

INVITATION TO BID

THIS IS NOT AN ORDER

ADVERTISED BID #0809-032
PREPARED DATE: July 30, 2008
Labor Commissioner PWP# :n/a Maintenance Work

RANGE FOR PROJECT ESTIMATE: \$100,000 to \$200,000 (as needed service)

SUMMARY

2008-2009 Private Permanent Concrete Patch Program

Truckee Meadows Water Authority (TMWA) is accepting sealed bids for the replacement of typical concrete sidewalk, curb and gutter to include all labor, materials, equipment, and incidentals required except those specified to be furnished by the Truckee Meadows Water Authority and to do and perform all work, together with incidental items necessary to complete the work to be constructed in accordance with the Specifications, General Conditions, and "Standard Specifications for Public Works Construction" most recent revision.

BID DOCUMENTS may be obtained from TMWA's Web site.

TMWA's WEB-SITE: All addenda are posted on the web-site. It is each bidder's responsibility to ensure that they have received all addenda prior to submission of their bid. The web site is located at http://www.tmh2o.com/about_us/doingbusinesswithtmwa/.

QUESTIONS will be accepted until 8am. on August 11, 2008 questions must be submitted in writing to Justine Chambers, Purchasing/Contracts Administrator, Truckee Meadows Water Authority FAX No. 775-834-8285, E-mail: jchambers@tmwa.net .

SEALED BIDS must be submitted to TMWA by mail to P.O. Box 30013, Reno, Nevada 89520-3013 or in person to 1355 Capital Boulevard, Reno, NV 89502, and whether submitted by mail or in person must be **RECEIVED BY TMWA NOT LATER THAN 2:00 P.M. ON August 14, 2008** . Bids received after the date and time set for receipt will be **REJECTED**.

BID OPENING will be held publicly at 2:05 p.m. on August 14, 2008.

AWARD will be made by the General Manager of TMWA within 30 days after bid opening. Should it become necessary to reschedule the date set for award, notice will be provided to those bidders responding to this solicitation.

PRICES must be quoted FOB Truckee Meadows Water Authority, Nevada and are valid for 30 days after bid opening.

PRE-CONSTRUCTION MEETING DATE will be scheduled after award.

PROJECT START DATE is anticipated ASAP.

TERM OF CONTRACT is one year with the right to renew if mutually agreed upon for four additional years. Contract prices may only increase/decrease once per year at contract renewal (May- June of each year for the next fiscal year)

Justine Chambers, Purchasing/Contracts Administrator
Truckee Meadows Water Authority
1355 Capital Boulevard
Reno, NV 89502
(775) 834-8056
Fax (775) 834-8285
e-mail: jchambers@tmwa.net

1. **NOTICE OF RIGHTS**

1.1. TMWA reserves the right to reject any or all bids or any part thereof, and to waive any informalities or irregularities.

1.2. TMWA reserves the right to require such surety as may be deemed necessary for the protection of TMWA, or to ensure the satisfactory performance of a contractor in accordance with the specifications and bid documents.

1.3. TMWA reserves the right to withhold award for a period of thirty (30) days from the date of bid opening. Therefore, responses to this bid shall be valid for a period of thirty (30) days from the date required for receipt of bids.

1.4. TMWA reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve TMWA's best interest. Bids identified on the basis of "**ALL OR NOTHING**" will be excluded from this provision.

1.5. TMWA, and its joiners, are tax exempt public entities and are not subject to federal excise, state or local taxes. Exemption numbers or certificates shall be furnished upon request.

1.6. TMWA may require prior to bid award an onsite demonstration of any item proposed at bidder's expense.

1.7. The Purchasing/Contracts Administrator for TMWA, acting as the Administrator of this contract, may audit any and all records pertaining hereto. He shall have access to view all equipment and facilities utilized by the Contractor. Such access shall be to determine the ability of the Contractor to perform in accordance with the provisions of these documents.

2. **RIGHT OF JOINDER CONTRACTS:**

2.1. TMWA reserves the right, pursuant to Nevada Revised Statutes 332.195 to allow other public entities, whose requirements and standards coincide herewith, to join or use this contract throughout the term of this contract.

2.2. Any entity joining herewith shall have and reserve any and all rights held by TMWA herein and shall be given equal consideration.

