

**BID FOR**  
**GREG STREET SANITARY SEWER LIFT STATION**  
**INTERNAL REHABILITATION PROJECT**

**BID # 25/26-007**

**PWP # WA-2026-200**

**BIDS DUE NOT LATER THAN: 1:45 PM ON APRIL 8, 2026**

**PUBLIC BID OPENING: 2:00 PM ON APRIL 8, 2026**

**[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  
GREG STREET SANITARY SEWER LIFT STATION INTERNAL REHABILITATION  
PROJECT  
BID #25/26-007 / PWP# WA-2026-200**

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 APRIL 8, 2026**. 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 APRIL 8, 2026. 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 APRIL 8, 2026**, via Microsoft Teams video/audio conferencing. Meeting # 273 289 509 226 10 Meeting Passcode: UJ7uB2Ja with a direct link of: <https://teams.microsoft.com/meet/27328950922610?p=QwP5zxss8JHpU22qjb>

**PROJECT DESCRIPTION:** Removal and replacement of sanitary sewer lift station pumps, motors, controls, enclosure and all necessary appurtenances.

**PRE-BID MEETING:** at **11:00 AM ON MARCH 24, 2026** via Microsoft Teams video/audio conferencing. Meeting # 255 184 653 222 54 Meeting Passcode: rD29fK9E with a direct link of: <https://teams.microsoft.com/meet/25518465322254?p=gRaQhCv8BMPuCsrbG4>

**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 City Engineer at [asosa@cityofsparks.us](mailto:asosa@cityofsparks.us) or at (775) 353-7809 The individual responsible for coordinating this bid is: Amber Sosa P.E., City Engineer

Reno Gazette Journal Legal Notices Section  
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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: GREG STREET SANITARY SEWER LIFT STATION  
 INTERNAL REHABILITATION PROJECT**

**BID #25/26-007 / PWP# WA-2026-200**

**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	1	LS	Mobilization and Demobilization	/LS	\$
2	1	LS	Temporary Traffic Control	/LS	\$
3	1	LS	Sewer Bypassing and Diversion	/LS	\$
4	1	LS	Removal and Replacement of Sanitary Sewer Lift Station Pumps, Motors, Controls, Electrical, and All Necessary Appurtenances	/LS	\$
5	1	LS	Force Account (Contingent)	\$20,000.00/LS	\$20,000.00
<b>Total Price for GREG ST SANITARY SEWER LIFT STATION INTERNAL REHABILITATION PROJECT</b>					
\$ _____ (written total bid price)					\$ _____

## 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 **GREG STREET SANITARY SEWER LIFT STATION INTERNAL REHABILITATION PROJECT**, Bid # **25/26-007**, 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.

(Printed Name of Contractor/Bidder) Contractor/Bidder: \_\_\_\_\_  
BY: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State / Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
(Signature of Principal) Signature: \_\_\_\_\_  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, 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 \_\_\_\_\_



**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 # **25/26-007**, PWP # **WA-2026-200**, for the **GREG STREET SANITARY SEWER LIFT STATION INTERNAL REHABILITATION 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 **GREG STREET SANITARY SEWER LIFT STATION INTERNAL REHABILITATION 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



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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



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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:**

## General Conditions



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.

<b>Applicable to this Contract</b>	<b>Insurance Type</b>	<b>Minimum Limit</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
<b>Yes</b>	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
<b>Yes</b>	Automobile Liability	\$1,000,000	✓	✓	
<b>Yes</b>	Workers’ Compensation	Statutory	✓	N/A	✓
<b>Yes</b>	Employer’s Liability	\$1,000,000	✓	N/A	
<b>No</b>	Professional Liability	\$1,000,000	✓	N/A	N/A
<b>No</b>	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 entitles 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



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- (a) A notice of protest must include a written statement setting forth specifically 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, discounts offered 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 in 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



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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 for notifying 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  
GREG STREET SANITARY SEWER LIFT STATION INTERNAL REHABILITATION  
PROJECT  
BID #25/26-007 / PWP# WA-2026-200**

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 project consists of mobilization; temporary traffic control; sewer bypassing and flow diversion to maintain continuous service; removal and replacement of existing pumps, motors, electrical systems, controls, and related appurtenances; coordination with the City's SCADA provider and NV Energy; and testing and commissioning of the rehabilitated lift station to ensure full operational functionality in accordance with the contract documents.

The location of the work is within the City limits of the City of Sparks, Washoe County, Nevada. For use in determining proper prevailing wage rates, the project is approximately XX miles from the City of Reno Court House.

**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 most current edition of the City of Sparks "Standard Details" located on the City's website: [www.cityofsparks.us](http://www.cityofsparks.us). For any work not specifically covered by the City's "Standard Details", the contractor shall refer to the "Standard Details for Public Works Construction" (Orange Book), and any revisions thereto if not covered or amended by the Special Provisions.

**SECTION 4: NOTICE TO PROCEED**

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. 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 time limits.

**SECTION 5: WORKING DAYS**

The work to be performed under this Contract shall be commenced after all executed Contract Documents have been submitted. The work, including any and all alternates and options, shall be completed within forty (20) working days after the commencement date set forth in the Notice to Proceed within the timeframe described above. Notice to proceed date will be determined once lift station procurement time line has been established.

## **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 after the twentieth (20) working day completion time limit.

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 Project Engineer or City Engineer.

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 Project Manager and/or 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" and required by the City of Sparks.

#### **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 5:00 A.M. until 7:00 P.M., Monday through Friday and 8:00 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.

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
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.

The Contractor shall provide, at a minimum, the following submittals:

- Shop drawings and product data for sanitary sewer lift station pumps and motors
- Pump performance curves, certified test data, and manufacturer's installation instructions
- Electrical equipment shop drawings, including control panels, motor starters, VFDs (if applicable), and enclosures
- Instrumentation and control equipment data, including coordination information for City-furnished SCADA components
- Wiring diagrams, panel layouts, and electrical schematics
- Bypass pumping plan, including equipment specifications and flow calculations
- Temporary traffic control plan
- Certificates of compliance for all major equipment and materials
- Operation and Maintenance (O&M) manuals
- Warranty documentation
- Additional submittals may be required as identified in the contract plans and technical specifications.

## **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
- Message board locations
- Location of flaggers
- Types and locations of traffic control devices
- Construction phasing

- Method for maintaining traffic signal functions
- 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: 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.

**BID ITEM CLARIFICATIONS**  
**GREG STREET SANITARY SEWER LIFT STATION INTERNAL REHABILITATION**  
**PROJECT**  
**BID# 25/26-007 / PWP# WA-2026-200**

**GENERAL INFORMATION**

The Engineer's estimated quantity, as contained in the bid schedule, is based on the information in the contract documents, and no guarantee is made that the quantity. Pay quantities will be based on actual installed measurements and computations. No allowance for change in unit price amounts 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 installed and measured.

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, and licenses; moving onto and off the site equipment and materials; furnishing and erecting construction trailers and other construction facilities (as necessary); and all preparatory work as required for the proper performance and completion of the project, including any and all work items not identified in a separate bid item.

Partial payment will be made based upon percent completion of the work.

**BID ITEM 2: TEMPORARY TRAFFIC CONTROL (LUMP SUM)**

No specific unit of measurement shall apply to the lump sum item "Temporary Traffic Control".

The lump sum bid price for "Temporary Traffic Control" shall constitute full compensation for all labor, equipment, tools, supplies and materials to complete this item, including, but not limited to, preparation and distribution of plans for approval by the City of Sparks Project Manager, notices and reports; setup, removal and maintenance of all barricades, signs (including custom signs), channelizing devices, barrel cones, flag persons, detours, and removal of temporary traffic control items. There shall be no additional payment for changes in the traffic control plan required as a result of changes in the Contractor's work method or schedule. Payment for traffic control shall be made at the contract unit price bid per lump sum for entire project.

Partial payment will be made based upon percent completion of the work.

**BID ITEM 3: SEWER BYPASSING AND DIVERSION (LUMP SUM)**

No specific unit of measurement shall apply to the lump sum item "Sewer Bypassing and Diversion".

The lump sum bid price for "Sewer Bypassing and Diversion" shall constitute full compensation for all

planning, design, labor, cost for use of private property (if this is implemented by the Contractor), equipment, tools, supplies and materials to complete this item. Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work in accordance with the specific needs of the sanitary sewer lift station rehab. All references to the bypass pumping and/or bypass pumping system and/or sewer diversion include, but are not limited to, all pumps, piping, valves, plugs or flow-through plugs, and other equipment needed to move the intended flow from one location to another.

This item also includes any lateral or main pipe flow diversion and/or flow management within the lift station structure.

This item also includes verifying the size of all structure penetrations prior to finalizing bypass and/or flow management plans to ensure that the Contractor has obtained the proper equipment for sewer bypassing and diversion.

Partial payment will be made based upon percent completion of the work.

**BID ITEM 4: REMOVAL AND REPLACEMENT OF SANITARY SEWER LIFT STATION PUMPS, MOTORS, CONTROLS, ENCLOSURE, AND ALL NECESSARY APPURTENANCES (LUMP SUM)**

No specific unit of measurement shall apply to this lump sum item.

