### **TANK AS-BUILTS**

**ONLINE EXTENSION**



*Wayne A. Seidel*  
MR. WAYNE A. SEIDEL, P.E. PUBLIC WORKS DIRECTOR

## VICINITY MAP

N.T.S

SEPTEMBER 3, 2003

**BID NO. 03/04-005**

**SRLF NO. CS32-0303**

## SHEET INDEX

## GENERAL

- |    |                                         |
|----|-----------------------------------------|
| G1 | COVER SHEET                             |
| G2 | GENERAL NOTES, ABBREVIATIONS AND LEGEND |
| G3 | KEY MAP AND HORIZONTAL CONTROL          |
| G4 | KEY MAP AND HORIZONTAL CONTROL          |

## DETAILS

- |    |                  |
|----|------------------|
| X1 | STANDARD DETAILS |
| X2 | STANDARD DETAILS |

## PHASE 4C EFFLUENT PIPELINE EXTENSION

- |     |                                             |
|-----|---------------------------------------------|
| C1  | PLAN AND PROFILE - STA. 10+00 TO 22+00      |
| C2  | PLAN AND PROFILE - STA. 22+00 TO 35+00      |
| C3  | PLAN AND PROFILE - STA. 35+00 TO 48+00      |
| C4  | PLAN AND PROFILE - STA. 48+00 TO 61+00      |
| C5  | PLAN AND PROFILE - STA. 61+00 TO 69+50      |
| C6  | PLAN AND PROFILE - STA. 69+50 TO 83+00      |
| C7  | PLAN AND PROFILE - STA. 83+00 TO 98+50      |
| C8  | PLAN AND PROFILE - STA. 98+50 TO 110+00     |
| C9  | PLAN AND PROFILE - STA. 110+00 TO 123+00    |
| C10 | PLAN AND PROFILE - STA. 123+00 TO 133+45.96 |

## PHASE 5B EFFLUENT PIPELINE EXTENSION

- |     |                         |         |              |
|-----|-------------------------|---------|--------------|
| B1  | PLAN AND PROFILE - STA. | 2+40.14 | TO 18+00     |
| B2  | PLAN AND PROFILE - STA. | 18+00   | TO 29+00     |
| B3  | PLAN AND PROFILE - STA. | 29+00   | TO 42+50     |
| B4  | PLAN AND PROFILE - STA. | 42+50   | TO 58+00     |
| B5  | PLAN AND PROFILE - STA. | 58+00   | TO 69+00     |
| B6  | PLAN AND PROFILE - STA. | 69+00   | TO 80+82.10  |
| B7  | PLAN AND PROFILE - STA. | 10+00   | TO 22+00     |
| B8  | PLAN AND PROFILE - STA. | 22+00   | TO 38+00     |
| B9  | PLAN AND PROFILE - STA. | 38+00   | TO 48+00     |
| B10 | PLAN AND PROFILE - STA. | 48+00   | TO 59+50     |
| B11 | PLAN AND PROFILE - STA. | 59+50   | TO 73+00     |
| B12 | PLAN AND PROFILE - STA. | 73+00   | TO 88+50     |
| B13 | PLAN AND PROFILE - STA. | 88+50   | TO 100+00    |
| B14 | PLAN AND PROFILE - STA. | 100+00  | TO 113+50    |
| B15 | PLAN AND PROFILE - STA. | 113+50  | TO 127+00    |
| B16 | PLAN AND PROFILE - STA. | 127+00  | TO 140+50    |
| B17 | PLAN AND PROFILE - STA. | 140+50  | TO 150+50    |
| B18 | PLAN AND PROFILE - STA. | 150+50  | TO 160+73.91 |
| B19 | PLAN AND PROFILE - STA. | 10+00   | TO 23+00     |
| B20 | PLAN AND PROFILE - STA. | 23+00   | TO 31+50.18  |
| B21 | PLAN AND PROFILE - STA. | 10+00   | TO 23+00     |
| B22 | PLAN AND PROFILE - STA. | 23+50   | TO 32+13.85  |

PHASE 5B EFFLUENT FILL STATION

- |    |                                                                                        |
|----|----------------------------------------------------------------------------------------|
| F1 | FILL STATION SITE PLAN & DETAILS                                                       |
| F2 | FILL STATION GRADING PLAN & DETAILS                                                    |
| F3 | ELECTRICAL FILL STATION SITE PLAN, LEGEND,<br>EQUIPMENT SCHEDULE & PANELBOARD SCHEDULE |
| F4 | FILL STATION POWER PLAN & DETAILS                                                      |
| F5 | PLANTING PLAN LEGENDS AND NOTES                                                        |
| F6 | IRRIGATION PLAN LEGEND AND NOTES                                                       |
| F7 | IRRIGATION DETAILS                                                                     |

## PHASE 5C BOOSTER PUMP STATION

- BP1 BOOSTER PUMP STATION SITE PLAN
- BP2 BOOSTER PUMP STATION ACCESS ROAD
- BP3 PUMP AND PIPING FLOORPLAN
- BP4 PUMP AND PIPING SECTIONS
- BP5 BOOSTER PUMP STATION ELEVATIONS
- BP6 BOOSTER PUMP STATION DETAILS
- BP7 BOOSTER PUMP STATION DETAILS
- BP8 STRUCTURAL NOTES AND TYPICAL DETAILS
- BP9 FOUNDATION & STRUCTURAL FLOOR & ROOF FRAMING PLANS
- BP10 WALL ELEVATION AND SECTION AND DETAILS
- BP11 VENTILATION PLAN AND SPECIFICATIONS
- BP12 ELECTRICAL SITE PLAN AND LEGEND
- BP13 POWER PLAN AND EQUIPMENT SCHEDULE
- BP14 ELECTRICAL ELEVATIONS AND DETAILS
- BP15 LIGHTING PLAN, HVAC PLAN, AND GROUNDING PLAN
- BP16 SINGLE LINE DIAGRAM

## SYSTEM PROCESS & INSTRUMENTATION

- P11 SYSTEM PROCESS & INSTRUMENTATION DIAGRAM  
P12 SYSTEM PROCESS & INSTRUMENTATION DIAGRAM

**INFRASTRUCTURE  
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1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE PROJECT SPECIFICATIONS, PROJECT PLANS AND CONSTRUCTION DETAILS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND THE STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION (SDPWC), NEVADA ADMINISTRATIVE CODE, NAC445A-WATER CONTROLS, AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER. ALL SPECIFICATIONS REFERENCED HEREIN REFER TO THE PROJECT SPECIFICATION SECTION UNLESS INDICATED OTHERWISE.
2. PROVIDE AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL, THROUGHOUT CONSTRUCTION, IN ACCORDANCE WITH APPLICABLE PARTS OF SSPWC SECTION 332, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD, LATEST EDITION) AND THE STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION, TRAFFIC CONTROL STANDARDS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERAL SAFETY DURING CONSTRUCTION, AND ALL WORK SHALL CONFORM TO PERTINENT SAFETY REGULATIONS AND CODES. FENCE AND/OR BARRICADE THE CONSTRUCTION AREA AS REQUIRED TO PROTECT ADJACENT SITES, VEHICULAR TRAFFIC AND PEDESTRIAN TRAFFIC. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF OSHA AND NRS CHAPTER 618, IN THE CONSTRUCTION PRACTICES FOR ALL EMPLOYEES DIRECTLY ENGAGED IN THE CONSTRUCTION OF THIS PROJECT.
4. LOCATE AND/OR PROTECT ALL EXISTING AND PROPOSED PIPING, UTILITIES, TRAFFIC SIGNAL EQUIPMENT (BOTH ABOVE GROUND AND BELOW GROUND), STRUCTURES ADJACENT TO STREETS, AND ALL OTHER EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION.
5. PURSUE WORK IN A CONTINUOUS AND DILIGENT MANNER TO ENSURE A TIMELY COMPLETION OF THE PROJECT.
6. ALL CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER SO THAT THE QUALITY OF WORK CAN BE CHECKED FOR APPROVAL.
7. INCORPORATE ADEQUATE DRAINAGE PROCEDURES DURING THE CONSTRUCTION PROCESS TO ELIMINATE EXCESSIVE PONDING AND/OR EROSION.
8. MAINTAIN THE SITE IN A NEAT AND ORDERLY MANNER THROUGHOUT THE CONSTRUCTION PROCESS. ALL MATERIALS SHALL BE STORED WITHIN APPROVED CONSTRUCTION AREAS.
9. PROVIDE CONTINUOUS DUST CONTROL THROUGHOUT CONSTRUCTION OF ALL ITEMS SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REGULAR CLEANING OF ALL MUD, DIRT, DEBRIS, ETC, FROM ANY AND ALL ADJACENT STREETS AND SIDEWALKS.
10. OBTAIN, AT THE CONTRACTORS EXPENSE, ALL PERMITS AS REQUIRED BY THE JURISDICTIONAL AGENCY, NOT SPECIFICALLY ADDRESSED IN THE PROJECT MANUAL.

1. CONSTRUCT AND MAINTAIN TEMPORARY ACCESS WAYS AS MAY BE REQUIRED TO PROVIDE ACCESS FOR ALL PROPERTY OWNERS TO THEIR PROPERTY. NO PERSON SHALL BE RESTRICTED ACCESS TO HIS RESIDENCE OR PLACE OF BUSINESS FOR A PERIOD EXCEEDING TWO (2) HOURS, UNLESS THE CONTRACTOR HAS MADE A SPECIAL ARRANGEMENT WITH THE AFFECTED PERSONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL ADJACENT PROPERTY OWNERS OF THE CONSTRUCTION ACTIVITY AND THE SCHEDULE OF SUCH ACTIVITIES. NOTIFICATION SHALL BE MADE IN WRITING AND HAND DELIVERED TO EACH RESIDENCE OR PLACE OF BUSINESS.

1. THE REMOVAL OF EXISTING IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATION SECTION 02220.
2. EXISTING IMPROVEMENTS, ADJACENT PROPERTY, UTILITIES AND OTHER FACILITIES, AND TREES AND PLANTS THAT ARE NOT TO BE REMOVED SHALL BE PROTECTED FROM INJURY OR DAMAGE RESULTING FROM THE CONTRACTORS OPERATIONS IN ACCORDANCE WITH SPECIFICATION SECTIONS 02220 AND SSPWC 301.04 AND 300.04.
3. THE CONTRACTOR SHALL ADJUST ALL EXISTING UTILITY BOXES AND FRAME AND COVERS, BOTH HORIZONTALLY AND VERTICALLY, AS REQUIRED TO FIT THE NEW WORK. THE CONTRACTOR SHALL REPLACE ANY APPURTENANCES DAMAGED DURING RELOCATION.

1. PRIOR TO PERFORMING ANY WORK, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GEOTECHNICAL INVESTIGATION REPORT INCLUDED WITH THE PROJECT MANUAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE AND MAKE HIS OWN INTERPRETATIONS WITH REGARD TO MATERIALS, METHODS AND EQUIPMENT NECESSARY TO PERFORM THE WORK REQUIRED FOR THIS PROJECT.

2. NO ESTIMATE OF EARTHWORK QUANTITIES HAVE BEEN MADE FOR THIS PROJECT.

3. CLEARING AND GRUBBING, SUBGRADE PREPARATION AND EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH SSPWC SECTIONS 300.00, 302.00, 303.00 AND 304.00.

4. UNSUITABLE SOIL OR MATERIALS, NOT TO BE INCLUDED IN THE WORK INCLUDE:

- a. ORGANIC MATERIALS SUCH AS PEAT, MULCH, ORGANIC SILT OR SOD,
- b. SOILS CONTAINING EXPANSIVE CLAYS,
- c. MATERIAL CONTAINING EXCESSIVE MOISTURE,
- d. POORLY GRADED COARSE MATERIAL,
- e. MATERIAL WHICH WILL NOT ACHIEVE DENSITY AND/OR BEARING REQUIREMENTS.

5. FINE GRADING ELEVATIONS , SLOPES, AND OTHER ELEVATIONS NOT SHOWN SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD TO OBTAIN DRAINAGE IN THE DIRECTION AND TO THE DRAINAGE WAYS INDICATED. ALL GRADING ELEVATIONS SHALL BE APPROVED BY THE ENGINEER.

1. UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THE PLANS. HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY ACTUAL LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CALL UNDERGROUND SERVICES ALERT, USA, AT (1-800-227-2600) AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION.
2. LOCATE ALL EXISTING UTILITIES WHICH MAY CONFLICT WITH THE NEW WORK IN ADVANCE SO AS TO ALLOW ADJUSTMENT, REALIGNMENT AND OR REDESIGN OF THE NEW WORK AROUND THE EXISTING UTILITY AND OR STRUCTURE. UTILITY LINES WHICH CONFLICT WITH THE NEW WORK SHALL BE REROUTED AS REQUIRED AFTER UTILITY AGENCY APPROVAL. TEMPORARY REROUTES SHALL BE MADE PERMANENT AFTER ALL NEW WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPLICABLE STANDARDS. REROUTING OF WATER LINES SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE TMMW AND AWWA STANDARDS. REROUTING SHALL BE INCIDENTAL TO OTHER BID ITEMS.
3. NOTIFY UTILITY PURVEYORS AT LEAST 2 WORKING DAYS PRIOR TO THE START OF UTILITY CONSTRUCTION. ALL EXISTING WATER VALVES SHALL BE OPERATED BY TMMW UTILITY PERSONNEL.
4. MAKE EVERY ATTEMPT TO AVOID SHUT OFF OR DISCONNECTION OF ACTIVE UTILITIES. IF SHUT OFFS ARE UNAVOIDABLE, THE CONTRACTOR SHALL COORDINATE THAT SHUT OFF WITH THE AFFECTED CUSTOMERS AND UTILITY PURVEYOR AT LEAST 2 WORKING DAYS IN ADVANCE OF THE DISRUPTION OF THE SERVICE.
5. PROVIDE ALL MISCELLANEOUS PIPE, FITTINGS AND APPURTENANCES AS REQUIRED TO COMPLETE THE UTILITY WORK. SHOW
6. TRENCH EXCAVATION AND BACKFILL SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATION SECTION 02315. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION AND SHORING PROCEDURES. COASTAL PLACEMENT SHALL BE BY OPEN TRENCH UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PLAN. SHORING, BRACING AND SHEETING SHALL BE AS SET FORTH IN THE RULES, ORDERS, AND REGULATIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION, OSHA.
7. THE MAXIMUM LENGTH OF OPEN TRENCH AT ANY ONE LOCATION IS NOT TO EXCEED 500 FEET, PROVIDED THAT ALL PROPER BARRICADES AND SAFETY PROCEDURES HAVE BEEN ADDRESSED. THE TRENCH IS CONSIDERED TO BE OPEN UNTIL BACKFILL IS COMPLETED TO ADJACENT FINISH GRADE ELEVATION.
8. THE EXCAVATION OF TRENCH IS TO BE THE RIGHT OF WAY AT THE END OF EACH WORKDAY. USE TEMPORARY PATCH MATERIAL OR STEEL PLATES WHERE REQUIRED. FURNISH AND INSTALL TRENCH BRACING AND STEEL PLATING REQUIRED TO PROVIDE SAFE AND CONVENIENT VEHICULAR AND PEDESTRIAN PASSAGE ACROSS TRENCHES WHERE REQUIRED. MAINTAIN ACCESS TO EMERGENCY FACILITIES AT ALL TIMES.
9. MISCELLANEOUS UTILITY CONDUIT, NOT OTHERWISE DETAILED, SHALL BE BEDDED IN CLASS A PIPE BEDDING AS SPECIFIED IN SSPWC SECTION 200.03. THE MAXIMUM LOOSE LIFT THICKNESS SHALL BE 6 INCHES.
10. MISCELLANEOUS WATER PIPE SHALL BE POLYVINYL CHLORIDE (PVC), AWWA C900, PER SSPWC SECTION 203.00. FITTINGS, VALVES, AND APPURTENANCES SHALL MEET AWWA SPECIFICATIONS. WATER PIPE, FITTINGS AND APPURTENANCES SHALL BE INSTALLED PER APPLICABLE PARTS OF SSPWC SECTIONS 305.00 AND 307.00.
11. A WATER LINE SHALL BE TESTED FOR PRESSURE AND LEAKAGE PER SSPWC SECTION 336.03.08.
12. BACTERIOLOGICAL TESTING, FOR POTABLE WATER LINE CONSTRUCTION, SHALL BE PERFORMED PER AWWA C651. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING TEST SAMPLE EQUIPMENT FOR THE COLLECTION OF THE REQUIRED SAMPLES.
13. ALL BURIED IRON PIPE, FITTINGS, AND VALVES SHALL BE WRAPPED WITH POLYETHYLENE PIPE WRAP IN ACCORDANCE WITH AWWA C105, METHOD A.

1. THE SCALES INDICATED THROUGHOUT THESE DRAWINGS PERTAIN TO 22" X 34" SHEET SIZE. IF USING 11" X 17" REDUCED PLANS (1/2 SIZE), ADJUST SCALE ACCORDINGLY.

1. EFFLUENT PIPELINE AND WATERLINE CONSTRUCTED OF AWWA, PRESSURE CLASS, WATER QUALITY PIPE AND JOINT MATERIALS PER THE PLANS AND SPECIFICATIONS.
2. SEWER OR EFFLUENT MAIN PARALLEL TO WATER MAIN OR WATER SERVICE, REFERENCE NAC 445A.67155.
  - a. WHENEVER POSSIBLE, THE SEWER OR EFFLUENT LINE SHALL BE PLACED LOWER THAN THE WATER LINE, IN SEPARATE TRENCHES, WITH A HORIZONTAL CLEARANCE OF 10 FEET.
  - b. IF NOT PRACTICABLE, THE SEWER OR EFFLUENT PIPELINE MAY BE PLACED;
    - i. IN A SEPARATE TRENCH, AND
    - ii. WITH AT LEAST FIVE FEET OF HORIZONTAL CLEARANCE, AND
  - c. THE SEWER OR EFFLUENT PIPELINE SHALL BE 18 INCHES BELOW THE WATER LINE.
3. SEWER OR EFFLUENT SERVICE LATERAL PARALLELS WATER MAIN OR WATER SERVICE, REFERENCE NAC 445A.6716.
  - a. THE SEWER OR EFFLUENT LATERAL SHALL BE IN A SEPARATE TRENCH, 12 INCHES BELOW THE WATER LINE WITH A HORIZONTAL CLEARANCE OF 4 FEET FROM THE WATER LINE.
4. SEWER OR EFFLUENT MAIN CROSSES WATER MAIN, REFERENCE NAC 445A.67165
  - a. WHENEVER POSSIBLE, THE SEWER OR EFFLUENT LINE SHALL BE PLACED LOWER THAN THE WATER LINE, WITH A VERTICAL CLEARANCE OF NOT LESS THAN 18 INCHES.
    - i. IF NOT PRACTICABLE, THE SEWER OR EFFLUENT LINE MAY BE PLACED BELOW THE WATER WITH A VERTICAL CLEARANCE OF NOT LESS THAN 6 INCHES, PROVIDED;
      - i. OFF-SET PIPE JOINTS, AND
      - ii. STRUCTURALLY SUPPORT BOTH PIPELINES TO MAINTAIN LINE AND GRADE.
    - c. IF NOT PRACTICABLE, THE EFFLUENT LINE MAY BE PLACED OVER THE WATER WITH A VERTICAL CLEARANCE OF NOT LESS THAN 6 INCHES, PROVIDED;
      - i. OFF-SET PIPE JOINTS, AND
      - ii. STRUCTURALLY SUPPORT BOTH PIPELINES TO MAINTAIN LINE AND GRADE, AND
  - b. SEWER OR EFFLUENT OR WATER ENCASED IN FOUR INCH CEMENT SLURRY, 10 FT. EACH SIDE OF CROSSING, OR
  - c. SEWER OR EFFLUENT OR WATER INSTALLED IN WATER TIGHT PIPE SLEEVE, 10 FT. EACH SIDE OF CROSSING.
5. SEWER OR EFFLUENT MAIN CROSSING WATER SERVICE LATERAL, REFERENCE NAC 445A.6717.
  - a. IF SEWER OR EFFLUENT LINE SHALL BE PLACED LOWER THAN THE WATER SERVICE LATERAL, WITH A VERTICAL CLEARANCE OF NOT LESS THAN 18 INCHES.
    - b. IF NOT PRACTICABLE, THE SEWER OR EFFLUENT LINE MAY BE PLACED BELOW THE WATER LINE WITH A VERTICAL CLEARANCE OF NOT LESS THAN 6 INCHES, PROVIDED THAT PIPE JOINTS ARE OFFSET.
6. SEWER OR EFFLUENT SERVICE LATERAL CROSSING WATER MAIN OR WATER SERVICE, REFERENCE NAC 445A.67175
  - a. THE SEWER OR EFFLUENT LINE SHALL BE PLACED LOWER THAN THE WATER LINE, WITH A VERTICAL CLEARANCE OF NOT LESS THAN 18 INCHES.
    - b. IF NOT PRACTICABLE, THE SEWER OR EFFLUENT LINE MAY BE PLACED BELOW THE WATER LINE WITH A VERTICAL CLEARANCE OF NOT LESS THAN 6 INCHES, PROVIDED;
      - i. OFF-SET PIPE JOINTS, AND
      - ii. STRUCTURALLY SUPPORT BOTH PIPELINES TO MAINTAIN LINE AND GRADE.
    - c. IF NOT PRACTICABLE, THE SEWER OR EFFLUENT LINE MAY BE PLACED OVER THE WATER LINE WITH A VERTICAL CLEARANCE OF NOT LESS THAN 6 INCHES, PROVIDED;
      - i. OFF-SET PIPE JOINTS, AND
      - ii. STRUCTURALLY SUPPORT BOTH PIPELINES TO MAINTAIN LINE AND GRADE, AND
  - b. SEWER OR EFFLUENT OR WATER ENCASED IN FOUR INCH CEMENT SLURRY, 10 FT. EACH SIDE OF CROSSING, OR
  - c. SEWER OR EFFLUENT OR WATER INSTALLED IN WATER TIGHT PIPE SLEEVE, 10 FT. EACH SIDE OF CROSSING.

2. EFFLUENT MAIN OR SERVICE PARALLEL TO SEWER MAIN
  - a. WHENEVER POSSIBLE, THE EFFLUENT LINE SHALL BE PLACED HIGHER THAN THE SEWER LINE IN SEPARATE TRENCHES, WITH A HORIZONTAL CLEARANCE OF 10 FEET, O.D. TO O.D.
  - b. IF NOT PRACTICABLE, THE EFFLUENT PIPELINE MAY BE PLACED;
    - i. IN A SEPARATE TRENCH; AND
    - ii. WITH AT LEAST FIVE FEET OF HORIZONTAL CLEARANCE, O.D. TO O.D., AND
  - c. THE EFFLUENT LINE SHALL BE 18 INCHES ABOVE THE SEWER LINE, O.D. TO O.D.

1. PC CONCRETE EXPOSED TO FREEZE-THAW ENVIRONMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI AND MEET THE SPECIFIC REQUIREMENTS OF SSPWC SECTION 202.12.
2. PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) EXPOSED TO VEHICULAR TRAFFIC LOADING SHALL MEET THE REQUIREMENTS OF SSPWC SECTION 202.00 AND 314.00, EXCEPT AS MODIFIED HEREIN;
  - a. AIR CONTENT 4-1/2 TO 7-1/2%
  - b. MINIMUM 28 DAY FLEXURAL STRENGTH 650 PSI
3. ASPHALT CEMENT CONCRETE SHALL MEET THE REQUIREMENTS OF SPECIFICATION SECTION 02740 AND THE FOLLOWING:
  - a. MARSHALL METHOD OF MIX DESIGN-- 75 BLOW,
  - b. TYPE 2 AGGREGATE PER SSPWC SECTION 200.00.
  - c. ASPHALT CEMENT SHALL BE AC-20
  - d. IN PLACE DENSITY, EQUAL TO OR GREATER THAN 92%, USING THE THEORETICAL MAXIMUM RICE SPECIFIC GRAVITY PER SPECIFICATION SECTION 320.06. THE FINISHED PAVEMENT SURFACE SHALL BE SMOOTH, DENSE AND WEAR-ED, AND OF UNIFORM TEXTURE AND APPEARANCE.
4. TEMPORARY PAVEMENT SHALL MEET THE REQUIREMENTS OF ASTM D4215, PLACE COLD MIX, COLD LAID BITUMINOUS PAVING MIXTURE IN ACCORDANCE WITH ASTM D4215 IMMEDIATELY FOLLOWING BACKFILLING AND COMPACTION OF TRENCHES THROUGH EXISTING PAVEMENTS. THE CONTRACTOR SHALL MAINTAIN PAVEMENT A SAFE AND SMOOTH CONDITION UNTIL FINAL PAVEMENT CAN BE PLACED, TO THE SATISFACTION OF THE ENGINEER.

1. CURB, GUTTER AND SIDEWALK SHALL BE PLACED IN ACCORDANCE WITH SECTION 03305.
2. CONCRETE PAVEMENTS SHALL BE PLACED IN ACCORDANCE WITH SSPWC SECTION 314.00
3. ASPHALT CONCRETE PAVEMENT SHALL BE PLACED IN ACCORDANCE WITH SECTION 02740

1. ALL PAVEMENT MARKING AND STRIPING LOST DUE TO CONSTRUCTION SHALL BE REPLACED AND PAINTED IN ACCORDANCE WITH SSPWC SECTION 214.00 AND 324.00. THE LOCATION OF THE PAVEMENT MARKINGS SHALL BE CHECKED BY THE ENGINEER PRIOR TO INSTALLATION.

|        |                               |
|--------|-------------------------------|
| 9      | AT                            |
| AB     | ANCHOR BOLT                   |
| ABAN   | ABANDONED                     |
| ABC    | AGGREGATE BASE COURSE         |
| AC     | ASPHALT CONCRETE              |
| ADD    | ADDITIONAL                    |
| ADJ    | ADJACENT, ADJUSTABLE          |
| ABAN   | ABANDONED                     |
| ALUM   | ALUMINUM                      |
| 2PT    | ANGLE POINT                   |
| APPROX | APPROXIMATE                   |
| ARV    | AIR RELEASE VALVE             |
| BC     | BEGIN CURVE                   |
| BCR    | BEGIN CURB RETURN             |
| BF     | BLIND FLANGE                  |
| BFC    | BACK FACE OF CURB             |
| BFV    | BUTTERFLY VALVE               |
| BL     | BASE LINE                     |
| BLDG   | BUILDING                      |
| BIM    | BENCH MARK                    |
| BP     | BOOSTER PUMP                  |
| BVC    | BEGINNING OF VERTICAL CURVE   |
| C      | CONDUIT                       |
| CARV   | COMBINATION AIR RELEASE VALVE |
| CB     | CATCH BASIN                   |
| CJ     | CAST IRON                     |
| CJ     | CONSTRUCTION JOINT            |
| CL     | CENTERLINE, CLASS             |

CORROGATED METAL PIPE  
COMPACTION  
CONCRETE  
CONNECTION  
CONTINUOUS  
COORDINATE  
CORROSION  
COUPLING  
CENTER  
CENTER TO CENTER  
CUBIC  
CULVERT  
CHECK VALVE

DOUBLE  
DETAIL  
DROP INLET, DUCTILE IRON  
DUCTILE IRON PIPE  
DRAIN  
DRAWING

EAST, EASTING, EASEMENT  
EXIT, EXISTING  
EACH  
END CURVE  
ECCENTRIC  
END CURB RETURN  
END CURB FACE  
EFFLUENT  
EXISTING GROUND, GRADE  
ELBOW, ELEVATION

EMH  
ENGR  
EQPT  
EV  
EVC  
EW  
EXP  
EXP JT  
EXT  
  
F  
F&C  
Fc  
FC  
FCA  
FCO  
FD  
FDN  
FES  
FF  
FFC  
FG  
FH  
FIG  
FL  
FLG  
FLR  
FOC  
FPS  
FS  
FT  
FTG

ELECTRICAL MANHOLE  
 ENGINEER  
 EQUIPMENT  
 ELECTRIC VAULT  
 END OF VERTICAL CURVE  
 EACH WAY  
 EXPOSED, EXPANSION  
 EXPANSION JOINT  
 EXTENSION  
  