2.3. TMWA shall require any public entity joining herewith to commit and pay for such equipment or product(s) by means of their individual accounting and Purchasing & Contracts Department.

3. **PREPARATION OF BIDS:**

3.1. Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.

3.2. Bids must be submitted on forms supplied by TMWA and presented according to the instructions for the submission of bids.

3.3. Bidders are expected to examine these documents carefully. Failure to do so will be at the
October 9, 2007

bidder's risk.

3.4. Bidders are urged to proofread their bids carefully for any errors.

3.5. Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Purchasing/Contracts Administrator as soon as possible so that corrective addenda may be furnished to all bidders.

3.6. Alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Any corrections must be initialed, in ink, by each person signing the bid.

3.7. In the case of a difference between written words and figures, the amount stated in written words shall govern.

3.8. In the case of a difference between a unit price and the extended price, the unit price shall govern.

3.9. All prices shall be F.O.B. TMWA. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

3.10. If the bidder proposes to modify a product so as to make it conform to the requirements of this bid, he shall make a request prior to bid opening. Any request for modification will be approved or not-approved by addendum to all bidders.

3.11. TMWA reserves the right to accept or reject any or all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to TMWA.

4. **COLLUSION, DISCRIMINATION AND/OR PRICE FIXING:**

4.1. The bidder certifies that any and all prices which he may charge under the terms of the contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold TMWA, and any of its joiners, harmless from liability for any such .

6. **SUBMISSION OF BIDS:**

6.1. **Acknowledgment:** The successful bidder understands and acknowledges, when signing this bid solicitation, that if he fails to provide the product(s) within the requirements of the delivery schedule, or if he fails to satisfy the requirements of these documents or any guarantee or warranty by not performing in accordance therewith, that such failure shall be deemed a material breach and TMWA may pursue all remedies available at law.

6.1.1. No bidder may assign any agreement resulting from award of this bid without the express written permission of the TMWA Purchasing/Contracts Administrator or designee.

6.1.2. All bidders must hold all valid licenses and permits required for the business they seek to perform prior to any bid being awarded. However, possession of said license(s) is not a prerequisite for bidding.

6.2. The entire Proposal Summary shall be enclosed in a sealed envelope addressed to:

Truckee Meadows Water Authority (TMWA) Attention Justine Chambers:
(Physical Address) 1355 Capital Blvd., Reno, NV 89502 (775) 834-8056
(Mailing Address) P.O. Box 30013, Reno, NV 89520-3013

6.3. All signatures must be original. Copies will not be accepted.

6.4. All bids must be sealed. TMWA will not be responsible for the premature opening of a bid not properly addressed or identified. Clearly identify on the outside of the envelope the following information: The Contract Number, The Descriptive Project Name, The Date and Time the Submission is Due.

6.5. All bids received after the date and time set for receipt will be **REJECTED**.

6.6. No bids will be accepted by Facsimile transmission.

6.7. Bids may be modified by written notice provided such notice is received prior to the date and time set for receipt of bids. Facsimile modifications will not be accepted.

6.8. When a bid bond is required, said bond will be acceptable only in the form of a certified check, cashier's check, or a bond issued by a reputable solvent surety company authorized to do business in the State of Nevada.

7. **WITHDRAWAL OF BIDS**

8.1. Bids may be withdrawn by written notice, provided such notice is received prior to the date and time set for receipt of bids.

8.2. Notice of withdrawals received after the bid opening will not be considered.

9. **APPEAL BY UNSUCCESSFUL BIDDER(s)**

9.1. The Truckee Meadows Water Authority Contracts Division will post the recommendation for award of this Contract on the website: http://www.tmh2o.com/about_us/doingbusinesswithtmwa/. Any Bidder which submitted a bid to TMWA may protest the recommendation for award in accordance with the procedures set forth in NRS 338.142.

9.2. The protest must be submitted in writing to TMWA's Purchasing and Contracts Administrator. In addition to any other information required by law, the protest shall include the following information:

9.3. The alleged violations(s) of:

9.3.1.1. Contract Documents referencing page number, item, and paragraph.

9.3.1.2. Nevada Revised Statutes referencing the specific chapter, section, and subsection.

9.3.1.3. Local codes or ordinances referencing section number.

9.3.1.4. Supporting documentation such as Nevada State Contractors Board licensing information or other detailed proof to substantiate the protest.