The lump sum bid price shall constitute full compensation for all labor, equipment, materials, coordination, testing, and incidentals required to remove existing electrical components and to furnish, install, connect, and place into service all pump station electrical systems, in accordance with the contract plans and specifications.

This bid item includes, but is not limited to:

- Removal of existing pumps, motors, appurtenances and electrical equipment associated with the sanitary sewer lift station.
- Furnishing and installing all new pumps, motors, appurtenances and electrical power, control, and instrumentation wiring and connections.
- Coordination with the City's SCADA controls provider for all work related to instrumentation and control (I&C) integration.
- Coordination of installation schedules with the Engineer, City, SCADA controls provider, and NV Energy.

The City's SCADA controls provider will furnish specific instrumentation and control equipment and associated input/output (I/O) components as identified in the contract documents. The CONTRACTOR's responsibility under this bid item is limited to coordination, installation support, wiring terminations, and testing of City-furnished SCADA equipment, unless otherwise indicated in the plans or specifications.

The CONTRACTOR shall perform a complete operational check of the pump station electrical systems and shall coordinate with the City's SCADA controls provider to perform operational testing of all associated instrumentation and control equipment. City staff and the City's SCADA controls provider shall be present during operational testing to verify successful system operation.

If successful operation is not confirmed, the CONTRACTOR shall make all necessary corrections and repeat operational testing until successful operation is achieved and accepted by the City, at no additional cost.

**BID ITEM 5: FORCE ACCOUNT (CONTINGENT ITEM)**

A Force Account has been established for this project and shall be included in each bid. The Force Account is a contingent item and will be utilized only as necessary for extra work authorized and approved by the City of Sparks.

**TECHNICAL SPECIFICATIONS  
FOR  
CITY OF SPARKS  
GREG STREET SANITARY SEWER LIFT STATION INTERNAL REHABILITATION  
PROJECT**

**BID #25/26-007 / PWP# WA-2026-200**

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 100 – REMOVAL OF EXISTING LIFT STATION COMPONENTS

SECTION 200 – LIFT STATION REPLACEMENT COMPONENTS

SECTION 300 – SANITARY SEWER BYPASS PUMPING

SECTION 400 – TRAFFIC CONTROL

**APPENDICIES**

APPENDIX B – SITE LOCATION

**SECTOIN 100**  
**REMOVAL OF EXISTING LIFT STATION COMPONENTS**

Unless otherwise amended in these Technical Specifications, all materials, construction methods, etc. shall follow the Standard Specifications for Public Works Construction (Orange Book), 2012 version.

**100.01 Scope of Work.**

The work shall include, but is not limited to, the following:

**100.02 Pre-Removal Activities**

1. Coordinate with Owner for shutdown scheduling and bypass pumping requirements.
2. Provide and maintain temporary bypass pumping as required to maintain continuous wastewater service.
3. Disconnect and isolate all electrical, instrumentation, and control components.

**100.03 Removal of Existing Facilities**

1. Remove pumps, motors, piping, valves, fittings, control panels, wet well connections, and all associated appurtenances.
2. Remove station enclosure, skid, and foundation components as required or as shown on the plans.
3. Properly cap, plug, or otherwise secure all existing sewer connections left in place.

**100.04 Handling and Disposal**

1. Pumps and motors shall be salvaged and surrendered to the Owner; all other removed materials shall become the property of the Contractor unless otherwise noted by the Owner.
2. Dispose of all materials off-site at an approved facility in accordance with all applicable regulations.
3. Handle any fluids, residual sewage, or hazardous materials in compliance with environmental requirements.
4. 3.4 Site Restoration
5. Restore disturbed areas to a condition equal to or better than existing, including grading, compaction, and surface treatment.
6. Coordinate with installation of the new station to ensure proper interface and readiness.

**100.05 Electrical Requirements**

1. All electrical disconnections shall be performed by a qualified electrician. The Contractor shall coordinate with the utility provider and Owner to safely de-energize and remove all electrical service components associated with the existing station.

**100.06 Measurement And Payment**

1. Payment for removal of the existing lift station shall be considered incidental to the project unless otherwise specified in the Bid Schedule. No separate payment will be made for bypass pumping, disposal, or restoration unless specifically identified.

## **100.07 Cleanup**

### **A. Description.**

This work shall consist of furnishing all materials, equipment, and labor for the cleanup of construction areas as specified and/or as directed by the City Project Coordinator. In addition, all requirements of the Washoe County District Health Department for the Dust Control Permit and NDEP's Stormwater Pollution Prevention Plan shall be complied with at all times during the work.

### **B. Pavement Surfaces.**

A power sweeper and/or water truck shall be used to clean the roadway section. A power broom will not be an acceptable means of cleaning the site. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris.

The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage and tracking on haul routes. Any such spillage and tracking shall be removed immediately and the area cleaned. There shall be no additional compensation for cleanup and maintenance of the site or for cleanup of spillage and tracking on haul routes.

All debris from any affected manholes and catch basins shall be removed at the time of the disturbance.

**END OF SECTION**

**SECTION 200**  
**FACTORY-BUILT 6X6 ABOVE GROUND PUMP STATION**  
**WITH DUPLEX SELF-PRIMING PUMPS**

**Greg Street Station Replacement – Gorman-Rupp P/S, SN# 97-4865-AM**

**STATION INFORMATION**

Application Type: Lift Station  
Station Type: AM  
Voltage: 3/60/200

**PUMPS AND OPTIONS**

PUMP(S)  
Gorman Rupp Pump Model: Quantity (2), T4A3S-B /WW  
Design Condition 420 GPM @ 33 Feet TDH  
Reprime Lift: 15 Feet  
Horsepower: 7.5 HP

**PART - GENERAL**

**200.01.01 Description**

Work under this section includes, but is not limited to furnishing and installing a factory built duplex pump station as indicated on the project drawings, herein specified, as necessary for proper and complete performance.

**200.01.02 Components**

- A. Publications listed below form part of this specification to extent referenced in the text by basic designation only. Consult latest edition of publication unless otherwise noted.
1. American National Std. Institute (ANSI) / American Water Works Assoc. (AWWA)
    - a. ANSI B16.1 Cast iron pipe flanges and flanged fittings.
    - b. ANSI/AWWA C115/A21.51 Cast/ductile iron pipe with threaded flanges.
    - c. ANSI 253.1 Safety Color Code for Marking Physical Hazards.
    - d. ANSI B40.1 Gages, Pressure and Vacuum.
    - e. AWWA C508 Single Swing Check Valves.
  2. American Society for Testing and Materials (ASTM)
    - a. ASTM A48 Gray Iron Castings.
    - b. ASTM A126 Valves, Flanges, and Pipe Fittings.
    - c. ASTM A307 Carbon Steel Bolts and Studs.
    - d. ASTM A36 Structural Steel.
  3. Institute of Electrical and Electronics Engineers (IEEE)
    - a. IEEE Std 100 Standard Dictionary of Electrical Terms.
    - b. IEEE Std 112 Test Procedure for Polyphase Induction Motors.
    - c. IEEE Std 242 Protection of Industrial and Control Power Systems.
  4. National Electric Code (NEC) / National Electrical Manufacturers' Assoc. (NEMA)
    - a. NEC National Electrical Code.



of construction, major dimensions, motor and v-belt drive data, pump characteristic curves showing the design duty point capacity (GPM), head (FT), net positive suction head required (NPSHr), and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.

#### B. Shop Drawings

3. Shop drawings shall provide layout of mechanical equipment and anchor bolt locations for station. Pipe penetrations and station access clearances shall be dimensioned relative to the station centerline. The electrical ladder logic drawings shall illustrate motor branch and liquid level control circuits to extent necessary to validate function and integration of circuits to form a complete working system.

#### C. Operations and Maintenance Manuals

4. Operation shall be in accordance with written instructions provided by the pump station manufacturer. Comprehensive instructions supplied at time of shipment shall enable personnel to properly operate and maintain all equipment supplied. Content and instructions shall assume operating personnel are familiar with pumps, motors, piping and valves, but lack experience on exact equipment supplied.
5. Documentation shall be specific to the pump station supplied and collated in functional sections. Each section shall combine to form a complete system manual covering all aspects of equipment supplied by the station manufacturer. Support data for any equipment supplied by others, even if mounted or included in overall station design, shall be provided by those supplying the equipment. Instructions shall include the following as a minimum:
  - a. Functional description of each major component, complete with operating instructions.
  - b. Instructions for operating pumps and pump controls in all modes of operation.
  - c. Calibration and adjustment of equipment for initial start-up, replacement of level control components, or as required for routine maintenance.
  - d. Support data for commercially available components not produced by the station manufacturer, but supplied in accordance with the specifications, shall be supported by literature from the prime manufacturer and incorporated as appendices.
  - e. Electrical schematic diagram of the pump station circuits shall be in accordance with NFPA 70. Schematics shall illustrate, to the extent of authorized repair, pump motor branch, control and alarm system circuits including interconnections. Wire numbers and legend symbols shall be shown. Schematic diagrams for individual components, not normally repairable by the station operator, need not be included. Details for such parts shall not be substituted for an overall system schematic. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall system diagram.
  - f. Mechanical layout drawing of the pump station and components, prepared in accordance with good commercial practice, shall provide installation dimensions and location of all pumps, motors, valves and piping.
6. Operation and maintenance instructions which rely on vendor cut-sheets and literature which include general configurations, or require operating personnel to selectively read portions of

the manual shall not be acceptable. Operation and maintenance instructions must be specific to equipment supplied in accordance with these specifications.