 FUTURE  
 FRAME AND COVER  
 COMPRESSIVE STRENGTH  
 FLEXIBLE COUPLING  
 FLANGED COUPLING AND  
 FLOOR CLEAN OUT  
 FLOOR DRAIN  
 FOUNDATION  
 FLARED END SECTION  
 FINISH FLOOR  
 FRONT FACE OF CURVE  
 FINISH GRADE  
 FIRE HYDRANT  
 FIGURE  
 FLOW LINE  
 FLANGE  
 FLOOR  
 FIBER OPTIC CABLE  
 FEET PER SECOND  
 FINISHED SURFACE  
 FOOT OR FEET  
 FOOTING

|          |                                                     |
|----------|-----------------------------------------------------|
| G        | GAS                                                 |
| GA       | GAUGE                                               |
| GAL      | GALLON                                              |
| GALV     | GALVANIZED                                          |
| GI       | GALVANIZED IRON                                     |
| GP       | GALVANIZED IRON PIPE                                |
| GB       | GRADE BREAK                                         |
| GM       | GAS METER                                           |
| GPS      | GLOBAL POSITIONING SYSTEM                           |
| GV       | GATE VALVE                                          |
| GVL      | GRAVEL                                              |
|          |                                                     |
| HDW      | HARDWARE                                            |
| HGT      | HEIGHT                                              |
| HORIZ    | HORIZONTAL                                          |
| HP       | HORSEPOWER                                          |
| HR       | HOSE RACK, HANDRAIL                                 |
|          |                                                     |
| ID       | INSIDE DIAMETER                                     |
| IE       | INVERT ELEVATION                                    |
| IN       | INCH                                                |
| INTX     | INTERSECTION                                        |
| INVT     | INVERT                                              |
| IRR      | IRRIGATION                                          |
|          |                                                     |
| JT       | JOINT                                               |
|          |                                                     |
| KW       | KILOWATT                                            |
| LAB      | LABORATORY                                          |
| LATL     | LATERAL                                             |
| LAB      | LAVORATORY                                          |
| LB       | POUNDS                                              |
| LB/CU FT | POUNDS PER CUBIC FOOT                               |
| LF       | LINEAL FOOT                                         |
| LH       | LEFT HAND                                           |
| LONG     | LONGITUDINAL                                        |
| LT       | LEFT                                                |
|          |                                                     |
| MATL     | MATERIAL                                            |
| MAX      | MAXIMUM                                             |
| MXD      | MAXIMUM DRY DENSITY                                 |
| MECH     | MECHANICAL                                          |
| MFR      | MANUFACTURER                                        |
| MGD      | MILLION GALLONS PER DAY                             |
| MH       | MANHOLE                                             |
| MIN      | MINIMUM, MINUTE                                     |
| MISC     | MISCELLANEOUS                                       |
| MJ       | MECHANICAL JOINT                                    |
| MPH      | MILES PER HOUR                                      |
| MWS      | MAXIMUM WATER SURFACE                               |
|          |                                                     |
| N        | NORTH, NORTHING                                     |
| (N)      | NEW, NORTH                                          |
| NIC      | NOT IN CONTRACT                                     |
| NO       | NUMBER, NUMBERING                                   |
| NPT      | NATIONAL PIPE THREAD                                |
| NTS      | NOT TO SCALE                                        |
|          |                                                     |
| OC       | ON CENTER                                           |
| OD       | OUTSIDE DIAMETER                                    |
| O TO O   | OUT TO OUT                                          |
| OPNG     | OPENING                                             |
| OZ       | OUNCE                                               |
|          |                                                     |
| P        | FINISH PAVEMENT ELEVATION                           |
| PC       | POINT OF CURVE, PORTLAND                            |
| PCC      | POINT OF COMPOUND CURVE                             |
| PE       | PLAIN END, POLYETHYLENE                             |
| PI       | POINT OF INTERSECTION                               |
| PJF      | PREMOLDED JOINT FILLER                              |
| PL       | PROPERTY LINE                                       |
| PLYWD    | PLYWOOD                                             |
| PMS      | PAD MOUNTED SWITCH                                  |
| PRC      | POINT OF REVERSE CURVE                              |
| PRCST    | PREFCAST                                            |
| PREFAB   | PREFABRICATED                                       |
| PRESS    | PRESSURE                                            |
| PROP     | PROPERTY                                            |
| PRV      | PRESSURE RELIEF VALVE,<br>PRESSURE REDUCING VALVE   |
|          |                                                     |
| PS       | PSI, POUND                                          |
| PSF      | POUNDS PER SQUARE FOOT                              |
| PSI      | POUNDS PER SQUARE INCH                              |
| PSIG     | POUNDS PER SQUARE INCH,<br>PRESSURE SUSTAINING VALV |
| PSV      | POINT OF TANGENCY                                   |
| PUE      | PUBLIC UTILITY EASEMENT                             |
| PVC      | POLYVINYL CHLORIDE                                  |
| PVI      | POINT OF VERTICAL INTERSE                           |

PVMI  
PW  
PWP

PAYMENT  
POTABLE WATER  
PUBLIC WORKS PROJECT

Q5 FIVE YEAR FLOW RATE  
Q100 ONE HUNDRED YEAR FLOW RATE  
QCAP FLOW RATE AT CAPACITY

R RIGHT, RADIUS, RIM  
RAD RADIUS  
RC REINFORCED CONCRETE, REVERSE CURVE  
RCBC REINFORCED CONCRETE BOX CULVERT  
RCP REINFORCED CONCRETE PIPE  
RD ROAD, ROAD DRAIN  
RDGR REDUCER  
REF REFER OR REFERENCE  
REINF REINFORCED, REINFORCING, REINFORCE  
REQD REQUIRED  
RJ RESTRAINED JOINT  
RM ROOM  
RSGV RESILIENT SEAT GATE VALVE  
RST REINFORCING STEEL  
RT RIGHT  
RTN RETURN  
R/W, ROW RIGHT-OF-WAY

S SLOPE, SOUTH, SIGN  
(S) SOUTH  
SCH SCHEDULE  
SD STORM DRAIN  
SDPWC STANDARD DETAILS PUBLIC WORKS CONSTRUCTION  
SECT SECTION  
SF SQUARE FOOT  
SI SQUARE INCH  
SIM SIMILAR  
SPEC SPECIFICATIONS  
SPLY SUPPLY  
SPPCo. SIERRA PACIFIC POWER COMPANY  
SQ SQUARE  
SS SANITARY SEWER, STAINLESS STEEL  
SSE SANITARY SEWER EASEMENT  
SSFM SANITARY SEWER FORCE MAIN  
SSPWC STANDARD SPECIFICATIONS PUBLIC WORKS CONSTRUCTION  
SST STAINLESS STEEL  
STA STATION  
STD STANDARD  
STL STEEL  
STRL STRUCTURAL  
STRCT STRUCTURE  
SYMM SYMMETRICAL

TAN TANGENT  
TB THRUST BLOCK  
TUBG TUBING  
T & B TOP AND BOTTOM  
TC TOP OF CURB  
TDH TOTAL DYNAMIC HEAD  
TECH TECHNICAL  
TEL TELEPHONE  
TEMP TEMPERATURE, TEMPORARY  
TF TOP FACE  
T & G TONGUE AND GROOVE  
THD THREADED  
THK THICK  
TWMA TRUCKEE MEADOWS WATER AUTHORITY  
TURNV TURNING POINT  
TRANSV TRANSVERSE  
TRFMR TRANSFORMER  
TW TOP OF WALL  
TYP TYPICAL

UBC UNIFORM BUILDING CODE  
UL UNDERGROUND ELECTRICAL CONDUIT  
UTEL UNDERGROUND TELEPHONE CONDUIT

V VELOCITY  
V1/2 VELOCITY AT ONE HALF DEPTH  
VAC VACUUM  
VB VALVE BOX  
VC VERTICAL CURVE  
VERT VERTICAL  
VG VALLEY GUTTER

W WATER, WEST  
W/ WITH  
(W) WEST  
WM WATER METER  
WWF WELDED WIRE FABRIC

YD YARD

100-100000-0000

REGISTERED PROFESSIONAL ENGINEER  
ANGELA D. CHUETTLE  
STATE OF NEVADA  
100-100000-0000

|                                                                                       |                                    |                                                                                       |                              |
|---------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------|------------------------------|
|  | NEW EFFLUENT PIPELINE              |  | EXIST GAS VALVE              |
|  | NEW VALVE                          |  | EXIST GAS VALVE              |
|  | NEW COMBINATION AIR RELEASE VALVE  |  | EXIST UNDERGROUND ELECTRICAL |
|  | NEW VAULT                          |  | EXIST TELEPHONE              |
|  | NEW CONSTRUCTION EASEMNET          |  | EXIST FIBER OPTIC CABLE      |
|  | NEW UTILITY EASEMNET               |  | EXIST CABLE TV               |
|  | APPROXIMATE LIMITS OF FLOOD ZONE   |  | EXIST FENCE                  |
|  | EXIST GROUND/GRADE @ CL OF PIPE    |  | EXIST GUARD RAIL             |
|  | EXIST LARGE DIA PIPE               |  | EXIST BLOCK WALL             |
|  | EXIST RIGHT OF WAY / PROPERTY LINE |  | EXIST DRAIN OR DITCH         |
|  | EXIST RIGHT OF WAY / PROPERTY LINE |  | EXIST ASPHALT PAVEMENT       |
|  | APPROX BORING LOCATION             |  | EXIST DIRT ROAD              |
|  | APPROX TEST PIT LOCATION           |  | EXIST TREE OR BUSH           |
|  | EXIST WATER                        |  | EXIST CONTOURS               |
|  | EXIST WATER VALVE                  |  | EXIST SPOT ELEVATION         |
|  | EXIST FIRE HYDRANT                 |  | SURVEY CONTROL POINT         |
|  | EXIST SANITARY SEWER               |  | SURVEY MONUMENT              |
|  | EXIST SANITARY SEWER FORCE MAIN    |  | SURFACE WATER WETLAND AREA   |
|  | EXIST SANITARY SEWER MANHOLE       |                                                                                       |                              |
|  | EXIST STORM DRAIN                  |                                                                                       |                              |
|  | EXIST STORM DRAIN MANHOLE          |                                                                                       |                              |

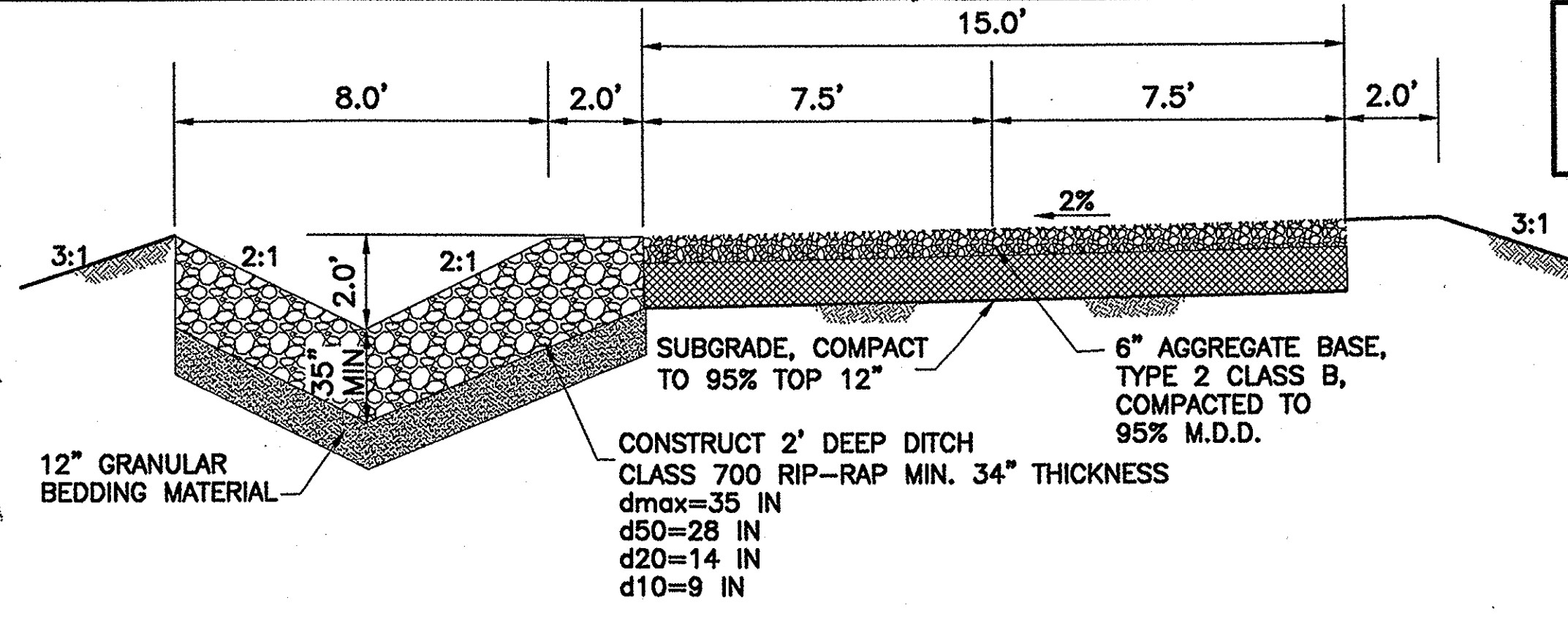
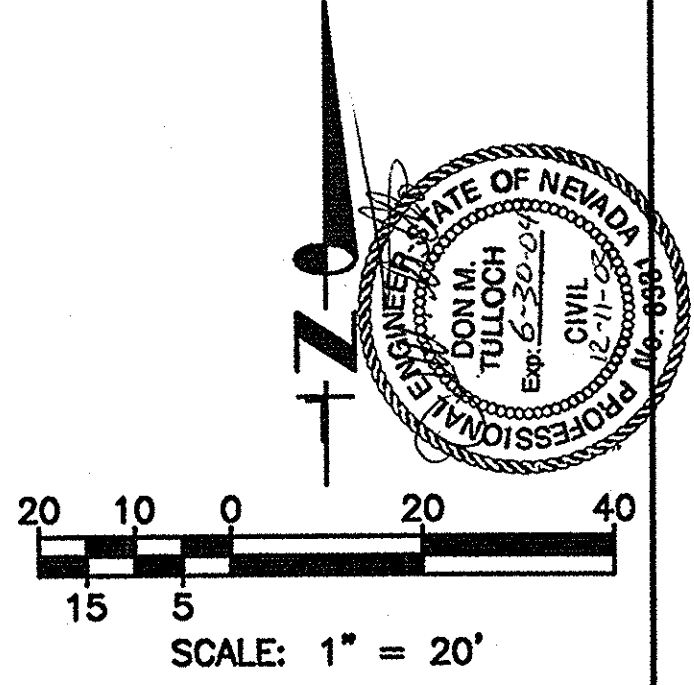
|                                                                                                      |           |                               |                   |                                                                                                      |                                            |  |                                                                                                                         |  |
|------------------------------------------------------------------------------------------------------|-----------|-------------------------------|-------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------|--|
| <b>amco</b><br>9450 DOUBLE "R" BLVD<br>RENO, NEVADA 89521<br>PHONE (775) 786-5873 FAX (775) 786-6138 | <b>G2</b> | <b>INFRASTRUCTURE INC.</b>    |                   | CITY OF SPARKS SPANISH SPRINGS<br>EFFLUENT PIPELINE EXTENSION<br><br>GENERAL NOTES AND ABBREVIATIONS | SCALE<br>NONE                              |  | 10/15/03 SEPARATION BETWEEN SEWER LINE AND EFFLUENT LINE<br>11/10/03 ADD RIGHT-OF-WAY / PROPERTY LINE UNITYPE TO LEGEND |  |
|                                                                                                      |           | DESIGN BY<br>ADH              | DRAWN BY<br>DTC   |                                                                                                      |                                            |  |                                                                                                                         |  |
|                                                                                                      |           | DATE<br>9/03/03               | CHECKED BY<br>ADH |                                                                                                      |                                            |  |                                                                                                                         |  |
|                                                                                                      |           | PROJECT NUMBER<br>05-2000-047 |                   |                                                                                                      | REV DATE DESCRIPTION REVISIONS<br>11/10/03 |  |                                                                                                                         |  |