9.4. The Bidder filing the protest shall, at the time the protest is filed, post a bond with a good and solvent surety authorized to do business in the state of Nevada, or submit a cashiers check, money order, or certified check, to TMWA who will hold the bond or other security until a determination is made on the protest. The bond or other security submitted with the protest shall be in an amount equal to the lesser of 25 percent of the total Base Bid submitted by the Bidder filing the protest, or \$250,000.00.

9.5. If the protest is upheld, the bond or other security will be returned to the Bidder who submitted the protest.

9.6. If the protest is rejected, a claim may be made by TMWA against the bond or other security in an amount equal to the expenses incurred by TMWA because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the Bidder who posted the bond or submitted the security.

9.7. The protest filed in accordance with these provisions operates as a stay of action in relation to award of the Contract until a determination is made by TMWA on the protest.

9.8. An unsuccessful Bidder may not seek any type of judicial intervention until TMWA has made a determination on the protest and awarded the Contract.

9.9. TMWA will not be liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a Bidder, whether or not the Bidder files the protest.

9.10. TMWA's Administrator of Purchasing and Contracts will promptly issue a decision in writing to the protester and any other intervening party. If the protester or any other intervening party wishes to appeal the decision rendered by TMWA's Administrator of Purchasing and Contracts to the TMWA Board, such appeal shall be made within 48 hours from receipt of the decision by submitting a notice of appeal in writing to TMWA's Administrator of Purchasing and Contracts.

9.11. An award recommendation will be made and presented to the Truckee Meadows Water Authority Board for a final decision.

9.12. TMWA will not consider protests unless the procedures specified in this Section are followed.

10. **AWARD OF CONTRACT**

10.1. TMWA will award the bid/contract on the basis of the bid or bids most advantageous in consideration of the criteria set forth in the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. The evaluation of bids and the determination as to the quality of the product(s) offered shall be the responsibility of TMWA and will be based on information furnished by the bidder in his responding proposal, as well as other information reasonably available. In determining whether a bid is most advantageous, in addition to price, TMWA may consider the following:

10.1.1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

10.1.2. Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference;

10.1.3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

- 10.1.4. The quality of performance on previous contracts;
 - 10.1.5. Previous compliance of laws or ordinances by the bidder;
 - 10.1.6. The financial responsibility of the bidder to perform under the contract or provide the service;
 - 10.1.7. The limitations of any license the bidder may be required to possess;
 - 10.1.8. The quality, availability, and adaptability of the product or service;
 - 10.1.9. The ability of the bidder to provide future maintenance and/or service;
 - 10.1.10. The number and scope of conditions attached to the bid; and
 - 10.1.11. The life cycle, maintenance and performance of the equipment or product being offered.
- 10.1. A Purchase Order, faxed, mailed or otherwise furnished by the Purchasing & Contracts Department, to the successful bidder, is a binding contract without further action by either party.

10.2. After the award of bid, TMWA will post a notification of who the contract was awarded to on the web site: http://www.tmh2o.com/about_us/doingbusinesswithtmwa/.

11. **TELEPHONE CONTACT:**

11.1. Awardee(s) shall be required to maintain telephone service such that TMWA may contact or leave a message for the Awardee(s) or their designee at any time. Awardee(s) shall provide advance notice to TMWA Purchasing & Contracts of any change in telephone number.

12. **HAZARDOUS SUBSTANCES AND MATERIAL:**

12.1. Awardee(s) agrees to submit complete and up-to-date Material Safety Data Sheets, herein referred to as MSDS, as defined and prescribed in 29 C.F.R. Section 1910.1200 on all chemicals/materials to be utilized in the performance of services as specified herein.

12.2. Awardee(s) shall submit all applicable MSDS to TMWA with the initial shipments of services.

12.3. Awardee(s) shall maintain on-site MSDS for chemicals/materials in storage or in use at any TMWA Facility, and conform with all applicable safety requirements regarding same, including the labeling of all secondary containers as to their contents.

13. **INDEMNIFICATION:**

13.1. Awardee(s) shall be required to indemnify and hold TMWA, including its joiners, officers, employees, and its agent's harmless from any liability with respect to, but not limited to, claims for damages as a result of bodily injury, sickness, disease, death, or property damage arising or resulting from the bidder fulfilling his responsibilities according to the bid documents and subsequent contract.

