

**INVITATION TO BID  
THIS IS NOT AN ORDER**

ADVERTISED BID #0809-033  
PREPARED DATE: July 30, 2008

**RANGE FOR PROJECT ESTIMATE:** \$100,000 to \$200,000

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**SUMMARY**

**2008-2009 Asphalt Patch Program**

Truckee Meadows Water Authority (TMWA) is accepting sealed bids for 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. This is to provide TMWA asphalt patching for maintenance purposes.

**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/](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](mailto: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 2:10 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** is 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](mailto: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 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/doingbusinesswithmwa/](http://www.tmh2o.com/about_us/doingbusinesswithmwa/). 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 violation(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/](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.

# Technical Specifications

## 2007-2008 PERMANENT PATCH PROGRAM

The following Detail Specifications supplement the Standard Specifications for Public Works Construction, 1996. In all cases not specifically referred to herein, the Standard Specifications shall apply. In the event of conflict between the Standard Specifications and these Detail Specification, the Detail Specifications shall take precedence over and be used in lieu of such conflicting portions. These modifications are additions to the Standard Specification for Public Works Construction, unless specified as a deletion or substitution.

### PART 1 GENERAL PROVISIONS

**100.10 Scope of Work.** In general the major work items include: furnishing all labor, tools, implements, machinery, materials, mobilization and de-mobilization, and any incidentals necessary to complete the work, Standard Specifications, and Special Provisions, to the satisfaction of the TMWA. In general the major work items includes: The saw cutting of the outline of the patch area, removing temporary patches and a portion of the base material, as necessary, or as ordered from prior utility cuts, compacting base material within the trench to the bottom elevation of the permanent A.C. patch, tacking the edges of the cuts, locating and raising of manholes, vaults, water or gas valves, and survey monuments, placing and compacting A.C. pavement material within the limits of the area prepared, fog sealing the final paved surface and all other appurtenant work necessary to complete the work specified. In some instances, removal of the existing asphalt pavement by milling to a two inch depth in the vicinity of the patch area and subsequent overlay repaving will be required.

**100.20 Special Provisions.** The requirements set forth in these “Special Provisions” shall be used in addition to those set forth in the “Standard Specifications for Public Works Construction”. In the event of a conflict between the specifications hereinbefore mentioned, and the contract documents, the hierarchy set forth in the Contract shall determine precedence.

**100.30 Standard Specifications.** All materials furnished and work performed shall be done in accordance with the most current edition of the “Standard Specifications for Public Works Construction” (Orange Book), “Standard Specifications for NDOT” where applicable and any revisions thereto if not covered or amended by the Special Provisions. The “Standard Specifications for Public Works Construction” are herein referred to as “Standard Specifications”.

#### **114.01 Insurance.**

See the web page for insurance requirements at [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/)

**115.00 Compliance with Laws and Local Labor and Material Requirements.** *Add:* Contractor, subcontractor, or anyone who provides labor, equipment, materials, supplies or services must comply with applicable federal, 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 this project.

**115.03 Registration of Contractors and Prequalification Requirements.** Contractors shall be licensed in accordance with NRS 624 and for projects where the engineer’s estimate exceeds the sum of 2.5 million must also be prequalified in accordance with NRS 338.1382(1)(a).

**116.05 Inspection and Testing Responsibility.** Project testing and inspection shall be the Contractor’s responsibility. TMWA may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with the terms of the specifications. Any retests due to faulty workmanship or materials shall be paid for by the Contractor. Specific testing requirements are contained in the Standard Specifications and as modified herein. The responsibility for ensuring that the work is constructed in strict conformance with the drawings, specifications, and other Contract documents resides solely with the Contractor.

**117.00 Materials and Workmanship.** The Contractor shall warrant equipment, material, and workmanship to be of first quality and shall guarantee that the quality of material and workmanship used in the job will be satisfactory for a period of one year after final acceptance of the work. Any defects occurring during the guarantee period shall be corrected in a manner satisfactory to TMWA. In the event repairs cannot be made without undue difficulty, the Contractor or his surety shall be responsible to TMWA for any damages determined reasonable and consistent with the circumstances and acceptable to the City.