## **200.01.05 Quality Assurance**

### **A. Manufacturer's Qualifications**

1. The pumps and pump station manufacturer must be ISO 9001:2008 revision certified, with scope of registration including design control and service after sales activities.
2. The pumps and pump station manufacturer must be registered to the ISO 14001 Environmental Management System standard and as such is committed to minimizing the impact of its activities on the environment and promoting environmental sustainability by the use of best management practices, technological advances, promoting environmental awareness and continual improvement.
3. Upon request from the engineer, the pump station manufacturer shall prove financial stability and ability to produce the station within the specified delivery schedules. Evidence of facilities, equipment and expertise shall demonstrate the manufacturer's commitment to long term customer service and product support.
4. Manufacturer must show proof of original product design and testing. Products violating intellectual property regulations shall not be allowed, as they may violate international law and expose the user or engineer to unintended liabilities. "Reverse-engineered" products fabricated to substantially duplicate the design of original product shall not be allowed, as they may contain substantial differences in tolerances and material applications addressed in the original design, which may contribute to product failure.
5. The term "pump manufacturer" or "pump station manufacturer" shall be defined as the entity which designs, machines, assembles, hydraulically tests and warrants the final product. Any entity that does not meet this definition will not be considered a "pump manufacturer" or "pump station manufacturer" and is not an acceptable supplier. For quality control reasons and future pump and parts availability, all major castings of the pump shall be sourced and machined in North America.

### **B. Pump Performance Certifications**

6. Solids Handling Capability
  - a. All internal passages, impeller vanes, and recirculation ports shall pass a 3" spherical solid. Smaller internal passages that create a maintenance nuisance or interfere with priming and pump performance shall not be permitted. Upon request from the engineer, manufacturer's certified drawings showing size and location of the recirculation port(s) shall be submitted for approval.
7. Reprime Performance
  - a. Consideration shall be given to the sanitary sewage service anticipated, in which debris is expected to lodge between the suction check valve and its seat, resulting in the loss of the pump suction leg, and siphoning of liquid from the pump casing to the approximate center line of the impeller. Such occurrence shall be considered normal, and the pump must be capable of automatic, unattended operation with an air release line installed.

- b. During unattended operation, the pump shall retain adequate liquid in the casing to ensure automatic repriming while operating at its rated speed in a completely open system. The need for a suction check valve or external priming device shall not be required.
- c. Pump must reprime 24 vertical feet at the specified speed and impeller diameter. Reprime lift is defined as the static height of the pump suction above the liquid, while operating with only one-half of the liquid remaining in the pump casing. The pump must reprime and deliver full capacity within five minutes after the pump is energized in the reprime condition. Reprime performance must be confirmed with the following test set-up:
  - 1) A check valve to be installed down stream from the pump discharge flange. The check valve size shall be equal (or greater than) the pump discharge diameter.
  - 2) A length of air release pipe shall be installed between pump and the discharge check valve. This line shall be open to atmosphere at all times duplicating the air displacement rate anticipated at a typical pump station fitted with an air release valve.
  - 3) The pump suction check valve shall be removed. No restrictions in the pump or suction piping will prevent the siphon drop of the suction leg. Suction pipe configuration for reprime test shall incorporate a 2 feet minimum horizontal run, a 90 degree elbow and vertical run at the specified lift. Pipe size shall be equal to the pump suction diameter.
  - 4) Impeller clearances shall be set as recommended in the pump service manual.
  - 5) Repeatability of performance shall be demonstrated by testing five consecutive reprime cycles. Full pump capacity (flow) shall be achieved within five minutes during each cycle.
  - 6) Liquid to be used for reprime test shall be water.
8. Upon request from the engineer, certified reprime performance test results, prepared by the manufacturer, and certified by a registered professional engineer, shall be prepared and forwarded to the customer.

*\*(Optional Certified Pump Performance Test)*

C. Certified Pump Performance Test

1. Tests shall be conducted in accordance with Hydraulic Institute Standards 14.6.3.4 Acceptance Grade 2B at the specified head, capacity, rated speed and horsepower. The performance tests will validate the correct performance of the equipment at the design head, capacity and speed.
2. For pumps utilizing up to (13 HP) motors; but larger than (1.3 HP), tests shall be conducted in accordance with Hydraulic Institute Standards 14.6.3.4.1, as the specified head, capacity, rated speed and horsepower.

D. Factory System Test

9. All internal components including the pumps, motors, valves, piping and controls will be tested as a complete working system at the manufacturer's facility. Tests shall be conducted in accordance with Hydraulic Institute Standards at the specified head, capacity, rated speed and

horsepower. Factory operational test shall simulate actual performance anticipated for the complete station.

10. Upon request from the engineer, the operational test may be witnessed by the engineer, and/or representatives of his choice, at the manufacturer's facility.

E. Manufacturer's Start-up Services

11. The manufacturer's technical representative shall inspect the completed installation, correct or supervise the correction of any defect or malfunction, and instruct operating personnel in the proper operation and maintenance of the equipment as described in Part 3 of this section.

**200.01.06 Manufacturer's Warranty**

- A. The pump station manufacturer shall warrant all equipment to be of quality construction, free of defects in material and workmanship. A written warranty shall include specific details described below.
  1. In addition to defects in material and workmanship, fiberglass reinforced polyester station enclosures are warranted for sixty (60) months to be resistant to rust, corrosion, corrosive soils, effects of airborne contamination or physical failures occurring in normal service for the period of the pump station warranty.
  2. All other equipment, apparatus, and parts furnished shall be warranted for sixty (60) months, excepting only those items that are normally consumed in service, such as light bulbs, oils, grease, packing, gaskets, O-rings, etc. The pump station manufacturer shall be solely responsible for warranty of the station and all components.
- B. Components failing to perform as specified by the engineer, or as represented by the manufacturer, or as proven defective in service during the warranty period, shall be replaced, repaired, or satisfactorily modified by the manufacturer.
- C. It is not intended that the station manufacturer assume liability for consequential damages or contingent liabilities arising from failure of any vendor supplied product or part which fails to properly operate, however caused. Consequential damages resulting from defects in design, or delays in delivery are also beyond the manufacturer's scope of liability.
- D. Equipment supplied by others and incorporated into a pump station or enclosure is not covered by this limited warranty. Any warranty applicable to equipment selected or supplied by others will be limited solely to the warranty, if any, provided by the manufacturer of the equipment.
- E. This limited warranty shall be valid only when installation is made and use and maintenance is performed in accordance with manufacturer recommendations. A start-up report completed by an authorized manufacturer's representative must be received by manufacturer within thirty (30) days of the initial date the unit is placed into service. The warranty shall become effective on the date of acceptance by the purchaser or the purchaser's authorized agent, or sixty (60) days after installation, or ninety (90) days after shipment from the factory, whichever occurs first.

## **PART 2 – PRODUCT**

### **200.02.01 Unitary Responsibility**

- A. In order to unify responsibility for proper operation of the complete pumping station, it is the intent of these Specifications that all system components be furnished by a single supplier (unitary source). The pumping station must be of standard catalog design, totally warranted by the manufacturer. Under no circumstances will a system consisting of parts compiled and assembled by a manufacturer's representative or distributor be accepted.

### **200.02.02 Manufacturer**

- A. The pump station system integrator must be ISO 9001:2000 revision certified, with scope of registration including design control and service after sales activities.
- B. The specifications and project drawings depict equipment and materials manufactured by The Gorman-Rupp Company which are deemed most suitable for the service anticipated. It is not intended, however, to eliminate other products of equal quality and performance. The contractor shall prepare his bid based on the specified equipment for purposes of determining low bid. Award of a contract shall constitute an obligation to furnish the specified equipment and materials.
- C. After execution of the contract, the contractor may offer substitutions to the specified equipment for consideration. The equipment proposed for substitution must be superior in construction and performance to that specified in the contract, and the higher quality must be demonstrated by a list of current users of the proposed equipment in similar installations.
- D. In event the contractor obtains engineer's approval for equipment substitution, the contractor shall, at his own expense, make all resulting changes to the enclosures, buildings, piping or electrical systems as required to accommodate the proposed equipment. Revised detail drawings illustrating the substituted equipment shall be submitted to the engineer prior to acceptance.
- E. It will be assumed that if the cost to the contractor is less for the proposed substitution, then the contract price shall be reduced by an amount equal to the savings.