14. **COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

14.1. Awardee(s) shall at all times comply with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

15. **COPYRIGHTS AND PATENTS:**

15.1. The successful bidder hereby guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the construction, production, and performance of the contract, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques.

16. **WARRANTY AND GUARANTEES:**

16.1. The successful bidder agrees that any warranty or guarantee provided for herein or in the specifications shall not be considered as the exclusive remedy of TMWA, or its joiners, for any default in any respect by the bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy hereunder or otherwise allowed by law, equity, or statute.

17. **STATUS OF AWARDEE:**

17.1. Awardee(s) shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of TMWA.

17.2. The Awardee warrants that all persons employed by them to service in any way the equipment placed with TMWA as a result of this bid, have satisfactory past records indicating their ability and capability to accept the responsibilities anticipated with this type of work. All employees shall be required to present identification furnished by Awardee to establish their right to work on the equipment.

18. **ESCALATION AND DE-ESCALATION:**

Products supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of prices as indicated herein; (i.e., conditions brought about due to market fluctuation may result in such changes). Escalation and/or de-escalation shall be as set forth by the following provisions:

18.1. **Price Reductions:** If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than TMWA, or its joiners, for the same equipment of the equivalent quantity, quality, delivery, performance and warranty, as said equipment specified herein, the bidders shall make an equivalent reduction for TMWA, and its joiners, in corresponding prices.

18.2. **Base Price:** For purposes of bid solicitation and contract award, the base price shall be established by the respondent's proposal to this Bid. This price, once the Bid is opened and award made, shall not be changed except as provided herein.

18.3. **Taxes:** TMWA, and its joiners, as political subdivisions of the State of Nevada are eligible tax exempt entities and are not subject to sales tax or Federal Excise Tax.

18.4. **De-escalation:**

18.4.1. Adjustments decreasing the "Base Price" shall be concurrent with the Contractor's price from his supplier(s). Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.4.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect prior to each contract renewal period.

18.5. **Escalation:**

18.5.1. Adjustments increasing the "Base Price" may be concurrent with the Contractor's price from his supplier(s), provided the Contractor can substantiate the necessity for such an adjustment, and that it is consistent with market conditions. Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.5.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect. Notification shall be prior to the distribution of, or commitment to distribute, any product(s) affected by such an adjustment prior to each contract renewal period.

18.5.3. In the event, price adjustments are inconsistent with market conditions, and in the opinion of the Purchasing/Contracts Administrator, the best interest of TMWA, and its joiners, would be served by a re-bid to the competitive market, TMWA reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Purchasing/Contracts Administrator.

19. **PAYMENTS:**

19.1. TMWA, and its joiners, agree to provide payment in a timely fashion, to the successful bidder, when the terms and conditions of the bid and specifications have been completed and fulfilled on the part of the bidder, to the satisfaction of TMWA, or its joiners, of the bid price as presented by a complete and descriptive invoice.

19.2. Prompt payment discounts shall be included in bid evaluation **ONLY** if discount period offered is fifteen (15) or more days.

19.3. Discount period will be computed from the date of completed delivery/performance or from the date the correct invoice is received by the appropriate TMWA department/division accounts payable clerk, whichever is the later date. Payment is deemed to be made on the date payment is mailed to the Awardee.

20. **DEFAULT OF CONTRACT**

20.1. In case of default by the contractor (successful bidder), TMWA may procure the product(s) or service(s) from other sources and hold the contractor responsible for any excess cost occasioned thereby.

20.2. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment shall be made at a proper adjustment in price.

20.3. Default by the bidder, in any manner, including failure or refusal to furnish any product(s) and or service(s) at the price and/or within the time specified in the bid, may be considered cause to commence with proceedings against any surety held with the bid, assess a penalty equal to five percent (5%) of the total bid price.

21. **LIQUIDATED DAMAGES:**

21.1. Availability or payment of liquidated damages shall not preclude TMWA, or any of its joiners, from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, inability of TMWA, or its joiners, to fulfill other damages direct or consequential arising out of the failure of the bidder to perform under the terms, conditions and requirements of the bid documents.