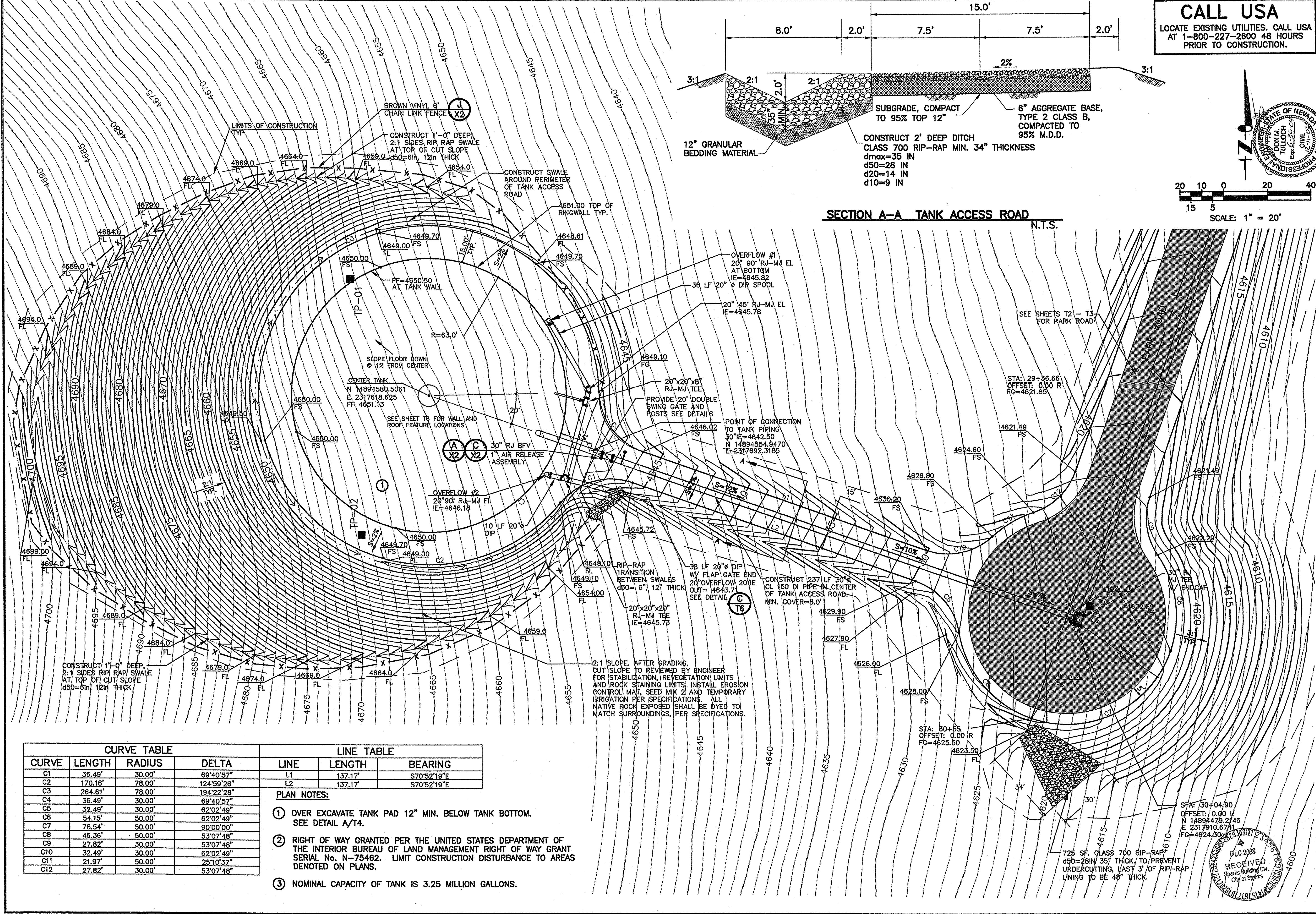




**CALL USA**  
LOCATE EXISTING UTILITIES. CALL USA  
AT 1-800-227-2600 48 HOURS  
PRIOR TO CONSTRUCTION.



**SECTION A-A TANK ACCESS ROAD**  
N.T.S.



| CURVE TABLE |         |        |            |
|-------------|---------|--------|------------|
| CURVE       | LENGTH  | RADIUS | DELTA      |
| C1          | 36.49'  | 30.00' | 69°40'57"  |
| C2          | 170.16' | 78.00' | 124°59'26" |
| C3          | 264.61' | 78.00' | 194°22'28" |
| C4          | 36.49'  | 30.00' | 69°40'57"  |
| C5          | 32.49'  | 30.00' | 62°02'49"  |
| C6          | 54.15'  | 50.00' | 62°02'49"  |
| C7          | 78.54'  | 50.00' | 90°00'00"  |
| C8          | 46.36'  | 50.00' | 53°07'48"  |
| C9          | 27.82'  | 30.00' | 53°07'48"  |
| C10         | 32.49'  | 30.00' | 62°02'49"  |
| C11         | 21.97'  | 50.00' | 25°10'37"  |
| C12         | 27.82'  | 30.00' | 53°07'48"  |

| LINE TABLE |         |             |
|------------|---------|-------------|
| LINE       | LENGTH  | BEARING     |
| L1         | 137.17' | S70°52'19"E |
| L2         | 137.17' | S70°52'19"E |

- PLAN NOTES:**
- OVER EXCAVATE TANK PAD 12" MIN. BELOW TANK BOTTOM. SEE DETAIL A/T4.
  - RIGHT OF WAY GRANTED PER THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT RIGHT OF WAY GRANT SERIAL NO. N-75462. LIMIT CONSTRUCTION DISTURBANCE TO AREAS DENOTED ON PLANS.
  - NOMINAL CAPACITY OF TANK IS 3.25 MILLION GALLONS.

ENGINEER  
DON M. TULLOCH  
2-2-2-6  
EXP. 9/30/04  
PROFESSIONAL  
STATE OF NEVADA

DESIGN BY  
DMT  
DATE 9/03/03  
SCALE  
1" = 20'

PROJECT NUMBER  
05-2000-047

CITY OF SPARKS SPANISH SPRINGS  
EFFLUENT PIPELINE EXTENSION  
PHASE 4C EFFLUENT STORAGE TANK

**amco**  
INFRASTRUCTURE INC.  
9450 DOUBLE R BLVD  
RENO, NEVADA 89521  
PHONE (775) 786-5873 FAX (775) 786-6138

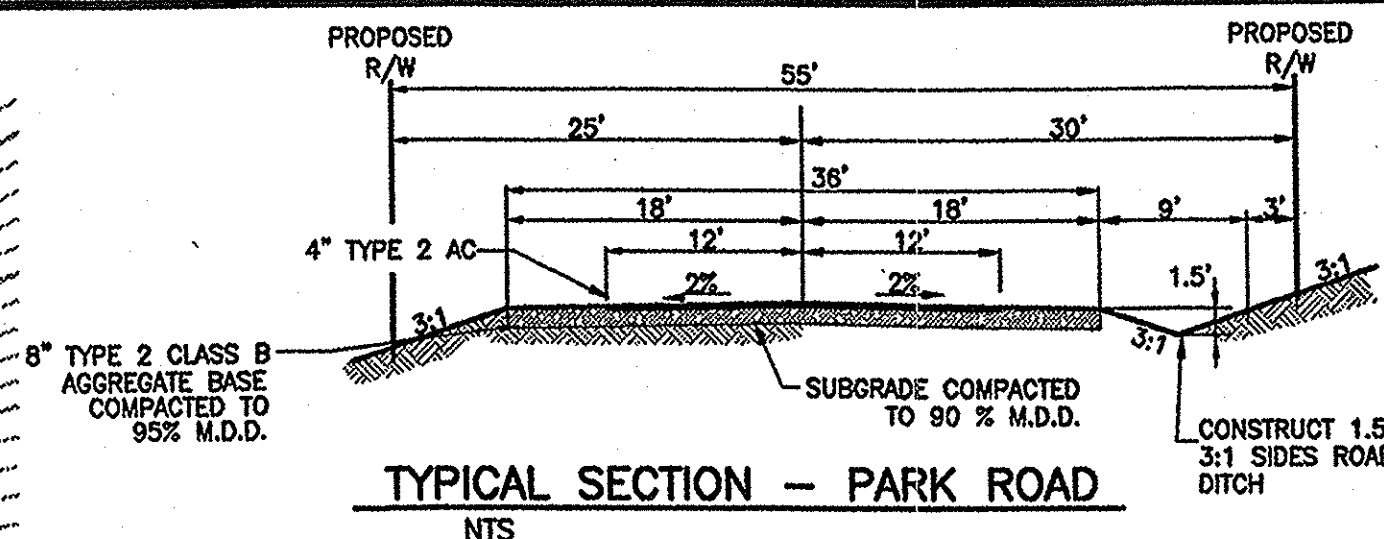
**T1**  
SHEET T1 OF 77



| PIPELINE   |         |             |
|------------|---------|-------------|
| LINE TABLE |         |             |
| LINE       | LENGTH  | BEARING     |
| L2         | 711.36' | N19°07'41"E |

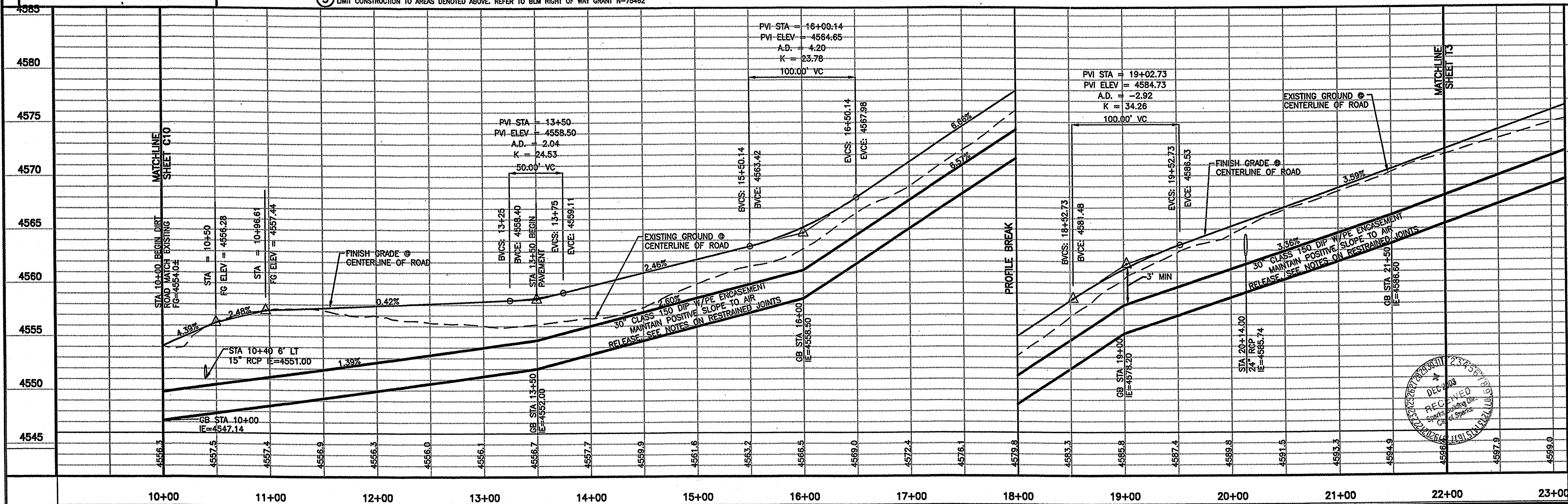
  

| CURVE TABLE |          |          |           |
|-------------|----------|----------|-----------|
| CURVE       | LENGTH   | RADIUS   | DELTA     |
| C2          | 1311.36' | 1006.00' | 74°41'15" |



- ① EXPOSE ALL EXISTING UTILITIES, PIPELINES AND STRUCTURES, WHICH INTERSECT THE EFFLUENT PIPELINE PRIOR TO BEGINNING CONSTRUCTION. ADJUST DEPTH OF PIPELINE AS REQUIRED TO MAINTAIN POSITIVE PIPE SLOPE TO AIR RELEASE ASSEMBLIES. NOTIFY ENGINEER IMMEDIATELY OF EXISTING FACILITIES NOT SHOWN ON THE PLAN.
- ② PROVIDE 6" MIN VERTICAL CLEARANCE BETWEEN EXISTING UTILITY PIPE, CABLE OR CONDUIT AND PIPELINE. PROVIDE 12" MIN CLEARANCE BETWEEN EXISTING GAS LINES AND EFFLUENT PIPELINE. PROVIDE 18" MIN CLEARANCE BETWEEN EXISTING POTABLE WATER MAINLINE AND/OR WATER SERVICE LATERAL AND EFFLUENT PIPELINE, TYPICAL EACH LOCATION.
- ③ PROVIDE RESTRAINED JOINT CL 150 DIP TO THE DISTANCES SHOWN ON THE PROFILE TO THE NEXT FULL LENGTH OF PIPE EACH SIDE OF THE FITTINGS IN LIEU OF THRUST BLOCKING. NON-RESTRAINED JOINT PIPE, PUSH-ON OR MJ MAY BE USED OUTSIDE OF THE RESTRAINED JOINT DIMENSIONS.
- ④ REESTABLISH ALL DRAINAGE WAYS, DITCHES, CULVERTS, AND CHANNELS DISTURBED DURING CONSTRUCTION TO A CONDITION AS GOOD AS EXISTED PRIOR TO CONSTRUCTION.
- ⑤ CONTRACTOR SHALL RETAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR TO REFERENCE AND REPLACE EXISTING SURVEY MONUMENTS DAMAGED OR DISPLACED DURING CONSTRUCTION.
- ⑥ AT PIPELINE JOINT CLOSEST TO NOTED GRADE BREAKS AND HORIZONTAL ALIGNMENTS CHANGES ACHIEVED WITHOUT A FITTING; DEFLECT PIPE JOINT TO OBTAIN PIPE GRADIENT NOTED ON PLANS. DEFLECT NUMBER OF JOINTS AS RECOMMENDED BY PIPE MANUFACTURER TO ACHIEVE GRADE BREAK. GRADE BREAK ELEVATION IS PIPE INVERT.
- ⑦ REVEGETATE DISTURBED AREAS WITH SEED MIX 2 AND TEMPORARILY IRRIGATE PER SPECIFICATIONS.
- ⑧ EXISTING DIRT ROAD TO REMAIN, MAINTAIN ACCESS THROUGHOUT CONSTRUCTION.
- ⑨ LIMIT CONSTRUCTION TO AREAS DENOTED ABOVE. REFER TO BLM RIGHT OF WAY GRANT N-75462

LOCATE EXISTING UTILITIES. CALL USA  
AT 1-800-227-2600 TWO WORKING  
DAYS PRIOR TO CONSTRUCTION.