### **200.02.03 Station Enclosure**

- A. The station enclosure shall contain and protect all pumps, interior piping, valves and associated controls. Enclosure shall incorporate the following design and service features:
  - 1. Access panels must be supplied on all sides. Location and size shall permit access for routine maintenance functions such as pump and motor inspection, drive belt adjustment, and pump clean-out. Non-hinged panels shall be secured with stainless steel tamper-proof hardware.
  - 2. A continuous hinge and latch shall be installed on at least two access panels. The hinged panels shall allow easy access to the electrical controls for frequent adjustments and inspections. A two-point mechanical latch assembly shall secure the panel at top and bottom. Latch handle locks shall be match keyed, requiring only one key to open all access panels.
  - 3. A vent in one access panel shall allow free air flow for enclosure ventilation.
  - 4. The complete station enclosure, less base, must be completely removable after disengaging reusable hardware. After disassembly, no portion of the enclosure (except electrical service

- entrance) shall project above the base surface to interfere with maintenance or endanger personnel.
5. Disassembly and removal of the enclosure shall require no more than two people working without assistance of lifting equipment.
- B. Station enclosure shall be manufactured of molded reinforced orthophthalic polyester resins with a minimum of 30% fiberglass, and a maximum of 70% resin. Resin fillers or extenders shall not be used.
1. Chopped glass fibers of 1 1/4 inch average length shall be sprayed and rolled. Major design consideration shall be given to structural stability, corrosion resistance, and watertight integrity. The polyester laminates shall provide a balance of mechanical, chemical, and electrical properties to insure long life. They must be impervious to micro-organisms, mildew, mold, fungus, corrosive liquids, and gases which are expected to be present in the environment surrounding the wet well.
  2. All interior surfaces of the housing shall be coated with a polyester resin-rich finish providing maintenance-free service, abrasion resistance, and protection from sewage, greases, oils, gasoline, and other common chemicals.
  3. Outside surfaces of the enclosure shall be coated with gel-coat pigmented resin to insure long maintenance-free life and UV protection. Color used shall de-emphasize the presence of dirt, grease, etc.
- C. Station base shall be constructed of pre-cast, reinforced concrete encapsulated in a fiberglass mold. The design shall resist deformation of the structure during shipping, lifting, or handling. Base shall incorporate drainage provisions, and an opening sized to permit installation of piping and service connections to the wet well. After installation, the opening shall serve as a grout dam to be utilized by the contractor. The base shall incorporate anchor bolt recesses for securing the complete station to a concrete pad (supplied by the contractor) in accordance with the project plans.
- D. A blower mounted in the station roof shall be sized to exchange station air volume at least once every two minutes. Blower motor shall energize automatically at approximately 70 degrees F, and turn off at 55 degrees F. The blower motor control circuit shall incorporate a thermal-magnetic circuit breaker providing overcurrent and overload protection. Exhaust and inlet locations shall prevent the entrance of rain, snow, or debris.
- E. Station Heater
1. Pump station shall be provided with a 1300/1500 watt, 115 volt electric heater with cord and grounding plug. Ungrounded heaters shall not be acceptable.
- F. Hand Lamp
1. Pump station shall be provided with a 100 watt, 115 volt AC vapor-tight hand lamp with 25 feet of cord and grounding plug. Hand lamp shall be constructed of corrosion resistant materials, and shall be equipped with a guard and a clear globe. Ungrounded hand lamps may be supplied if provided with an effective means of double insulation.

#### **200.02.04 Pump Design**

- A. Pumps shall be horizontal, self-priming centrifugal type, designed specifically for handling raw, unscreened, domestic sanitary sewage. Pump solids handling capability and performance criteria shall be in accordance with requirements listed under PART 1 - GENERAL of this section.
- B. The pump manufacturer must be ISO 9001:2000 revision certified, with scope of registration including design control and service after sales activities.
- C. Materials and Construction Features
  - 1. Pump casing: Casing shall be cast iron Class 30 with integral volute scroll. Casing shall incorporate following features:
    - a. Mounting feet sized to prevent tipping or binding when pump is completely disassembled for maintenance.
    - b. Fill port coverplate, 3 1/2" diameter, shall be opened after loosening a hand nut/clamp bar assembly. In consideration for safety, hand nut threads must provide slow release of pressure, and the clamp bar shall be retained by detente lugs. A Teflon gasket shall prevent adhesion of the fill port cover to the casing.
    - c. Casing drain plug shall be at least 1 1/4" NPT to insure complete and rapid draining.
    - d. Liquid volume and recirculation port design shall be consistent with performance criteria listed under PART 1 - GENERAL of this section.
  - 2. Coverplate: Coverplate shall be cast iron Class 30. Design must incorporate following maintenance features:
    - a. Retained by hand nuts for complete access to pump interior. Coverplate removal must provide ample clearance for removal of stoppages, and allow service to the impeller, seal, wearplate or check valve without removing suction or discharge piping.
    - b. A replaceable wearplate secured to the coverplate by weld studs and nuts shall be AISI 1015 HRS.
    - c. In consideration for safety, a pressure relief valve shall be supplied in the coverplate. Relief valve shall open at 75-200 PSI.
    - d. Two O-rings of Buna-N material shall seal coverplate to pump casing.
    - e. Pusher bolt capability to assist in removal of coverplate. Pusher bolt threaded holes shall be sized to accept same retaining capscrews as used in rotating assembly.
    - f. Easy-grip handle shall be mounted to face of coverplate.
  - 3. Rotating Assembly: A rotating assembly, which includes impeller, shaft, mechanical shaft seal, lip seals, bearings, sealplate and bearing housing, must be removable as a single unit without disturbing the pump casing or piping. Design shall incorporate following features:
    - a. Sealplate and bearing housing shall be cast iron Class 30. Separate oil filled cavities, vented to atmosphere, shall be provided for shaft seal and bearings. Cavities must be cooled by the liquid pumped. Three lip seals will prevent leakage of oil.

- 1) The bearing cavity shall have an oil level sight gauge and fill plug check valve. The clear sight gauge shall provide easy monitoring of the bearing cavity oil level and condition of oil without removal of the fill plug check valve. The check valve shall vent the cavity but prevent introduction of moist air to the bearings.
  - 2) The seal cavity shall have an oil level sight gauge and fill/vent plug. The clear sight gauge shall provide easy monitoring of the seal cavity oil level and condition of oil without removal of the fill/vent plug.
  - 3) Double lip seal shall provide an atmospheric path providing positive protection of bearings, with capability for external drainage monitoring.
- b. Impeller shall be ductile iron, two-vane, semi-open, non-clog, with integral pump out vanes on the back shroud. Impeller shall thread onto the pump shaft and be secured with a lockscrew and conical washer.
  - c. Shaft shall be AISI 4140 alloy steel unless otherwise specified by the engineer, in which case AISI 17-4 pH stainless steel shall be supplied.
  - d. Bearings shall be anti-friction ball type of proper size and design to withstand all radial and thrust loads expected during normal operation. Bearings shall be oil lubricated from a dedicated reservoir. Pump designs which use the same oil to lubricate the bearings and shaft seal shall not be acceptable.
  - e. Shaft seal shall be oil lubricated mechanical type. The stationary and rotating seal faces shall be tungsten titanium carbide alloy. Each mating surface shall be lapped to within three light bands flatness (35 millionths of an inch), as measured by an optical flat under monochromatic light. The stationary seal seat shall be double floating by virtue of a dual O-ring design; an external O-ring secures the stationary seat to the sealplate, and an internal O-ring holds the faces in alignment during periods of mechanical or hydraulic shock (loads which cause shaft deflection, vibration, and axial/radial movement). Elastomers shall be viton. Cage and spring to be stainless steel. Seal shall be oil lubricated from a dedicated reservoir. The same oil shall not lubricate both shaft seal and shaft bearings. Seal shall be warranted in accordance with requirements listed under PART 1 - GENERAL of this section.
  - f. Pusher bolt capability to assist in removal of rotating assembly. Pusher bolt threaded holes shall be sized to accept same capscrews as used for retaining rotating assembly.
4. Adjustment of the impeller face clearance (distance between impeller and wearplate) shall be accomplished by external means.
    - a. Clearances shall be maintained by a four point external shimless coverplate adjustment system, utilizing a four collar and four adjusting screw design allowing for incremental adjustment of clearances by hand as required. Each of the four points shall be lockable to prevent inadvertent clearance increases or decreases due to equipment vibration or accidental operator contact. The four point system also allows for equal clearance gaps at all points between the impeller and wear plate. Requirement of realignment of belts, couplings, etc., shall not be acceptable. Coverplate shall be capable of being removed without disturbing clearance settings. Clearance adjustment systems that utilize less than four points will not be considered.

- b. There shall be provisions for additional clearance adjustment in the event that adjustment tolerances have been depleted from the coverplate side of the pump. The removal of stainless steel shims from the rotating assembly side of the pump shall allow for further adjustment as described above
  - c. Clearance adjustment which requires movement of the shaft only, thereby adversely affecting seal working length or impeller back clearance, shall not be acceptable.
5. Suction check valve shall be molded Neoprene with integral steel and nylon reinforcement. A blow-out center shall protect pump casing from hydraulic shock or excessive pressure. Removal or installation of the check valve must be accomplished through the coverplate opening, without disturbing the suction piping. Sole function of check valve shall be to save energy by eliminating need to reprime after each pumping cycle. Pumps requiring a suction check valve to assist reprime will not be acceptable.
  6. Spool flanges shall be one-piece cast iron, class 30 fitted to suction and/or discharge ports. Each spool shall have one 1-1/4" NPT and one 1/4" NPT tapped hole with pipe plugs for mounting gauges or other equipment.

#### D. Serviceability

1. The pump manufacturer shall demonstrate to the engineer's satisfaction that consideration has been given to reducing maintenance costs.
2. No special tools shall be required for replacement of any components within the pump.