### **PART 3, CONSTRUCTION METHODS**

**301.03 Removal of Materials.** The material milled from the roadway surface shall become the property of the Contractor, including material deposited in gutters and on adjacent traveled ways, and be immediately transported from the site for proper disposal.

**301.05 Basis of Payment.** The quantity of Cold Plane Milling – 2” Depth (width varies) shall be the area measured in square feet of milled pavement. Payment for milling shall be made at the unit price bid per square foot for Cold Plane Milling (width varies) for the 2 inch depth. Payment shall be full compensation for furnishing all materials, equipment, labor and any other incidentals necessary to complete the work as specified.

### **316 TACK COAT**

**316.01 Description.** This work shall consist of the furnishing of all materials, equipment and labor for the preparation and application of tack coat to the surfaces shown on the Standard Details and/or as specified herein.

**316.02 Materials.** Bituminous material shall be emulsified asphalt grade SS-1h per Standard Specifications, Subsection 201.04. Tack coat shall be prepared by mixing by weight one (1) part of emulsified asphalt with 1 part of water per Standard Specifications, Subsection 316.02.

**316.03.04 Application of Bituminous Materials.** Tack coat shall be uniformly applied at a rate of 0.08 gallons per square yard of surface or as directed by the Engineer.

Tack coat shall be applied to all cold pavement joints, gutter faces, manholes, and any other surface as directed by the Engineer.

Tack coat shall be applied between Plantmix Bituminous Pavement courses, as directed by the Engineer.

Tack coat shall be allowed to "break" and sufficient water to evaporate prior to placement of other materials.

**316.04 Measurement of Quantities.** The quantity of tack coat applied shall not be measured.

### **317 SEAL COATS (FOG SEAL, SAND SEALS AND CHIP SEALS)**

**317.01 Description.** This work shall consist of furnishing all materials, equipment, and labor for the preparation and application of a Fog Seal Coat on permanent patch surfaces, as directed by the Engineer.

**317.02.01 Bituminous Material.** Bituminous material shall be Emulsified Asphalt, Grade SS-1h, conforming to Subsection 201.04 of the Standard Specifications. Fog Seal Coat shall be prepared by mixing by weight one part of Emulsified Asphalt with one part of water in conformance with Subsection 316.02 of the Standard Specifications.

**317.03.05 Application of Bituminous Material.** Fog Seal Coat shall be uniformly applied at a rate of 0.10 to 0.12 gallons per square yard of surface, as directed by the Engineer, and shall completely coat all surfaces to which it is applied.

If existing pavement markings are nearby, they shall be protected with an appropriate material to prevent the application of the Fog Seal Coat to the pavement markings. After the fog sealing, the Contractor shall immediately remove all protective material from the pavement markings.

**317.04 Measurement of Quantities.** The quantities of Fog Seal Coat applied shall not be measured.

## **320 PLANTMIX BITUMINOUS PAVEMENT**

**320.01 Description.** This work shall consist of furnishing all materials, equipment, and labor for the preparation, mixing, hauling, placement, and compaction of plantmix bituminous pavement as shown in the Standard Details or as directed by the Engineer.

**Plantmix Bituminous Pavement (Type 3 - 50 Blow) PG 64-22 shall be used for asphalt patches on residential streets and low volume collectors.**

**Plantmix Bituminous Pavement (Type 2, 50 Blow Mix) PG 64-22 shall be used for asphalt patches and all bituminous overlays on high volume collectors and arterial streets.**

**All work performed in NDOT right of way shall meet NDOT specifications.**

Permanent Patch shall be constructed to match the thickness of the contiguous pavement, but in no instance shall the patch be less than four (4) inches in depth, which will be considered as the basic unit depth for patching. The Contractor shall notify TMWA whenever patches in excess of four (4) inches are encountered and the Contractor must obtain approval from TMWA prior to patching any required extra depth.