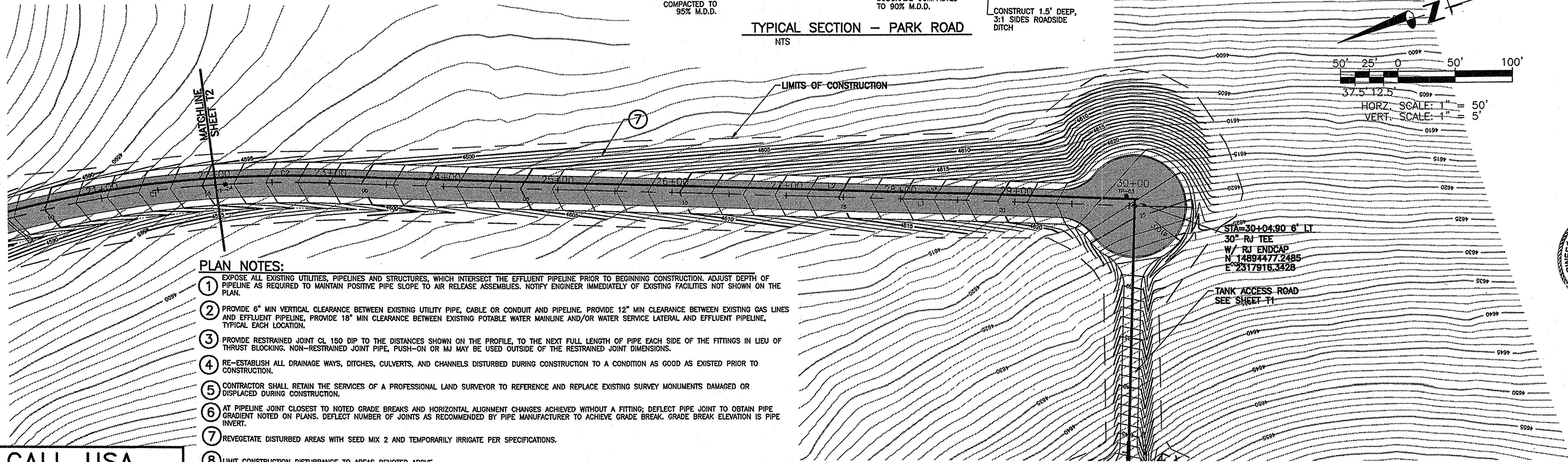
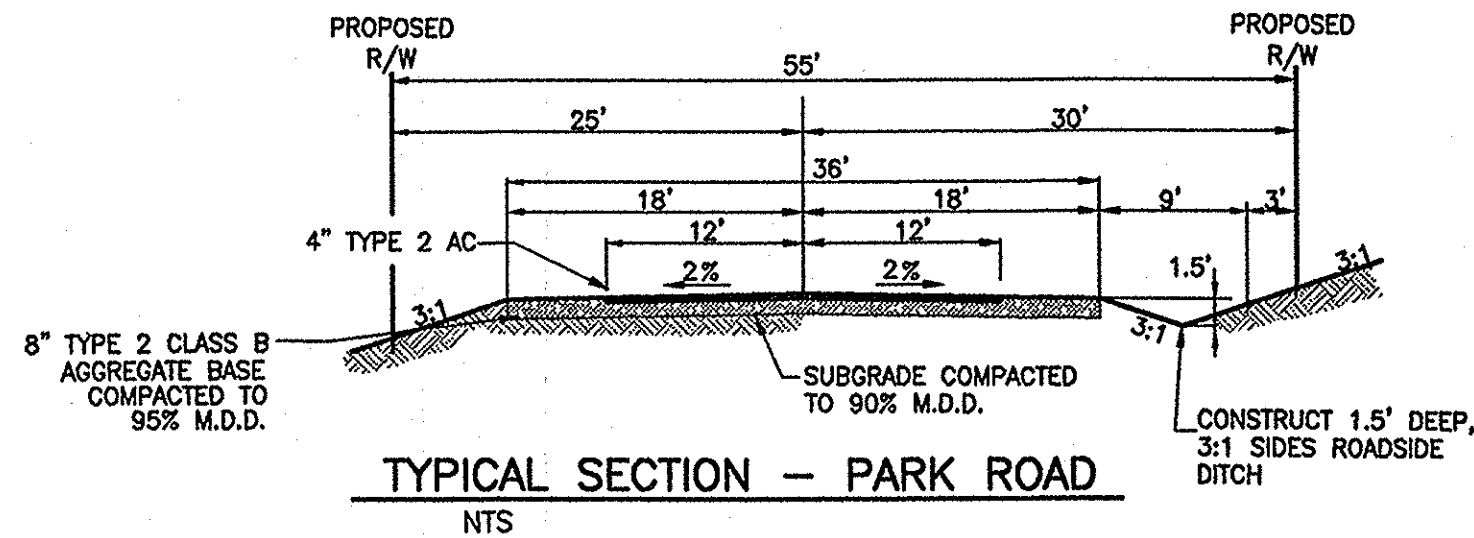


|                                                                                                                   |  |                                   |  |                                                       |  |                                     |  |
|-------------------------------------------------------------------------------------------------------------------|--|-----------------------------------|--|-------------------------------------------------------|--|-------------------------------------|--|
| <p><b>amco</b></p> <p>9450 DOUBLE 'R' BLVD<br/>RENO, NEVADA 89521<br/>PHONE (775) 786-6138 FAX (775) 786-6138</p> |  | <p><b>INFRASTRUCTURE INC.</b></p> |  | <p><b>T2</b></p>                                      |  | <p>SHEET <b>T2</b> OF <b>77</b></p> |  |
| <p><b>CITY OF SPARKS SPANISH SPRINGS<br/>EFFLUENT PIPELINE EXTENSION<br/>PHASE 4C EFFLUENT STORAGE TANK</b></p>   |  |                                   |  | <p><b>PLAN AND PROFILE SHEET</b></p>                  |  |                                     |  |
| <p><b>STA. 10+00 TO 22+00</b></p>                                                                                 |  |                                   |  | <p><b>SCALE</b> HORIZ. 1" = 50'<br/>VERT. 1" = 5'</p> |  |                                     |  |
| <p>DESIGN BY<br/>ADH</p>                                                                                          |  | <p>DRAWN BY<br/>DMB</p>           |  | <p>CHECKED BY<br/>DLD</p>                             |  | <p>DATE<br/>9/03/03</p>             |  |
| <p>PROJECT NUMBER<br/>05-2000-047</p>                                                                             |  |                                   |  | <p>REV. DATE</p>                                      |  |                                     |  |
| <p>CHECKED</p>                                                                                                    |  |                                   |  | <p>APPROVED</p>                                       |  |                                     |  |
| <p>DESCRIPTION</p>                                                                                                |  |                                   |  | <p>REVISIONS</p>                                      |  |                                     |  |



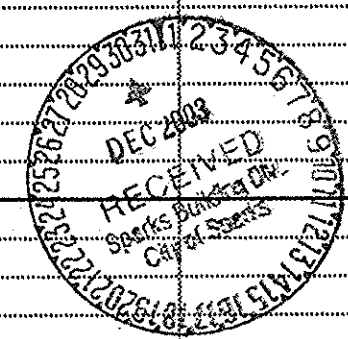
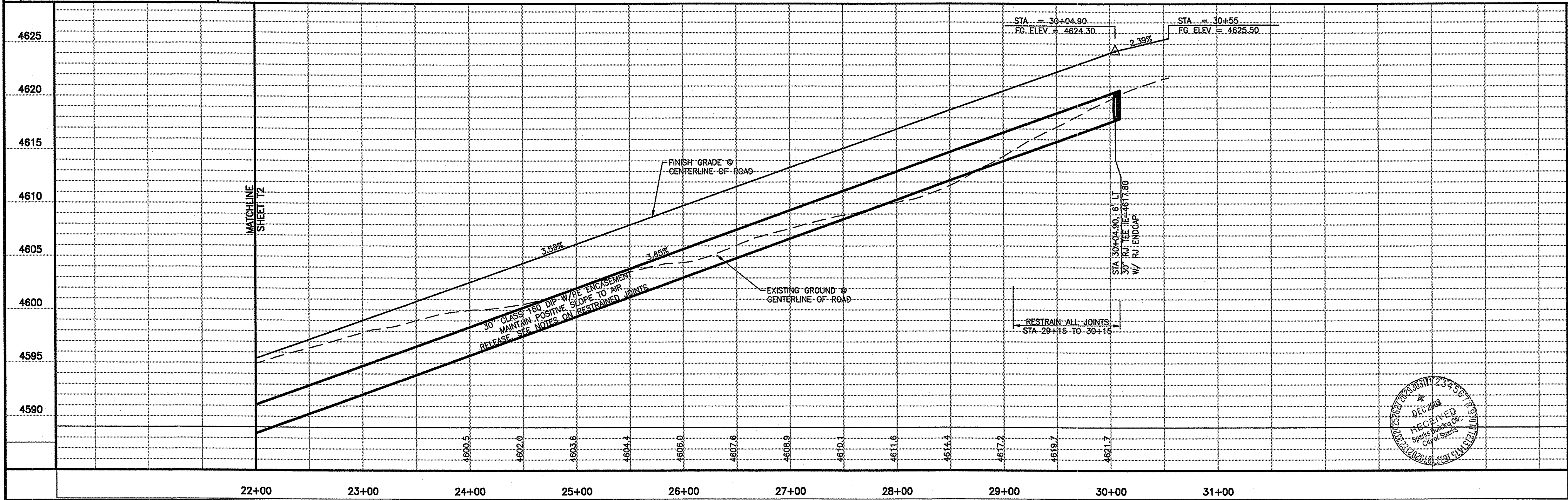
| ROADWAY    |         |             | PIPELINE   |         |             |
|------------|---------|-------------|------------|---------|-------------|
| LINE TABLE |         |             | LINE TABLE |         |             |
| LINE       | LENGTH  | BEARING     | LINE       | LENGTH  | BEARING     |
| L1         | 751.36' | N19°07'41"E | L2         | 701.36' | N19°07'41"E |

| CURVE TABLE |          |          |           | CURVE TABLE |          |          |           |
|-------------|----------|----------|-----------|-------------|----------|----------|-----------|
| CURVE       | LENGTH   | RADIUS   | DELTA     | CURVE       | LENGTH   | RADIUS   | DELTA     |
| C1          | 1303.54' | 1000.00' | 74°41'15" | C2          | 1311.36' | 1006.00' | 74°41'15" |



**CALL USA**  
LOCATE EXISTING UTILITIES. CALL USA  
AT 1-800-227-2600 TWO WORKING  
DAYS PRIOR TO CONSTRUCTION.

PARK ROAD



|                                                                                                 |  |                                                  |  |
|-------------------------------------------------------------------------------------------------|--|--------------------------------------------------|--|
| CITY OF SPARKS SPANISH SPRINGS<br>EFFLUENT PIPELINE EXTENSION<br>PHASE 4C EFFLUENT STORAGE TANK |  | PLAN AND PROFILE SHEET<br>STA. 22+00 TO 30+50.00 |  |
| amco                                                                                            |  | T3                                               |  |
| 9450 DOUBLE "R" BLVD<br>RENO, NEVADA 89521<br>PHONE (775) 786-5573 FAX (775) 786-6138           |  | SHEET T3 OF 77                                   |  |