#### E. Drain Kit

1. Pumps to be supplied with a drain kit for ease of maintenance. The kit shall contain 10' length of reinforced plastic hose with a female quick connect fitting at one end, and factory installed drain fittings in each pump. Fittings include a stainless steel pipe nipple, stainless steel bushing, stainless steel ball valve and aluminum male quick connect fitting.

#### F. Spare Parts Kit:

1. The following minimum spare parts shall be furnished with the pump station:
  - a. One pump mechanical seal
  - b. Required cover plate O-Ring(s)
  - c. One rotating assembly O-Ring(s)
  - d. One set of impeller clearance adjustment spacers

### **200.02.05 Valves And Piping**

- A. Check Valve: Each pump shall be equipped with a full flow type check valve capable of passing a 3" spherical solid. Valve shall be constructed with flanged ends and fitted with an external lever and torsional spring. Valve seat shall be constructed of stainless steel, secured to the body to ensure concentricity, sealed by an O-ring, and shall be replaceable. The valve body shall be cast iron incorporating a clean-out port large enough to allow removal and/or replacement of the valve clapper without removing valve or piping from the line. Valve clapper shall have a molded neoprene seating surface incorporating low pressure sealing rings. Valve hinge pin and internal hinge arm shall be stainless steel supported on each end in brass bushings. Shaft nut shall have double O-rings which shall be easily replaceable without requiring access to interior of

valve body. All internal hardware shall be stainless steel. Valve shall be rated at 175 PSI water working pressure, 350 PSI hydrostatic test pressure. Valves other than full flow type or valves mounted in such a manner that prevents the passage of a 3" spherical solid shall not be acceptable.

B. Plug Valve: A 3-way plug valve must allow either or both pumps to be isolated from the force main. The plug valve shall be non-lubricated, tapered type. Valve body shall be cast iron with flanged end connections drilled to 125 pound standard. The drip-tight shutoff plug shall be mounted in stainless steel bearings, and shall have a resilient facing bonded to the sealing surface. Valve shall be operated with a single lever actuator providing lift, turn, and reseal action. The lever shall have a locking device to hold the plug in the desired position.

C. Automatic air release valves:

1. An automatic air release valve shall be furnished for each pump designed to permit the escape of air to the atmosphere during initial priming or unattended repriming cycles. Upon completion of the priming cycle or repriming cycle, the valve shall close to prevent recirculation. Valves shall provide visual indication of valve closure, and shall operate solely on discharge pressure. Valves which require connection to the suction line shall not be acceptable.
2. All valve parts exposed to sewage shall be constructed of cast iron, stainless steel, or similar corrosion resistant materials. Diaphragms, if used, shall be of fabric-reinforced neoprene or similar inert material.
3. A cleanout port, three inches in diameter, shall be provided for ease of inspection, cleanout, and service.
4. Valves shall be field adjustable for varying discharge heads.
5. Connection of the air release valves to the station piping shall include stainless steel fittings.

D. Gauge Kit

1. A gauge kit shall be supplied for each pump. Suction pressure must be monitored by a glycerin-filled compound gauge, and discharge pressure by a glycerin-filled pressure gauge. Gauges to be at least 4 inches in diameter, graduated in feet water column. Rated accuracy shall be 1% of full scale reading. Compound gauge shall be graduated -34 to +34 feet water column minimum. Pressure gauge to be graduated 0 to 140 feet water column minimum.
2. Gauges to be factory mounted on a resilient panel with frame assembly secured to pumps or piping. Gauge installations shall be complete with all hoses and stainless steel fittings, including a shutoff valve for each gauge line at the point of connection to suction and discharge pipes.

E. Piping

1. Flanged header pipe shall be centrifugally cast, ductile iron, complying with ANSI/AWWA A21.51/C115 and class 53 thickness.
2. Flanges shall be cast iron class 125 and Comply with ANSI B16.1.
3. Pipe and flanges shall be threaded and suitable thread sealant applied before assembling flange to pipe.

4. Bolt holes shall be in angular alignment within 1/2 degree between flanges. Flanges shall be faced with a gasket finish having concentric grooves a minimum of 0.01 inch deep by approximately 0.03 inch wide, with a minimum of three grooves on any given surface spaced a maximum of 1/4 inch apart.

F. Supports and Thrust Blocks: Contractor must insure all pipes connected to the pump station are supported to prevent piping loads from being transmitted to pumps or station piping. Pump station discharge force main piping shall be anchored with thrust blocks where shown on the contract drawings.

#### **200.02.06 Drive Unit**

A. Motors (Note: Maximum motor frame size is 326T open drip-proof.)

1. Pump motors shall be 7.5 HP, horizontal ODP, 1,800 RPM, NEMA design B with cast iron frame with copper windings, induction type, with class F insulation and 1.15 Service Factor for normal starting torque and low starting current characteristics, suitable for continuous service. The motors shall not overload at the design condition or at any head in the operating range as specified. Motors shall be suitable for operation using the utility power available specified in part 1 of this section.
2. Motors shall be tested in accordance with provisions of ANSI/IEEE Std. 112, Method B.

B. Drive Transmission

1. Power to pumps transmitted V-belt drive assemblies. The sheave/belt combination shall provide the speed ratio needed to achieve the specified pump operating conditions.
2. Each drive assembly shall utilize at least two V-belts providing minimum a combined safety factor of 1.5. Single belt drives or systems with a safety factor of less than 1.5 are not acceptable. Computation of safety factors shall be based on performance data published by the drive manufacturer.
3. Precise alignment tolerances of the drive assemblies shall be achieved by means of a belt/sheave laser alignment system resulting in the reduction of vibration, accelerated wear, and premature failure.
4. The pump manufacturer shall submit power transmission calculations which document the following:
  - a. Ratio of pump/motor speed.
  - b. Pitch diameter of driver and driven sheaves.
  - c. Number of belts required per drive.
  - d. Theoretical horsepower transmitted per belt, based on vendor's data.
  - e. Center distance between pump and motor shafts.
  - f. Arc-length correction factor applied to theoretical horsepower transmitted.
  - g. Service factor applied to established design horsepower.
  - h. Safety factor ratio of power transmitted/brake horsepower required.
5. Pump drives to be enclosed on all sides by a guard constructed of fabricated steel or combination of materials including expanded, perforated, or solid sheet metal. No opening to a rotating member shall exceed 1/2 inch.

- a. Guards must be completely removed without interference from any unit component, and shall be securely fastened and braced to the unit base.
- b. Metal to be free from burrs and sharp edges. Structural joints shall be continuously welded. Rivet spacing on panels shall not exceed five inches. Tack welds shall not exceed four inch spacing.
- c. The guard shall be finished with one coat of gray W.R. non-lift primer and one coat of orange acrylic alkyd W.R. enamel in accordance with section 3, Color Definitions of ANSI 253.1; Safety Color Code for Marking Physical Hazards.

#### **200.02.07 Finish**

- A. Pumps, piping and exposed steel framework shall be cleaned prior to coating using an approved solvent wipe or phosphatizing cleaner. The part must thoroughly dry before paint application. Open joints shall be caulked with an approved polyurethane sealant. Exposed surfaces to be coated with two coats of a semi gloss white 2-component epoxy/polyamide to a dry film thickness of a minimum of 10 mils (5 mils minimum per coat). Coating shall be a high solids, 2 component epoxy/polyamide semi-gloss white coating for optimum illumination enhancement. The coating shall be corrosion, moisture, oil, and solvent resistant when completely dry. The factory finish shall allow for over-coating and touch-up for 6 months after coating. Thereafter, it will generally require sanding to accept a topcoat or touch-up coating. See Product Data Sheet for additional information.

#### **200.02.08 Electrical Control Components**

- A. The pump station control panel will be tested as an integral unit by the pump station manufacturer. The control panel shall also be tested with the pump station as a complete working system at the pump station manufacturer's facility.
- B. Panel Enclosure
  1. Electrical control equipment shall be mounted within a common NEMA 1 stainless steel, dead front type control enclosures. Doors shall be hinged and sealed with a neoprene gasket and equipped with captive closing hardware. Control components shall be mounted on removable steel back panels secured to enclosure with collar studs.
  2. All control devices and instruments shall be secured to the sub-plate with machine screws and lockwashers. Mounting holes shall be drilled and tapped; self-tapping screws shall not be used to mount and component. All control devices shall be clearly labeled to indicate function.
- C. UL Label Requirement
  1. Pump station controls shall conform to third party safety certification. The panel shall bear a serialized UL label listed for "Enclosed Industrial Control Panels". The enclosure, and all components mounted on the sub-panel or control cover shall conform to UL descriptions and procedures.
- D. Branch Components
  1. All motor branch and power circuit components shall be of highest industrial quality. The short circuit current rating of all power circuit devices shall be a tested combination or evaluated per

the National Electrical Code Article 409. the lowest rated power circuit component shall be the overall control panel short circuit rating and shall not be less than the fault current available. The minimum control panel rating shall not be less than 10 kA, rms symmetrical. Control assemblies operating at 120 volts nominal or less may be provided with transformers which limit the fault current and may be rated less than the minimum required short circuit rating.