22. **ARBITRATION:**

22.1. Any litigation arising out of this Agreement shall be governed by the Nevada Short Trial Rules as adopted by the Nevada Supreme Court Rules.

23. **TERMINATION:**

23.1. Upon thirty (30) calendar days written notice, with or without cause, either TMWA or the Awardee, may terminate this contract.

Specifications

CONCRETE CURB, GUTTER, WALKS, AND DRIVEWAYS

Technical Specifications: The following specification is intended to describe the minimum acceptable specifications for this project.

1 **GENERAL:**

1.1 This section includes any sawcutting and concrete removal, forming, pouring, and finishing curb, gutters, walks, and driveways.

2 **REFERENCE SPECIFICATIONS AND STANDARDS:**

2.1 Unless otherwise specified herein, all work shall conform to the Standard Specifications.

3 **MATERIALS:**

3.1 All Portland Cement Concrete, unless otherwise indicated, shall have synthetic fiber-reinforcement (at a minimum of 1 lb/CY) with a coarse aggregate gradation conforming to Size No. 67 in Section 200.05.03 of the Standard Specifications, and shall have a 1 to 4 inch slump and 4 to 7 percent entrained air. The minimum 28-day compressive strength shall be 4000 psi. Cement shall be Type II.

4 **SUBGRADE:**

4.1 The subgrade shall be prepared as specified in Subsection 302.02 of Standard Specifications.

4.2 All subgrade shall be compacted to a relative compaction of not less than ninety (90) percent for a minimum depth of six (6) inches, in accordance with test procedures set forth in ASTM D1557-70, Method C.

5 **DIMENSIONS:**

5.1 Unless specified otherwise, the minimum thickness for concrete walks shall be four (4) inches. All other dimensions shall follow the governing agencies specifications.

6 **DRAINAGE OUTLETS:**

6.1 The contractor will be required to provide suitable outlets through new curb for all existing building drains along the line of work.

6.2 The fully depressed curb opening at driveway entrances shall be one (1) inch above gutter flow line at the curb face. The top of the fully depressed portion of the curb shall be finished to a transverse 3/4 inch slope toward the gutter.

6.3 Where walk is to be constructed across driveways to commercial establishments, the thickness thereof shall be six (6) inches, unless otherwise specified on the plans. At residential driveways, the thickness of the walk will be four (4) inches unless otherwise specified.

7 **FORMING:**

7.1 All forming shall be done in accordance with Subsection 312.06 in Standard Specifications.

8 **SLIP FORMS:**

8.1 At the option of the contractor, and with the approval of the Engineer, slip form equipment may be used for the construction of curb and gutter. The slip form equipment shall conform to the requirements in Subsection 312.07 in Standard Specifications.

- 9 **PLACEMENT:**
9.1 Concrete shall be placed for curb, gutters, walks, and driveways as specified in Subsection 312.08 in Standard Specifications.
- 10 **JOINTS:**
10.1 Joints in concrete curb, gutter, and walks shall be designated as expansion joints and weakened plane joints, and shall be constructed as specified by Subsection 312.09 in Standard Specifications.
- 11 **FINISHING AND CURING:**
11.1 Finish work and curing shall conform to specifications in Subsection 312.10 and 312.11 in Standard Specifications.
- 12 **DEFECTIVE WORK:**
12.1 Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by the contractor at no expense to the owner.
- 13 **REMOVAL OF EXISTING CONCRETE CURB, WALK, GUTTERS, CROSS GUTTERS, AND DRIVEWAYS:**
13.1 Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of one and a half (1-1/2) inches. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. Curb, gutters, sidewalks and driveways shall be removed to the nearest weakened plane joint or, if within four feet (4') of an expansion joint to that expansion joint. No section to be replaced shall be smaller than thirty (30) inches in either length or width. Curb and gutter shall be sawed to a depth of one and one half (1-1/2) inches on a neat line at right angles to the curb face.
- 13.2 All materials removed shall be hauled from the site, at the contractor's expense, to a recognized landfill site approved by the Engineer, unless otherwise specified. The construction area shall be left with a neat and finished appearance.
- 13.3 Existing improvements, adjacent property, utilities and other facilities, and trees and plants that are not to be removed shall be protected from injury or damage resulting from the contractor's operations.
- 14 **BACKFILLING AND CLEANUP:**
14.1 Backfilling to the finished surface of the newly constructed improvement must be completed before acceptance of the work.
- 14.2 Upon completion of the work, the surface of the concrete shall be thoroughly cleaned and the site left in a neat and orderly condition.
- 15 **PERFORMAANCE CLAUSE:**
15.1 Concrete must be poured back in a timely manner. A timely manner shall be considered within 30 days to complete all work unless delay is caused from mother nature or agreed to by TMWA. In the event the work is not completed within a timely manner liquidated damages will occur at a rate of \$50.00 per day. This amount will be deducted from any payment owed to the Contractor.