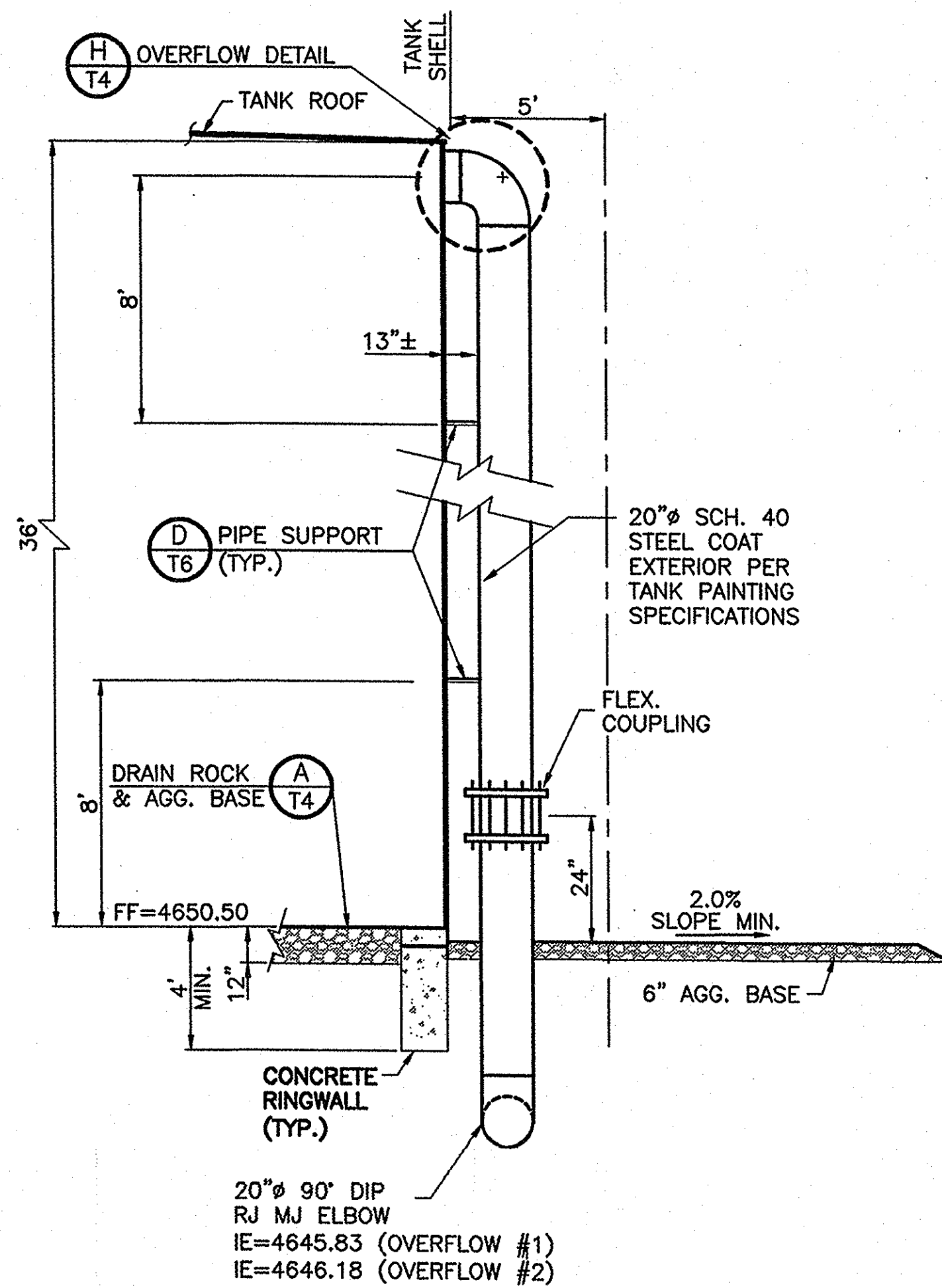




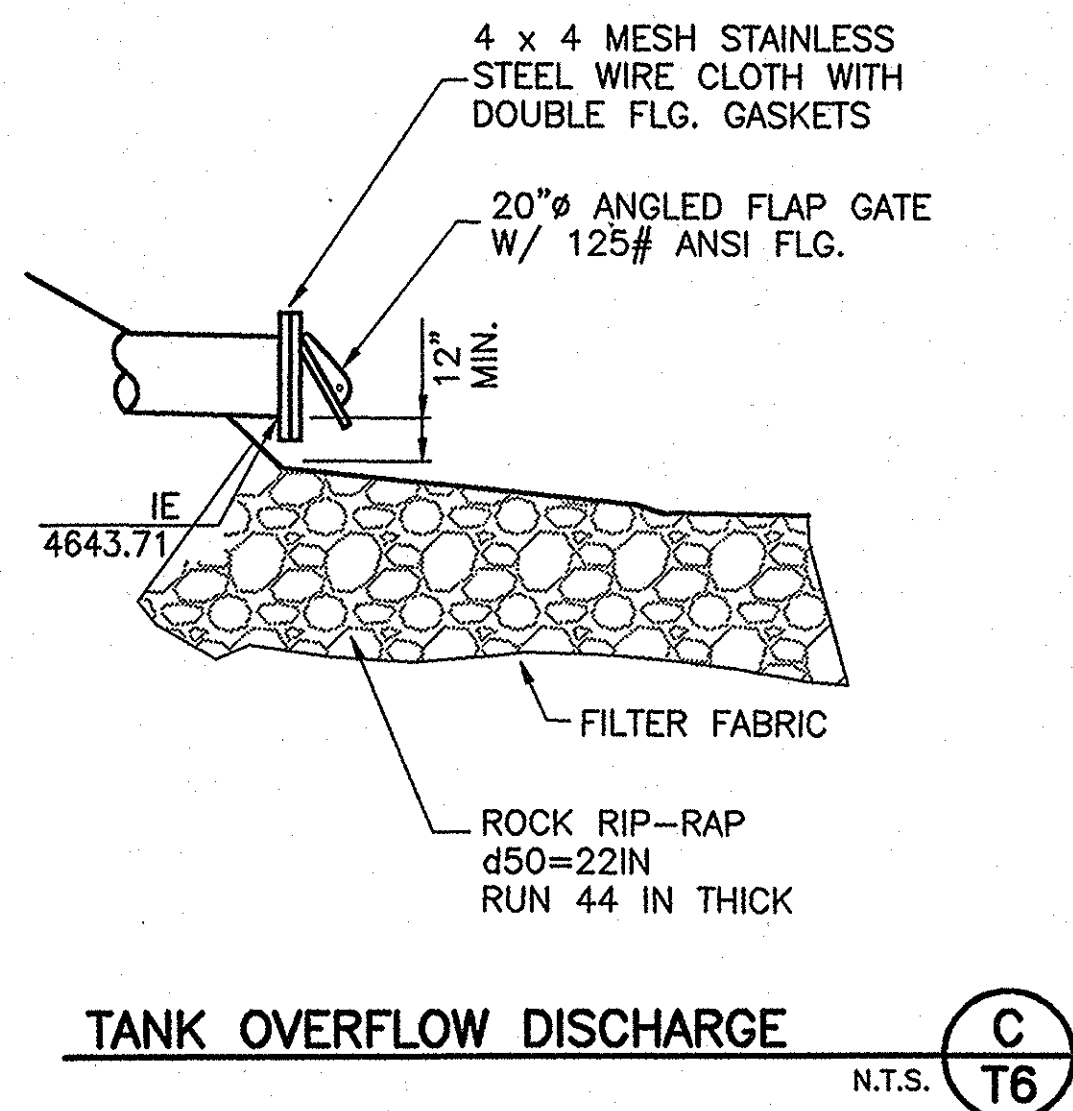




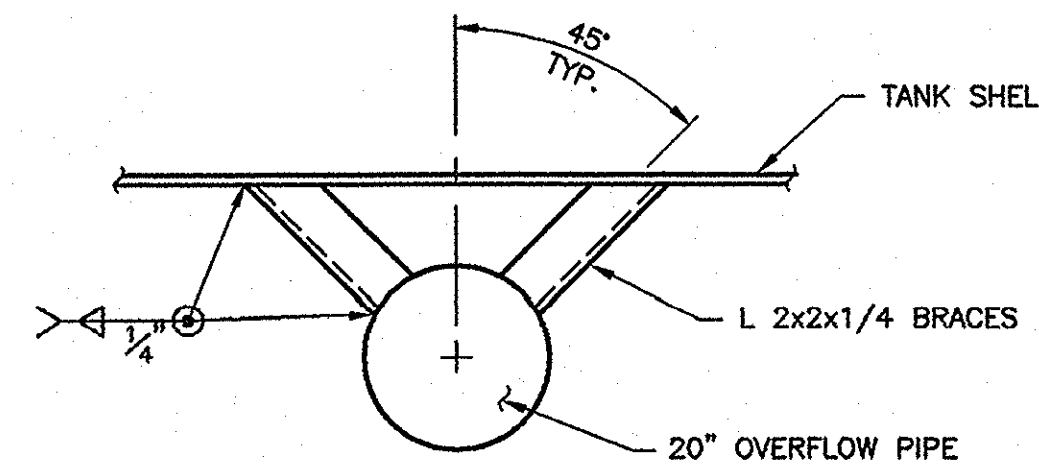




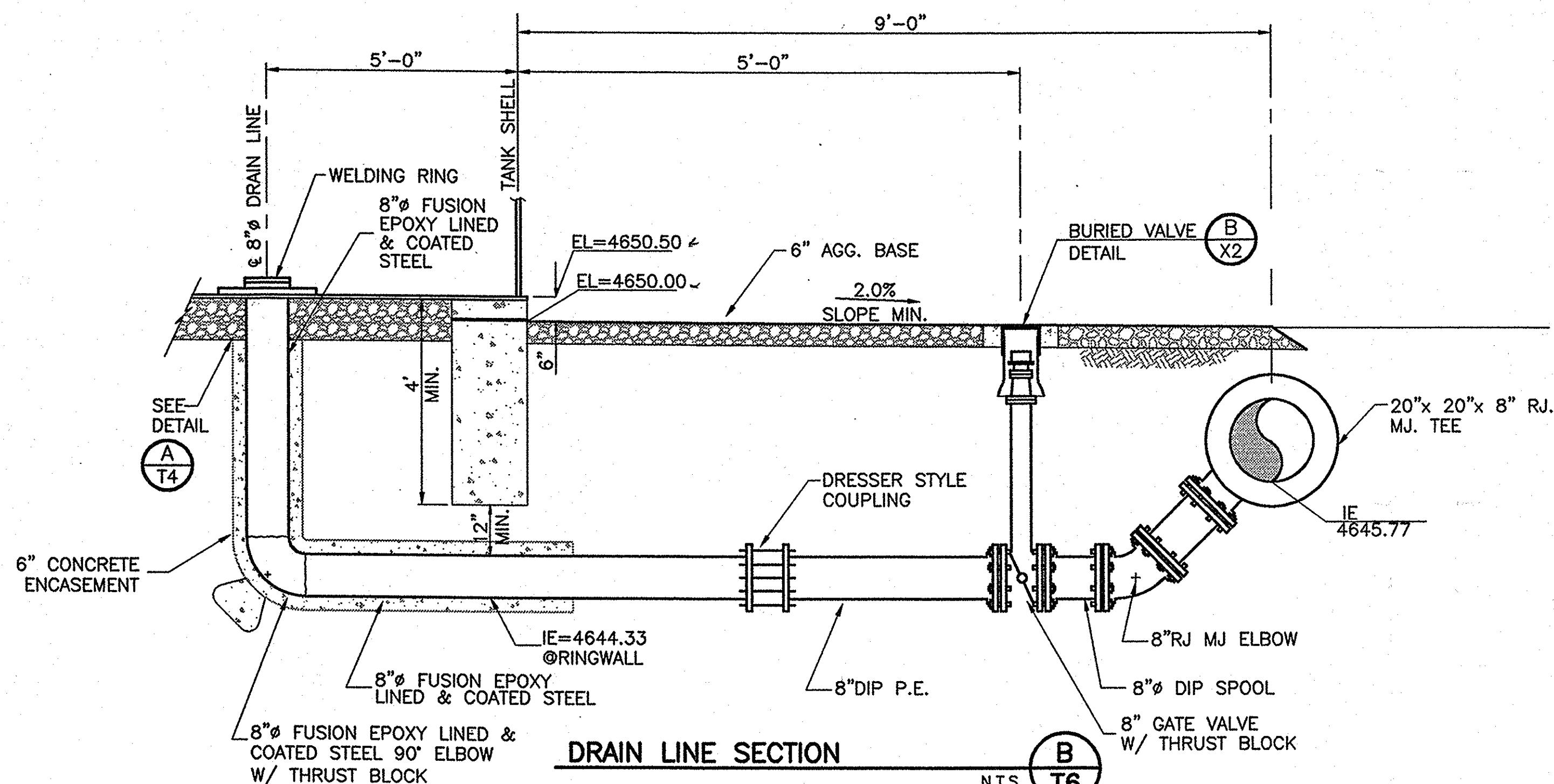
**TANK OVERFLOW SECTION**  
(BOTH OVERFLOWS) N.T.S. **A T6**



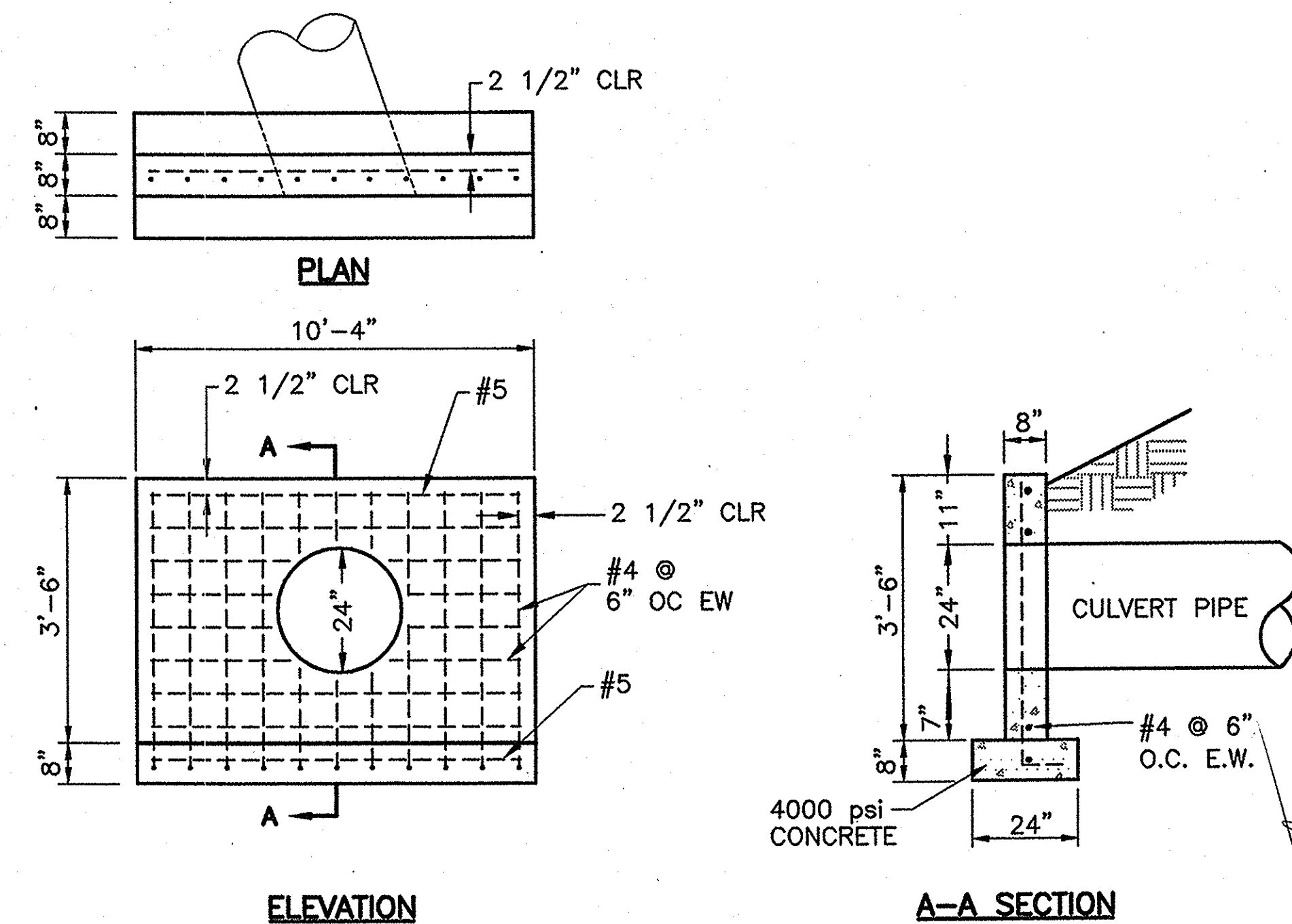
**TANK OVERFLOW DISCHARGE** N.T.S. **C T6**