## 2. Circuit Breakers and Operating Mechanisms

- a. A properly sized heavy duty circuit breaker shall be furnished for each pump motor. The circuit breakers must be sealed by the manufacturer after calibration to prevent tampering.
- b. An operating mechanism installed on each motor circuit breaker shall penetrate the control panel door. A padlockable operator handle shall be secured on the exterior surface. Interlocks must prevent opening the door until circuit breakers are in "OFF" position. An additional mechanism(s) shall be provided on the circuit breaker permitting the breaker to be operated and/or locked with the control panel door in the open position.

## 3. Motor Starters

- a. An open frame, across-the-line, NEMA rated magnetic starter with under-voltage release, and overload protection on all three phases, shall be furnished for each pump motor. Starters of NEMA size 1 and above shall allow addition of at least two auxiliary contacts. Starters rated "O", "OO", or fractional size are not acceptable. Power contacts to be double-break type made of cadmium oxide silver. Coils to be epoxy molded for protection from moisture and corrosive atmospheres. Contacts and coils shall be easily replaceable without removing the starter from its mounted position. Each starter shall have a metal mounting plate for durability.

## 4.

## 5. Overload Relays

- a. Overload relays shall be solid-state block type, having visual trip indication with trip-free operation. Electrically resetting the overload will cause one (1) normally open and one (1) normally closed isolated alarm/control contact to reset, thus re-establishing a control circuit. Trip setting shall be governed by solid-state circuitry and adjustable current setting. Trip classes shall be 10, 15 and 20. Additional features to include phase loss protection, selectable jam/stall protection and selectable ground fault protection.
- b. A reset pushbutton, mounted through the control panel door, shall permit resetting the overload relays without opening the door.

## 6. Phase Monitor

- a. The control panel shall be equipped to monitor the incoming power and shut down the pump motors when required to protect the motor(s) from damage caused by phase reversal, phase loss, voltage unbalance, high voltage, and low voltage. An adjustable time delay shall be provided to minimize nuisance trips. The motor(s) shall automatically restart, following an adjustable time delay, when power conditions return to normal.

## 7. Pump Start Delay

- a. The control circuit for pump #2 shall be equipped with a time delay to prevent simultaneous motor starts.

E. Control Circuit

1. A normal duty thermal-magnetic circuit breaker shall protect all control circuits by interrupting control power.
2. Pump mode selector switches shall permit manual start or stop of each pump individually, or permit automatic operation under control of the liquid level control system. Manual operation shall override all shutdown systems, except the motor overload relays. Selector switches to be oil-tight design with contacts rated NEMA A300 minimum.
3. Pump alternation shall be integral to the liquid level controller. Provisions for automatic alternation or manual selection shall also be integral to the liquid level controller.
4. Six digit elapsed time meter shall be displayed on the Integrinex™ Standard operator interface to indicate total running time of each pump in "hours" and "tenths of hours". Pump runtime shall be adjustable and password protected.
5. A high pump temperature protection circuit shall override the level control and shut down the pump motor(s) when required to protect the pump from excessive temperature. A thermostat shall be mounted on each pump casing and connected to the Integrinex™ Standard. If casing temperature rises to a level sufficient to cause damage, the thermostat causes the Integrinex™ Standard to interrupt power to the motor. The Integrinex™ Standard will display an alarm banner indicating the motor stopped due to high pump temperature. The motor shall remain locked out until the pump has cooled and circuit has been manually reset. Automatic reset of this circuit is not acceptable.
6. A duplex ground fault receptacle providing 115 VAC, 60 Hz, single phase current, will be mounted on the side of the control enclosure. Receptacle circuit shall be protected by a 15 ampere thermal-magnetic circuit breaker.
7. The lift station shall be equipped with a 3 KVA stepdown transformer to supply 115 volt, AC, single phase for the control and auxiliary equipment. The primary and secondary side of the transformer to be protected by a thermal magnetic circuit breaker, sized to meet the power requirements of the transformer. An operating mechanism shall penetrate the control panel door. and a padlockable operator handle shall be secured on the exterior surface. Interlocks must prevent opening the door until circuit breakers are in "OFF" position. An additional mechanism(s) shall be provided on the circuit breaker permitting the breaker to be operated and/or locked with the control panel door in the open position.
8. Wiring
  - a. The pump station, as furnished by the manufacturer, shall be completely wired, except for power feed lines to the branch circuit breakers and final connections to remote alarm devices.
  - b. All wiring, workmanship, and schematic wiring diagrams shall comply with applicable standards and specifications of the National Electric Code (NEC).
  - c. All user serviceable wiring shall be type MTW or THW, 600 volts, color coded as follows:
    - 1) Line and Load Circuits, AC or DC power.....Black

- 2) AC Control Circuit Less Than Line Voltage.....Red
- 3) DC Control Circuit.....Blue
- 4) Interlock Control Circuit, from External Source..... Yellow
- 5) Equipment Grounding Conductor.....Green
- 6) Current Carrying Ground.....White
- 7) Hot With Circuit Breaker Open.....Orange

- d. Control circuit wiring inside the panel, with exception of internal wiring of individual components, shall be 16 gauge minimum, type MTW or THW, 600 volts. Power wiring to be 14 gauge minimum. Motor branch wiring shall be 10 gauge minimum.
- e. Motor branch and other power conductors shall not be loaded above the temperature rating of the connected termination. Wires must be clearly numbered at each end in conformance with applicable standards. All wire connectors in the control panel shall be ring tongue type with nylon insulated shanks. All wires on the sub-plate shall be bundled and tied. All wires extending from components mounted on door shall terminate at a terminal block mounted on the back panel. All wiring outside the panel shall be routed through conduit.
- f. Control wires connected to door mounted components must be tied and bundled in accordance with good commercial practice. Bundles shall be made flexible at the hinged side of the enclosure. Adequate length and flex shall allow the door to swing full open without undue stress or abrasion. Bundles shall be held on each side of hinge by mechanical fastening devices.

9. Conduit

- a. Factory installed conduit shall conform to following requirements:
  - 1) All conduit and fittings to be UL listed.
  - 2) Liquid tight flexible metal conduit to be constructed of smooth, flexible galvanized steel core with smooth abrasion resistant, liquid tight polyvinyl chloride cover.
  - 3) Conduit to be supported in accordance with articles 346, 347, and 350 of the National Electric Code.
  - 4) Conduit shall be sized according to the National Electric Code.

10. Grounding

- a. Station manufacturer shall ground all electrical equipment inside the pump station to the control panel back plate. All paint must be removed from the grounding mounting surface before making final connection.
- b. The contractor shall provide an earth driven ground connection to the pump station at the main grounding lug in accordance with the National Electric Code (NEC).

11. Equipment Marking

- a. Permanent corrosion resistant name plate(s) shall be attached to the control and include following information:
  - 1) Equipment serial number
  - 2) Control panel short circuit rating
  - 3) Supply voltage, phase and frequency
  - 4) Current rating of the minimum main conductor

- 5) Electrical wiring diagram number
  - 6) Motor horsepower and full load current
  - 7) Motor overload heater element
  - 8) Motor circuit breaker trip current rating
  - 9) Name and location of equipment manufacturer
- b. Control components shall be permanently marked using the same identification keys shown on the electrical diagram. Labels shall be mounted adjacent to device being identified.
  - c. Switches, indicators, and instruments mounted through the control panel door shall be labeled to indicate function, position, etc. Labels shall be mounted adjacent to, or above the device.

### **200.02.09 Liquid Level Control**

- A. The manufacturer of the liquid level control system must be ISO 9001:2000 revision certified, with scope of registration including design control and service after sales activities.
- B. The level control system shall start and stop the pump motors in response to changes in wet well level, as set forth herein.
- C. The level control system shall be capable of operating as either an air bubbler type level control system, submersible transducer type system, or ultrasonic transmitter type system.
- D. The level control system shall utilize alternation to select first one pump, then the second pump, then the third pump (if required), to run as lead pump for a pumping cycle. Alternation shall occur at the end of a pumping cycle, or in the event of excessive run time.
- E. The level control system shall utilize an electronic pressure switch which shall continuously monitor the wet well level, permitting the operator to read wet well level at any time. Upon operator selection of automatic operation, the electronic pressure switch shall start the motor for one pump when the liquid level in the wet well rises to the "lead pump start level". When the liquid is lowered to the "lead pump stop level", the electronic pressure switch shall stop this pump. These actions shall constitute one pumping cycle. Should the wet well level continue to rise, the electronic pressure switch shall start the second and/or third pump (if required) when the liquid reaches the "lag pump start level", or "standby pump start level" so that all pumps are operating. These levels shall be adjustable as described below.
  1. The electronic pressure switch shall include integral components to perform all pressure sensing, signal conditioning, EMI and RFI suppression, DC power supply and 120 volt outputs. Comparators shall be solid state, and shall be integrated with other components to perform as described below.
  2. The electronic pressure switch shall be capable of operating on a supply voltage of 12-24Vdc in an ambient temperature range of -10 degrees C (14 degrees F) through 55 degrees C (131 degrees F). Ingress Protection of IP56 for indoor use with closed cell neoprene blend gasket material. Evaluated by Underwriters Laboratories for Pollution Degree 2 device for U.L. and cU.L. Control range shall be 0 to 33.3 feet of water with an overall repeat accuracy of (plus/minus) 0.1 feet of water. Memory shall be non-volatile. A Battery backed real time clock shall be standard.
  3. Eleven optically isolated, user defined digital inputs for pump and alarm status. Rated at 10mA at 24Vdc. Eight digital output relays (mechanical contacts), configurable for pump start/stop

or alarms. Three relays rated at 12 Amp @ 28Vdc and 120Vac, five relays rated at 3 Amp @ 30Vdc and 120Vac. The electronic pressure switch shall consist of the following integral components: pressure sensor, display, electronic comparators, digital inputs and digital output relays.