END OF DOCUMENT

Sample Contract
Contract No. 0809-032
2008-2009 Private Permanent Concrete Patch Program

THIS CONTRACT FOR CONSTRUCTION, made and entered into this ? day of August, 2008, by and between _____ hereinafter referred to as "Contractor", and Truckee Meadows Water Authority, P.O. Box 30013, Reno Nevada 89520-3013 hereinafter referred to as "Owner".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Owner and the Contractor agree as follows:

1. **Scope of Work.** The Contractor will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the **2008-2009 Private Permanent Concrete Patch Program** in accordance with the Specifications therefore, adopted by the Owner as prepared by Owner and all work incidental or reasonably inferable which is necessary to produce the results intended by the Contract Documents (the "Work"). The contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner, or any of their respective officers, agents, servants, or employees.
2. **Contract Sum.** Owner shall pay the Contractor, as full and complete compensation for Contractor's timely performance of all the Work in accordance with the Contract Documents and to the satisfaction of Owner, the time and materials, not to exceed contract amount of: _____ **Dollars.** The amount set forth above includes the aggregate amount of all allowances and unit price items to be furnished or installed.
3. **Progress Payments.** The Owner will pay the Contractor progress payments and the final payment in accordance with the provisions set forth in the Specifications computed from the actual quantities of work performed and accepted, and the materials furnished, at the unit and lump sum prices shown in the Proposal, as bid in conformance with the Contract Documents defined hereinafter. Owner will retain from such estimated value of the work done the amounts specified in the Specifications for default of contract .
4. **Time of Completion.** Contractor shall promptly commence and diligently prosecute the Work to be performed under this Agreement and the first year of this agreement will terminate on **June 30, 2009** to the entire satisfaction of the Owner before final payment is made. This contract may be extended for four (4) additional years as agreed upon between the Contractor and the Owner.
5. **Acceptance and Final Payment.** As soon as practical following the completion of all phases of the Work, the Contractor shall make request by letter to Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Contract Documents and Agreement have been satisfied. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Owner to Contractor when the Contract has been fully performed by Contractor except for Contractor's responsibility to satisfy requirements, if any, which necessarily survive final payment. Final payment shall be made by Owner not more than 30 calendar days following the Notice of Completion, as specified in the General Conditions. Acceptance of final payment by the Contractor shall constitute a full waiver and release by the Contractor of all claims against Owner arising out of or relating to this Agreement.
6. **Insurance.** The Contractor shall purchase and maintain prior to performing any Work on the Project, at its expense, from a company or companies authorized to do business in the State of Nevada, insurance policies containing the types of coverages and minimum limits of liability described in the General Conditions protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, including without limitation that Contractor shall carry insurance as required and require all subcontractors to

Sample Contract
Contract No. 0809-032
2008-2009 Private Permanent Concrete Patch Program

carry industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his subcontractor's failure to pay premiums will automatically authorize Owner to withhold amounts from funds due the contractor and make insurance premium payments on behalf of the Contractor and/or his subcontractors.

7. **Contract Documents.** Contract Documents include, but are not limited to the Invitation to Bid Book including the: Invitation to Bid Bid Bid Schedule, Contract Award Instructions, General Conditions, Permits, Supplementary Conditions, Standard Specifications, Technical Specifications, Plans, details, Addenda, if any, Executed Change Orders, if any, Notice of Award, Notice to Proceed Plans, and any other document that is incorporated into the contract is hereinafter referred to as EXHIBIT "A" and located at the Owner's office for public inspection.