**TYPICAL PIPE SUPPORT**  
(THREE REQUIRED EA. OVERFLOW) N.T.S. **D T6**



**DRAIN LINE SECTION** N.T.S. **B T6**



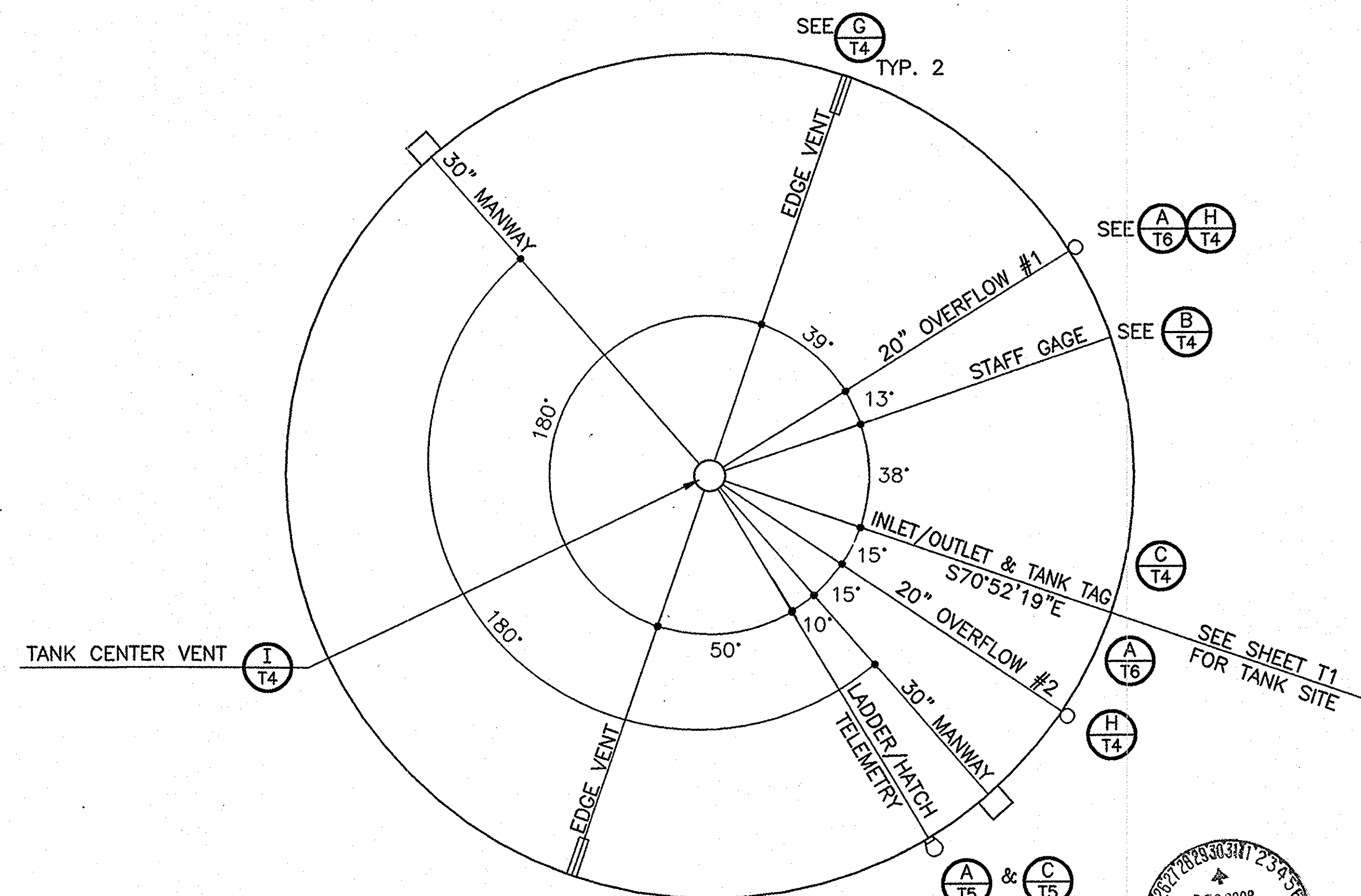
**ELEVATION**

**A-A SECTION**

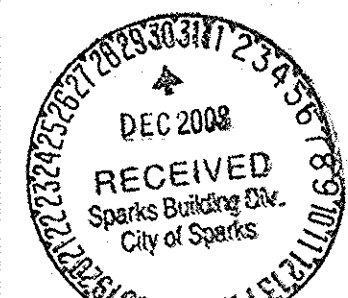
**GENERAL NOTES:**

1. REINFORCING STEEL SHALL BE DEFORMED BARS WITH MAXIMUM SPACING OF 18" SET 2 1/2" CLEAR OF SURFACE. REINFORCING BARS MAY BE CUT AND BENT IN FIELD.
2. FOOTINGS SHOWN ARE OF MINIMUM DEPTH AND SHALL BE EXTENDED IF SOIL IS UNSUITABLE OR LIABLE TO SCOUR.
3. CULVERT PIPES TO BE SET ON A SKEW SHALL BE MITERED WHEN HEADWALLS ARE CONSTRUCTED. WHEN HEADWALLS ARE NOT CONSTRUCTED THE PIPE SHALL NOT BE MITERED EXCEPT IN OVERFLOW SECTION.

**HEADWALL DETAIL** N.T.S. **E T6**



**WALL & ROOF FEATURE LOCATIONS** N.T.S. **F T6**



|                                                                                                               |                             |                                                                                                                                    |  |                                                                                                 |                               |
|---------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|-------------------------------|
| <b>ameco</b><br>INC.<br>9450 DOUBLE "R" BLVD<br>RENO, NEVADA 89521<br>PHONE (775) 786-5873 FAX (775) 786-6138 | <b>T6</b><br>SHEET 76 OF 77 | CITY OF SPARKS SPANISH SPRINGS<br>EFFLUENT PIPELINE EXTENSION<br>PHASE 4C EFFLUENT STORAGE TANK<br>OVERFLOW AND TANK DRAIN DETAILS |  | SCALE<br>AS SHOWN<br>DESIGN BY<br>DMT<br>CHECKED BY<br>DMT<br>DATE<br>9/03/03                   | PROJECT NUMBER<br>05-2000-047 |
|                                                                                                               |                             | REVISIONS<br>                                                                                                                      |  | DRAWN BY<br>DMB<br>CHECKED BY<br>DMT<br>DATE<br>9/03/03                                         | REV. DATE<br>                 |
|                                                                                                               |                             | PROFESSIONAL ENGINEER<br>DON M. TULLOCH<br>Exp. 6-23-09<br>CIVIL<br>STATE OF NEVADA<br>No. 8331                                    |  | PROFESSIONAL ENGINEER<br>DON M. TULLOCH<br>Exp. 6-23-09<br>CIVIL<br>STATE OF NEVADA<br>No. 8331 |                               |



|                                                                             |                                                                                       |               |                                                                                      |                           |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------|---------------------------|
| PREPARED FOR: TW CONSTRUCTION COMPANY<br>2050 KLEPPE LANE<br>RENO, NV 89502 |                                                                                       |               |                                                                                      |                           |
| BY<br>BNA                                                                   |  |               | 2305 GLENDALE AVENUE<br>SPARKS, NEVADA 89431<br>(775) 356-8004<br>FAX (775) 356-0610 |                           |
|                                                                             | RESOURCE<br>DEVELOPMENT<br>COMPANY                                                    |               |                                                                                      |                           |
| JOB NO.<br>03071                                                            | DESIGNED BY:<br>BNA                                                                   | DRAWN:<br>BNA | DATE:<br>NOV. 2003                                                                   | SHEET NO.1<br>OF 3 SHEETS |



NOTES:  
1. QUANTITIES SHOWN ARE FOR ONE (1) ASSEMBLY ONLY.



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|  |  |  |
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|  |  |  |
|  |  |  |



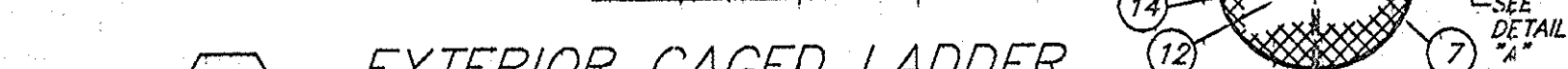
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10



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|    |            |                                  |
|----|------------|----------------------------------|
| 12 | SQ.FT.     | METAL (FLAT STEEL                |
| 13 | 2.2<br>FT. | 2" X 2" X 3/16" AN<br>(1 REQ'D.) |



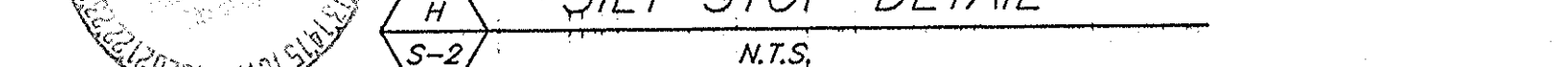
100

[illegible]

5-2 N.T.S.

|   |   |                                  |
|---|---|----------------------------------|
| 4 | 1 | BUG SCREEN (SSIL)                |
| 5 | 1 | 12" I.D. X 28" O.D. X<br>DOUBLER |
| 6 | 1 | 1 1/2" X 1 1/2" I.G.             |

Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video camera. The target is a light source that is controlled by a computer. The subject's hand is positioned at the target. The distance between the subject and the target is 100 cm. The target is a light source that is controlled by a computer. The subject's hand is positioned at the target. The distance between the subject and the target is 100 cm.



FIELD WELDED AW

OWNED: CITY OF SPARKS

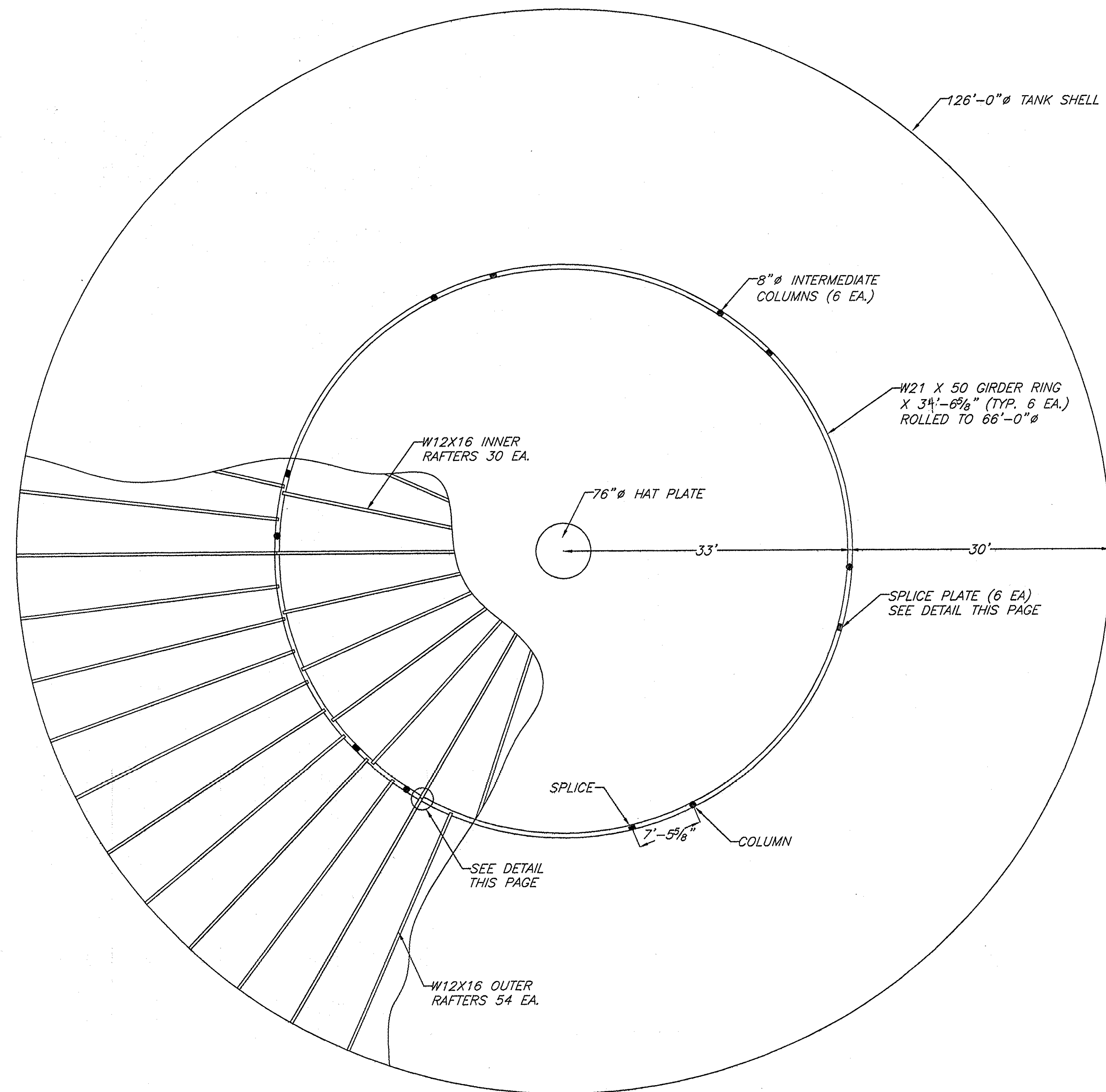
PREPARED FOR: TW CONSTRUCTION COMP

RESOURCE 2305 GLENDALE AVENUE

|         |              |        |       |
|---------|--------------|--------|-------|
| JOB NO. | DESIGNED BY: | DRAWN: | DATE: |
|---------|--------------|--------|-------|