- a. The internal pressure sensor shall be a strain gauge transducer and shall receive an input pressure from the air bubbler system. The transducer shall convert the input to a proportional electrical signal for distribution to the display and electronic comparators. The transducer output shall be filtered to prevent control response to level pulsations or surges. The transducer range shall be 0-14.5 PSI, temperature compensated from -40 degrees C (-40 degrees F) through 85 degrees C (185 degrees F), with a repeat accuracy of (plus/minus) 2.5% full scale about a fixed temperature. Transducer overpressure rating shall be 3 times full scale.
  - b. The electronic pressure switch shall incorporate a digital back lighted LCD panel display which, upon operator selection, shall indicate liquid level in the wet well, and pump status indication for up to 3 pumps. The display shall include a 128 x 64 bit resolution LCD to read out directly in feet of water, accurate to within one-tenth foot (0.1 foot), with a full scale indication of not less than 12 feet. The display shall be easily convertible to indicate English or metric units.
  - c. Level adjustments shall be electronic comparator set-points to control the levels at which the lead, lag and standby pumps start and stop. Each of the level settings shall be easily adjustable with the use of membrane type switches, and accessible to the operator without opening any cover panel on the electronic pressure switch. Controls shall be provided to permit the operator to read the selected levels on the display. Such adjustments shall not require hard wiring, the use of electronic test equipment, artificial level simulation or introduction of pressure to the electronic pressure switch.
  - d. Each digital input can be programmed as pump run, pump HOA, pump high temp, pump moisture/thermal, starter failure (FVNR, RVSS, VFD), and phase failure. Inputs are used for status and alarm indication.
  - e. Each output relay in the electronic pressure switch shall be hard contact mechanical style. Each relay input shall be optically isolated from its output and shall incorporate zero crossover switching to provide high immunity to electrical noise. Each output relay shall have an inductive load rating equivalent to one NEMA size 3 contactor. A pilot relay shall be incorporated for loads greater than a size 3 contactor.
4. The electronic pressure switch shall be equipped with alarm banners with time and date history for displaying alarm input notification. Alarm history will retain a 16 of the most recent alarm events.
  5. The electronic pressure switch shall be equipped with pump start/stop and alarm input delay(s) that have an adjustable delay set points.
  6. An Antiseptic function with a built in timer shall be incorporated in the electronic pressure switch to prevent the well from becoming septic.
  7. The electronic pressure switch shall be capable of jumping to next available pump if current pump is out of service due to pump failure or manual selection. Circuit design in which application of power to the lag pump motor starter is contingent upon completion of the lead pump circuit shall not be acceptable.

8. The electronic pressure switch shall be equipped with a simulator system capable of performing system cycle testing functions.
  9. The electronic pressure switch shall be capable of calculating and displaying pump elapse run time. The elapse run time is resettable and adjustable.
  10. The electronic pressure switch shall have internal capability of providing automatic simplex, duplex, and triplex alternation, manual selection of pump sequence operation, and alternation in the event of 1-24 hours of excessive run time.
  11. The electronic pressure switch shall be equipped with a security access code to prevent accidental set-up changes and provide liquid level set-point lock-out. The supervisor access code is adjustable.
  12. The electronic pressure switch shall be equipped with one (1) 0-33 ft. W.C. input, one (1) scalable analog input of either 0-5Vdc, or 4-20mA, and one (1) scalable analog output of either 0-5Vdc, 0-10Vdc or 4-20mA. Output is powered by 10-24Vdc supply. Load resistance for 4-20mA output shall be 100-1000 ohms.
  13. The electronic pressure switch shall include a DC power supply to convert 120Vac control power to 12 or 24Vdc power. The power supply shall be 500 mA (6W) minimum and be UL listed Class II power limited power supply.
  14. The electronic pressure switch shall be equipped with an electronic comparator and mechanical output relay to alert maintenance personnel to a high liquid level in the wet well. An alarm banner, visible on the front of the controller, shall indicate that a high wet well level exists. The alarm signal shall be maintained until the wet well level has been lowered and the circuit has been manually reset. High water alarm shall be furnished with a dry contact wired to terminal blocks.
  15. The electronic pressure switch shall be equipped with an electronic comparator and mechanical output relay to alert maintenance personnel to a low liquid level in the wet well. An alarm banner, visible on the front of the controller, shall indicate that a low wet well level exists. The alarm signal shall be maintained until the cause for the low wet well level has been corrected and the circuit has been manually reset. A low liquid level condition shall disable all pump motors. When the wet well rises above the low level point, all pump motors shall be automatically enabled. Low water alarm shall be furnished with a dry contact wired to terminal blocks.
- F. An alarm silence pushbutton and relay shall be provided to permit maintenance personnel to de-energize the audible alarm device while corrective actions are under way. After silencing the alarm device, manual reset of the alarm condition shall clear the alarm silence relay automatically. The pushbutton shall be a membrane style button integral to the Integrix Standard level controller.
- G. Air Bubbler System
1. The level control system shall be the air bubbler type, containing air bubbler piping which extends into the wet well. A pressure sensor contained within the electronic pressure switch shall sense the air pressure in this piping to provide wet well level signals for the remainder of the level control system.

2. Two vibrating reed, industrial rated, air pumps shall be furnished to deliver free air at a rate of approximately 5 cubic feet per hour and a pressure not to exceed 7 psi. Liquid level control systems utilizing air compressors delivering greater quantities of air at higher pressures, requiring pressure reducing valves, air storage reservoirs, and other maintenance nuisance items will not be acceptable. A selector switch shall be furnished to provide manual alternation of the air pumps. The switch shall be connected in such a manner that either pump may be selected to operate continuously. The selector switch shall be oil-tight design with contacts rated NEMA A300 minimum.
3. An air bell constructed of PVC 3 inches in diameter shall be provided for installation at the outlet of the air bubbler line in the wet well. The air bell shall have a 3/8" NPT tapped fitting for connection to the bubbler line.
4. An air flow indicator gauge shall be provided and connected to the air bubbler piping to provide a visual indication of rate of flow in standard cubic feet per hour.

#### H. Alarm Light (External)

1. Station manufacturer will supply one 115 VAC alarm light fixture with vapor-tight shatter resistant red globe, conduit box, and mounting base. The design must prevent rain water from collecting in the gasketed area of the fixture, between the base and globe. The alarm light will be shipped loose for installation by the contractor.

### **PART 3 - EXECUTION**

#### **200.03.01 Examination**

- A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial numbers and parts lists with shipping documentation. Notify the manufacturer's representative of any unacceptable conditions noted with shipper.

#### **200.03.02 Installation**

- A. Install, level, align, and lubricate pump station as indicated on project drawings. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery.
- B. Suction pipe connections are vacuum tight. Fasteners at all pipe connections must be tight. Install pipe with supports and thrust blocks to prevent strain and vibration on pump station piping. Install and secure all service lines (level control, air release valve or pump drain lines) as required in wet well.
- C. Check motor and control data plates for compatibility to site voltage. Install and test the station ground prior to connecting line voltage to station control panel.
- D. Prior to applying electrical power to any motors or control equipment, check all wiring for tight connection. Verify that protective devices (fuses and circuit breakers) conform to project design documents. Manually operate circuit breakers and switches to ensure operation without binding. Open all circuit breakers and disconnects before connecting utility power. Verify line voltage, phase sequence and ground before actual start-up.

- E. After all anchor bolts, piping and control connections are installed, completely fill the grout dam in the pump station base with non-shrink grout.

### **200.03.03 Field Quality Control**

#### **A. Operational Test**

1. Prior to acceptance by owner, an operational test of all pumps, drives, and control systems shall be conducted to determine if the installed equipment meets the purpose and intent of the specifications. Tests shall demonstrate that all equipment is electrically, mechanically, structurally, and otherwise acceptable; it is safe and in optimum working condition; and conforms to the specified operating characteristics.
2. After construction debris and foreign material has been removed from the wet well, contractor shall supply clear water volume adequate to operate station through several pumping cycles. Observe and record operation of pumps, suction and discharge gage readings, ampere draw, pump controls, and liquid level controls. Check calibration of all instrumentation equipment, test manual control devices, and automatic control systems. Be alert to any undue noise, vibration or other operational problems.

#### **B. Manufacturer's Start-up Services**

1. Coordinate station start-up with manufacturer's technical representative. The representative or factory service technician will inspect the completed installation. He will calibrate and adjust instrumentation, correct or supervise correction of defects or malfunctions, and instruct operating personnel in proper operation and maintenance procedures.

### **200.03.04 Cleaning**

- A. Prior to acceptance, inspect interior and exterior of pump station for dirt, splashed material or damaged paint. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.