8. **Nondiscrimination.** In accordance with NRS 338.125, 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 or age. Such agreements shall include, but not be limited to, the following: 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 apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

9. **Warranty.** In addition to any other warranties provided by law or in the General conditions, Contractor warrants the Work under this Contract to be free from all defects for a period of one year from the date of final acceptance by Owner. Any defects found during this period shall be repaired by the Contractor at no cost to Owner in accordance with the requirements of the Contract Documents.

10. **Indemnification/Hold Harmless.** Owner has established specific indemnification and insurance requirements for agreements with Contractors which are set forth in the General Conditions, which Contractor has examined, understands and agrees to perform. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities.

11. **Termination.** In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

12. **Governing Law.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Nevada, with venue in the County of Washoe. Each party acknowledges and agrees that the laws of the State of Nevada and the selection of venue were freely chosen.

13. **Compliance with Laws.** Contractor shall comply, and shall insure each subcontractor and other person who provides labor, equipment, materials, supplies or services for the Project complies, with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Project.

14. **Confidentiality.** Contractor acknowledges and agrees the Drawings and Technical Specifications reveal critical infrastructure of facilities used for storing, transporting or transmitting water as contemplated by Nevada's Homeland Security Act, and that the disclosure or release of the Drawings and Technical Specifications to any unauthorized person would create a substantial likelihood of compromising, jeopardizing or otherwise threatening the public health, safety or welfare. Contractor shall not, and shall insure its Subcontractors, employees and agents shall not, knowingly disclose such documents or information or assist, solicit or conspire with another person to disclose such documents or information Contract Documents without the express prior written consent of Owner.

Proposal Summary

(August 1, 2008)

BID # 0708-032

BID TITLE: 2008-2009 Private Permanent Concrete Patch Program

CASH DISCOUNT of ____ % may be taken in addition to the price(s) stated for the terms of __days.

SUMMARY

INSTRUCTIONS: Price your proposal based on the following format. If additional space is required, attach a supplemental page to this form. Incomplete bid not containing all the requested information may be rejected at the option of the Owner. TMWA reserves the right to award this Contract on the bases of what is most advantageous to TMWA. TMWA may award the bid to one, two, or three bidders. The contractor who submits the lowest bid price will be offered the work first. In the event that contractor can not complete the work in the timeline necessary to TMWA, the next lowest contractor may be contacted to complete the work.

This project is exempt from prevailing wages and will be awarded in accordance with NRS 332. This project is for maintenance work. Bids shall be submitted on the forms in this proposal. Unit prices for all items must be shown. All quantities are estimated and the contractor(s) will be paid for work actually completed. These estimates are not a guarantee of work. TMWA desires to begin working on this project A.S.A.P.

PLEASE USE BLACK INK TO FILL OUT SCHEDULE OF PRICES

Estimated Quantities	UNIT	ITEM DESCRIPTIONS	Unit Price	Total Price
3670	SF	Side Walk – 100 Square Feet or Less		
1500	SF	Driveway approach		
2100	SF	Sidewalk – 101 Square feet or more		
463	LF	Curb and Gutter – 50 Linear feet or less		
250	LF	Curb and Gutter – 51 Linear feet or less		
250	SF	Valley Gutter		
10	EA	Raise 6” valve box to grade		
10	EA	Raise Manhole to grade		
Total Bid Price			\$	

Total Bid Price Written in Words: _____

BIDDER INFORMATION:

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

LICENSING INFORMATION:

Nevada State Contractor's License Number:
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 License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

Taxpayer Identification Number:

DISCLOSURE OF PRINCIPALS:

14.3 **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:

14.4 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:
Other 2) Name:

ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
County of _____)

(Name of Principal)

being first duly sworn, deposes and says: That he/she is the Contractor, or authorized agent of the Contractor 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 addendums 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 Truckee Meadows Water Authority (Owner) and to do and perform all work for the **"2008-2009 Private Permanent Concrete Patch Program", Contract Number 0809-32**, together with incidental items necessary to complete the work to be constructed in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE GENERAL MANAGER OF TRUCKEE MEADOWS WATER AUTHORITY, NEVADA:

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 annexed 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 Truckee Meadows Water Authority 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: _____
L.S. City: _____
State / Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____
(Signature of Principal) _____ Signature: _____
DATED this _____ day of _____, 2008.

State of Nevada)
) SS.
County of _____)

On this _____ day of _____, in the year 2008, 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: _____