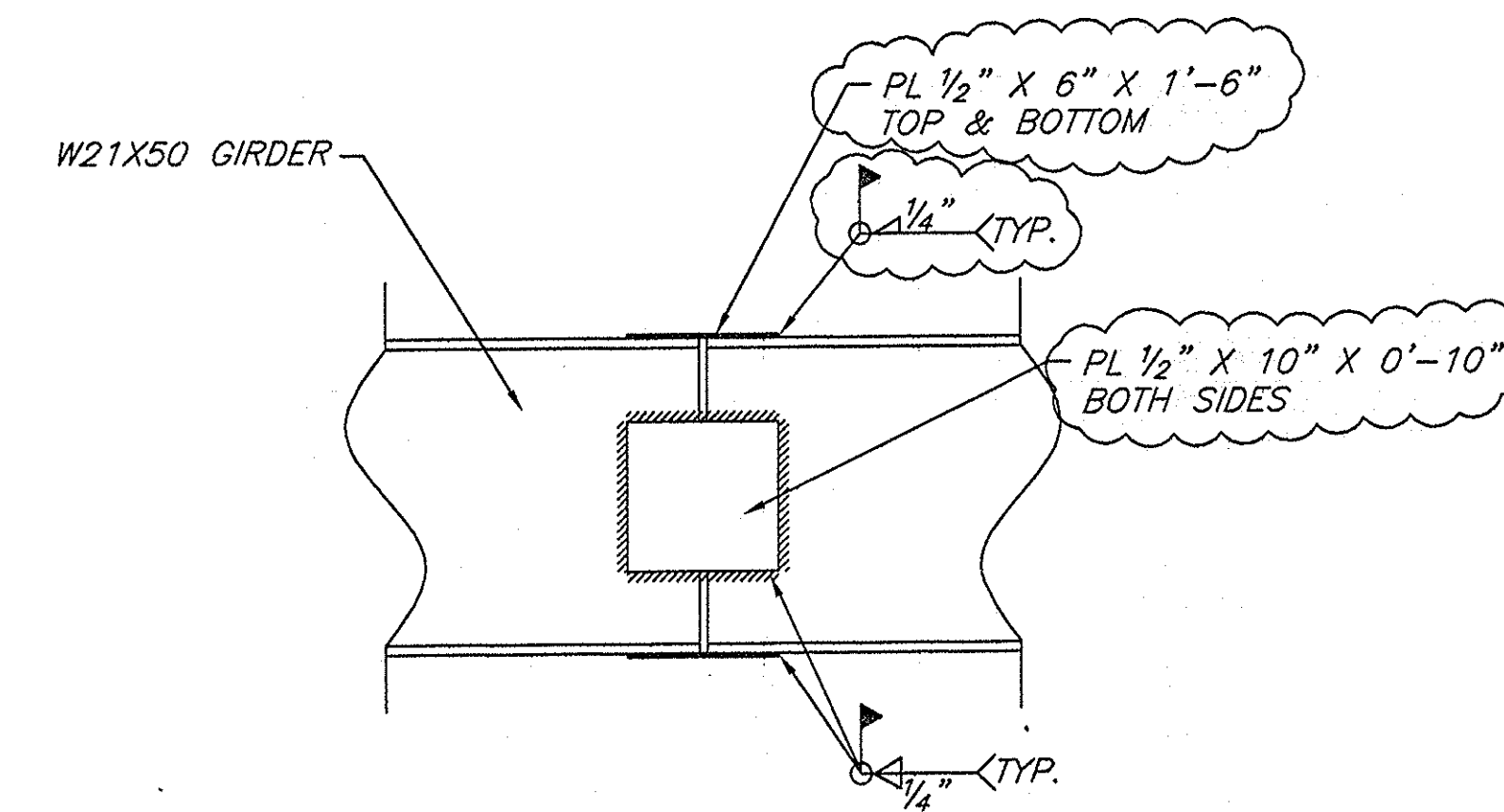
Page 78





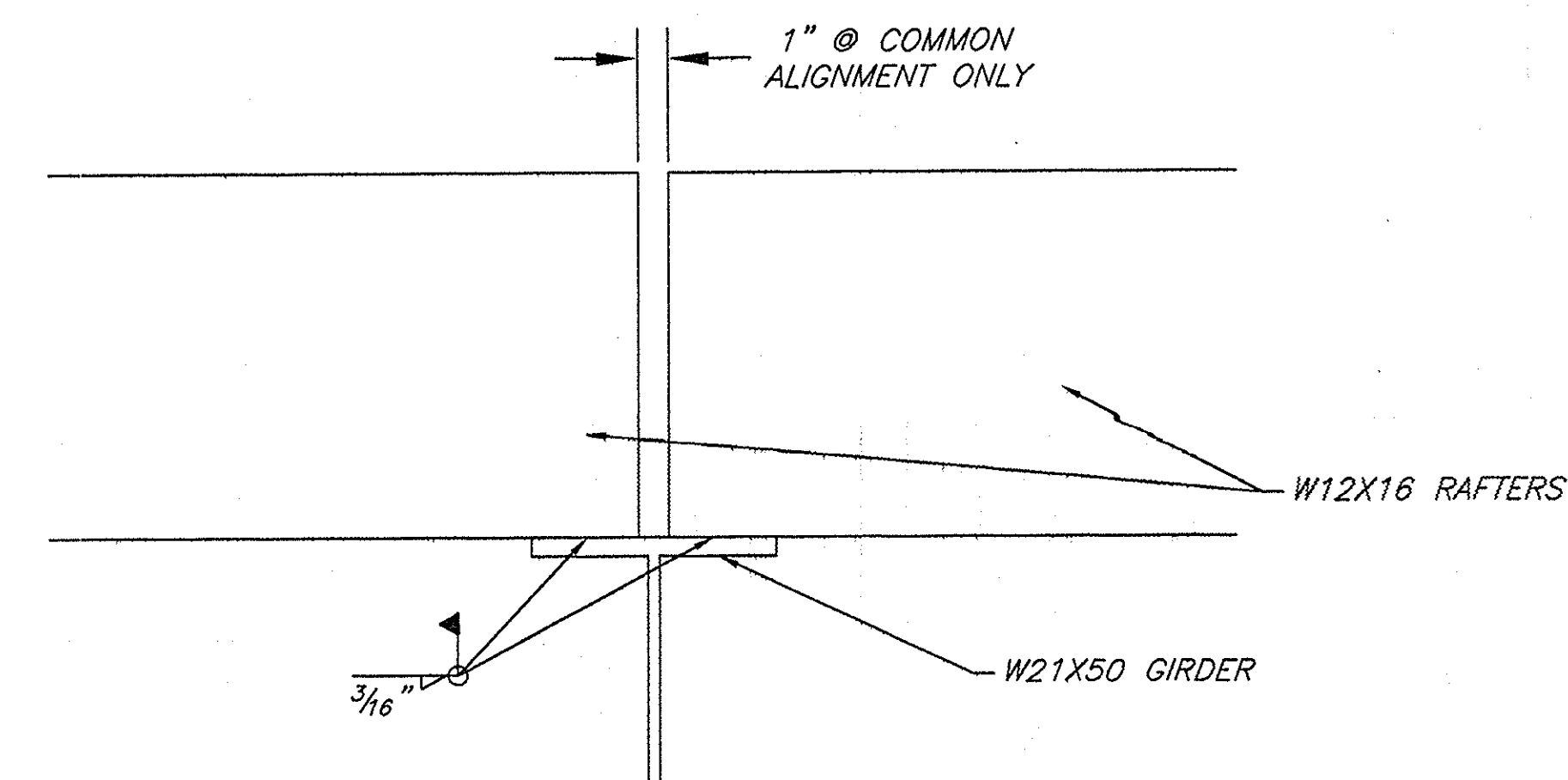
TANK STRUCTURE LAYOUT

SCALE: 1/8"=1'-0"



GIRDER SPLICE DETAIL

SCALE: 1"=1'-0"



RAFTER DETAIL AT GIRDER

N.T.S.

|                                                                                |           |                       |
|--------------------------------------------------------------------------------|-----------|-----------------------|
| NOMINAL CAPACITY                                                               | 3,357,392 | GALLONS               |
| NOMINAL DIAMETER                                                               | 126'-0"   | NOMINAL HEIGHT 36'-0" |
| YEAR ERECTED                                                                   | 2004      | CONTRACT NUMBER 03071 |
| FABRICATED AND ERECTED BY<br><b>RESOURCE DEVELOPMENT CO.</b><br>SPARKS, NEVADA |           |                       |

NAME PLATE

N.T.S.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <input checked="" type="checkbox"/> NO EXCEPTIONS TAKEN                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> FURNISH AS CORRECTED |
| <input type="checkbox"/> SUBMIT SPECIFIC ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> REVISE AND RESUBMIT  |
| <input type="checkbox"/> REJECTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               |
| Review is only for general conformance with the design concept of the project and general compliance with the information included in the Contract Documents. Any action shown is subject to the requirements of the drawings and specifications. Contractor is responsible for: correlating and confirming dimensions at the job site; choice of fabrication processes and techniques of construction; coordination of his work with that of other trades; and performing the work in a safe and satisfactory manner. |                                               |
| ALAN T. POWER<br>STRUCTURAL ENGINEER, LTD.<br>DEC 30 2003 By Alan Power                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                               |

NEW 126'-0" X 36'-0" SHELL  
FIELD WELDED AWWA D100(96)  
3,357,392 GALLON WATER STORAGE TANK  
SPANISH SPRINGS

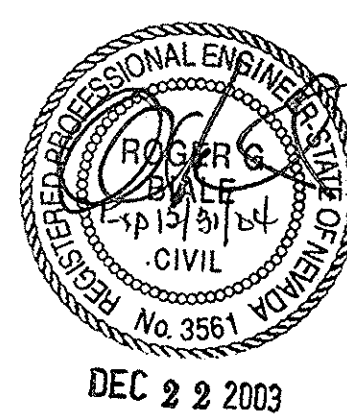
OWNER: CITY OF SPARKS  
431 PRATER WAY  
SPARK, NV 89432-0857

PREPARED FOR: TW CONSTRUCTION COMPANY  
2050 KLEPPE LANE  
RENO, NV 89502

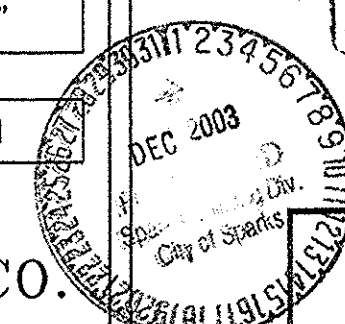
**RESOURCE DEVELOPMENT COMPANY**  
2305 GLENDALE AVENUE  
SPARKS, NEVADA 89431  
(775) 356-8004  
FAX (775) 356-0610

JOB NO. 03071 DESIGNED BY: BNA DRAWN: BNA DATE: NOV. 2003 SHEET NO. 3 OF 3 SHEETS

| REVISIONS |               |     |
|-----------|---------------|-----|
| NO.       | DESCRIPTION   | BY  |
| 1         | ENG. COMMENTS | BNA |
|           |               |     |
|           |               |     |
|           |               |     |
|           |               |     |
|           |               |     |
|           |               |     |



DEC 22 2003



# **Forms**

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

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





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**GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT**

**BID # 25/26-002**  
**PWP# WA-26-015**

THIS CONTRACT made and entered into on this **DAY day of MONTH, YEAR** 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 **CONTRACTORNAME**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

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

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

**2. Payment for Project Services**

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

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



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

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

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

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

**3. Time for Completion:**

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within forty (40) working days after the commencement date set forth in the Notice to Proceed within the timeframe described above. The project shall be completed by April 1, 2026. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

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

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

**4. No Unlawful Discrimination:**

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or





termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of these provisions by Contractor shall constitute a material breach of contract. In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

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

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

**5. No Illegal Harassment:**

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

**6. Lawful Performance:**

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

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

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

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



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

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

**8. Prevailing Wages:**

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects."

The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

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

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

- A. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- B. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.
- C. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:



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

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

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

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

**9. Apprenticeship Utilization Act:**

Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Contractor acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Contractor acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

**10. Acceptance by the City:**

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

**11. 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.



## 12. Notices:

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

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

CONTRACTOR:  
CONTACT  
CONTRACTORNAME  
ADDRESS  
CITY, STATE ZIP  
e-mail:

## 13. Arbitration:

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

## 14. Jurisdiction and Venue:

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

## 15. Indemnification:

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.

**In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

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.

**16. Licenses and Permits:**

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

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

**17. 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                   |
| No                          | 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.

#### ***Electronic Data Liability***

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

#### ***Railroad Protective Liability***

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the 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:  | <b>\$1,000,000</b> Bodily Injury by Accident – Each Accident |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Each Employee  |
|                        | <b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit   |

#### ***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

#### **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.

#### **18. Liquidated Damages:**

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) **\$500.00** for each **working** day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

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

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

#### **20. 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.

#### **21. Termination:**

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



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**22. Assignment:**

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

**23. 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.

**24. 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.

**25. Headings:**

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

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

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

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

**27. 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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**THIS SPACE INTENTIONALLY LEFT BLANK**



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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.

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

CITY OF SPARKS, NEVADA  
A Municipal Corporation

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

By: \_\_\_\_\_  
Ed Lawson, Mayor

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

APPROVED AS TO FORM

ATTEST:

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

\_\_\_\_\_  
City Clerk

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: \_\_\_\_\_  
Bond #: \_\_\_\_\_  
Surety Rating: \_\_\_\_\_  
NV License #: \_\_\_\_\_  
Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **CONTRACTORNAME** hereinafter designated as the “Principal” a contract for Bid # **25/26-002**, PWP # **WA-2026-015**, for the **GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT** and

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

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

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

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

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

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

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



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

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

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

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

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

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTORNAME** hereinafter designated as the “Principal” a contract for Bid # **25/26-002**, PWP # **WA-2026-015**, for the **GOLDEN EAGLE REGIONAL PARK EFFLUENT TANK REHAB PROJECT** and

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

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

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

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

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

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

By \_\_\_\_\_

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

By \_\_\_\_\_