### **200.03.05 Protection**

- A. The pump station should be placed into service immediately. If operation is delayed, drain water from pumps and piping. Open motor circuit breakers and protect station controls and interior equipment from cold and moisture. Station is to be stored and maintained per manufacturer's written instructions.

### **200.03.06 Basis of Payment.**

Refer to Bid Item Clarifications

**END OF SECTION**

**SECTOIN 300**  
**SANITARY SEWER BYPASS PUMPING**

**300.01 Bypass Pumping.**

Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the construction work in accordance with these Specifications.

Sanitary sewer mains shall remain in service at all times throughout the duration of the project. Contractor shall be responsible for diverting flow away from the limits of construction through the use of bypass pumping or flow diversions with prior approval by the Engineer.

Service to laterals shall be disrupted for a period of no more than 8 hours. Laterals within residential areas shall only be out of service between the hours of 8:00 am to 5:00 pm, Monday through Friday. Laterals within business areas shall be addressed on a case by case basis. If Contractor feels that it is necessary to disrupt lateral services for a period longer than 8 hours, Contractor shall provide alternate means of service without disrupting use of the service by the owner/resident.

Bypass routing shall be the responsibility of the Contractor.

Project bypass pumping system requirements are defined below. Projects that are in environmentally sensitive areas or that have high sewage flows may require addition site specific measures. One bypass pumping system criteria have been identified for this project. These criteria are identified below.

Criterion 1      Bypass Pumping System with flows equal to or less than 2.5 MGD (1735 GPM)

Contractor shall maintain on site, the following minimum requirements for all bypass pumping systems:

1.      Sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. The COMPLETE bypass system, including all piping, shall be continuously monitored by Contractor personnel.
2.      A system of pumps and piping operating on site to maintain a minimum 50% over capacity of the anticipated maximum flow (as determined by the Contractor). In addition, the Contractor shall have a standby pump, equal in capacity to the largest pump in the system, piped, plumbed and ready for operation. Standby pumps shall be fueled and operational at all times.
3.      The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, hoses and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary.

In areas where bypass piping crosses major streets, pipe must be laid in trench and backfilled with temporary trench patch. Ramps shall only be installed in locations approved by Engineer and for Criterion 1 use only.

Contractor shall have the entire bypassing system in place at each construction location and successfully tested for leaks before bypassing any sewage.

Prior to breaking down bypass ramps and/or hard piping, Contractor shall flush with potable water. Once flushed, hard piping shall be pigged using air to remove water.

The Contractor shall notify the Engineer 48 hours prior to commencing or shutting down any bypassing pumping operations.

Contractor shall repair, without cost to the City and/or private property owner, any damage that may result from their negligence, inadequate or improper installation, maintenance and operation of bypassing system, including mechanical or electrical failures. Contractor shall be responsible for immediate and proper cleanup should any spill occur, regardless of amount.

Engines shall be equipped with mufflers and/or plywood/Styrofoam noise panels enclosing the engines to keep the noise level within limits specified in local codes and ordinances.

All contacts between City's Maintenance Personnel and the Contractor on any sanitary sewer/storm drain matters shall be directed through the Engineer.

### **300.02 Submittals.**

The Contractor shall submit contract plans and complete design data showing methods and equipment proposed to be utilized in sewer bypassing for approval at the Pre-Construction Meeting. The submittal shall include the following information:

1. Written documentation indicating the scheme including location of pumps, temporary sewer plugs, bypass discharge lines, ramps, and lighting for ramps. The Submittal shall describe the method and location for draining the bypass pipelines upon completion of the work.
2. Capacities of pumps, prime movers, and standby equipment.
3. Design calculations proving adequacy of the system and selected equipment.
4. Standby power source.
5. Staffing plan.
6. Show suction and discharge points with elevations & stationing on the Contract Plans.
7. Provide pump performance curves.
8. Submit calculations to verify suction lift of pumps has not been exceeded.
9. Contractor shall submit proposed noise control and exhaust control plans for pumping equipment.
10. Contractor shall submit a proposed plan for disruption of sewer service laterals.

The actual design of the bypass arrangement shall be prepared by the Contractor or Subcontractor performing the work and shall be submitted to the Engineer to determine conformance to project objectives. The Contractor shall be responsible for any Subcontractors design (if used) on this project. Means and methods of accomplishing the bypassing shall be the responsibility of the Contractor.

Approval of submitted plans for sewer connection and temporary rerouting shall in no way relieve the Contractor of their responsibility for the protection of adjacent properties, downstream drainage systems and water tributaries against sewage spill. Any litigation, claims, fines, etc. associated with any sewage spill shall be the responsibility of the Contractor.

**300.03 Protection.**

All bypass flows shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.

All pumps, generators, and other equipment shall be placed on new plastic tarps to protect against gasoline, oil, and hydraulic fluid spills. Spills and leaks shall be cleaned up immediately.

**300.04 Scheduling.**

The bypassing system may be shut down between shifts, on holidays or weekends, or during work stoppages. Contractor or Subcontractor responsible for bypass pumping shall have a representative on site whose only duty is to maintain and monitor the bypass pumping system until the bypassing of that specific pipeline is no longer required.

**300.05 Flow Conditions.**

The Contractor is responsible for obtaining current flow condition information at the time of construction. The City is not responsible for any deviations in quantity of sewage flow at any time during the construction period. Higher flows may be encountered depending on weather and other upstream conditions.

**300.06 Basis of Payment.**

Refer to Bid Item Clarifications.

**END OF SECTION**

## **SECTION 400 TRAFFIC CONTROL**

### **400.01 Description.**

This work within the City of Sparks Right-of-way shall consist of furnishing all materials, equipment and labor to maintain proper traffic routing, parking control, access to all residences and businesses, and public safety for the duration of the project. All construction traffic control plans shall conform to the latest editions of either the NDOT Work Zone Traffic Control Handbook or Part VI of the MUTCD. All signs and barricades shall conform to Section 332 of the Standard Specifications, these Special Provisions, Construction Plans, Part VI of the MUTCD, and/or said Handbook, where applicable.

Flag persons shall be used during working hours to control traffic flows in accordance with the NDOT Work Zone Traffic Control Handbook and as directed by the City Project Coordinator.

Traffic control signs shall include the names of the streets involved for detour or closure.

“Road Construction Ahead” signs shall be replaced with either the Road Work Ahead sign (W20-1). No “Road Construction Ahead” signs shall be allowed on the project.

All streets shall be open for normal traffic movement during night time and weekend periods, unless previously approved by the City Engineer. The closure of any two adjacent parallel streets at the same time is prohibited. A street will be considered closed to through traffic if it is barricaded, or a closed sign is posted on any portion of the street, including intersections of crossing streets.

The storage of construction materials within the public streets and alleys during nighttime and weekend periods is prohibited.

A minimum of two (2) working days written notification shall be given to adjacent residents, businesses, Police and Fire Departments, paramedic/ambulance services, Waste Management, and the City Project Coordinator, of planned street closures and when parking restrictions are required. Where work is being performed along Citifare bus routes, the Regional Transportation Commission shall also be notified in similar fashion. Such notification shall be made separately for each work site and shall be made each time work commences at that site when operations are intermittent. This notification shall state the date work will commence and the hours and days to be worked. When construction will necessitate traffic control affecting access to any hospital, forty-eight (48) hours notification and coordination will be given in person mutually by the Contractor and the City Project Coordinator.

Contractor will be required to provide safe pedestrian access which may include but is not limited to signs, fencing, flaggers etc. Contractor will be required to provide a pedestrian safety plan to the City for review prior to the commencement of work.

The Police Department will not enforce parking restrictions indiscriminately applied. A "No Parking" notification, supplied by the contractor, shall be applied only as and when needed, and shall be removed unless absolutely necessary.

The Contractor shall submit a Project Work Schedule and a detailed Traffic Control plan to the City Project Coordinator five (5) working days prior to the pre-construction conference. Prior to the start of construction the Contractor must have a Traffic Control plan approved by the City Project Coordinator.

Any signs, barricades, or barriers which are necessary for night time hours or poor visibility shall utilize

warning lights as specified in the latest editions of either the NDOT Work Zone Traffic Control Handbook or Part VI of the MUTCD.

The Contractor shall coordinate Traffic Control with the Sparks Police Department with respect to any special events that may be affected by construction activities.

The Contractor shall notify Sparks Dispatch ((775) 353-2231) 24 hours prior to any scheduled detour.

The Contractor shall be responsible for Traffic Control until such time as any street markings eradicated by the work are replaced with permanent markings. The Contractor shall be required to provide and install any temporary pavement markings as required and these shall conform to spacing and other requirements as established by the City.

The approval by the Project Coordinator of the submitted Traffic Control Plan shall in no way relieve the Contractor of his responsibility for safety requirements conforming to Section 22 of the Special Provisions. Failure to comply with any specification herein or with direction from the City Project Coordinator may result in a stoppage of work until compliance is restored.

#### **400.02 Basis of Payment.**

Refer to Bid Item Clarifications.

**END OF SECTION**



# **Forms**

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

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



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**TITLE**  
**BID # BIDNUMBER**  
**PWP# PWPNUMBER**

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 **TITLE**. 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 [REDACTED] days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

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

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

**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***



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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



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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.



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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.



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### 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



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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) **\$AMT** for each  day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

**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 # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** 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 # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** 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 \_\_\_\_\_