**320.02 Materials.** Plantmix Bituminous Pavement shall be a mixture of asphalt cement and plantmix aggregate. The asphalt cement shall be grade PG 64-22 per Standard Specifications, latest revision for the Type 2, 50 Blow mixture. PG 64-22 shall also conform to Standard Specifications, latest revision.

Plantmix aggregate for Type 2 and Type 3 Plantmix Bituminous Pavement shall conform to the Standard Specifications, latest revision.

The Contractor shall submit a mix design for review and approval prior to beginning any paving. The mix design shall be performed in accordance with Asphalt Institute MS-2 and the Standard Specifications. The mix design shall be submitted with design curves indicating relationships between various asphalt contents and stability, unit weight, voids, voids filled, and flow. Optimum oil content shall be that which yields air voids of 4% total mix. AC-20 asphalt mix designs shall meet the minimum criteria specified in the Marshall method according to procedures delineated by ASTM D-1559 for 50 compaction blows. The mix design shall not be more than six (6) months old, and shall be stamped by a registered Professional Engineer in the State of Nevada.

In addition to the above criteria, the mix design shall reflect a Void in Mineral Aggregate (VMA) value in accordance with the 1994 edition of Manual Series No. 2 (MS-2) of the Asphalt Institute.

**320.04.02 Aggregates.** Hydrated lime (hereinafter referred to as mineral filler) shall be added to all plantmix bituminous aggregates at not less than one percent (1%), nor more than two and one-half percent (2.5%) of the weight of the dry aggregate.

Mineral filler shall be drawn from a storage facility in which the mineral filler is agitated by air or other means to keep it in a uniform free flowing condition. The mineral filler for delivery to the mixer shall be from a van-type metering device, which is interlocked (electric driven feeders shall be actuated from the same circuit) to the flow of each aggregate feeder. The drive shaft on the mineral filler vane feeder shall be equipped with a revolution counter, able to read to one-tenth (0.10) of a revolution, and a means for varying the rate.

In continuous mix and/or drum dryer plants, the mineral filler shall be added to the aggregate after the aggregate is proportioned. In batch plants, the mineral filler shall be added to the aggregate prior to drying. Regardless of which type of plant is used, the following methods and/or procedures shall be utilized:

(1) Prior to introduction of the mineral filler, sufficient moisture shall be added to bring the moisture content of the aggregate to a minimum of four percent (4%).

(2) After the addition of the water and mineral filler, the aggregate shall be mixed in accordance with Subsection 320.04.03 of the Standard Specifications, or as modified herein, and approved by the Engineer. The completed mixture shall be directly introduced into the hot plant. Stockpiling of the completed mixture is strictly prohibited.

Mineral filler shall meet the requirements outlined in ASTM D-1097 in its entirety.

**320.05 Spreading and Finishing.** Plantmix bituminous pavement shall be laid in courses (lifts) and the thickness of each course shall not exceed four (4) inches loose.

In no instances shall the Contractor be allowed to stockpile hot plantmix bituminous pavement material on an existing paved street surface.

Saw cuts that extend into the existing pavement surface, that is not removed, shall be filled with a crack sealant compound such as Brewer Cote "Cold Pour Cracksealer" or equivalent, as approved by the Engineer.

**320.05.01 Rolling.** Establishment of rolling patterns shall be the responsibility of the Contractor and shall be approved by the Engineer.

**320.05.02 Joints.** When the abutting lane is not placed in the same day, or if the joint is distorted by traffic or other means during the days work, the edge of the lane shall be carefully trimmed to line by saw cutting and painted with a very thin coating of asphalt emulsion before the abutting lane is placed.

**320.06.02 Density.** Compaction after rolling shall be at least ninety-six percent (96%) of the density obtained with the Marshall Apparatus as per ASTM D-1559. Asphalt concrete patches will be accepted for density on a "patch list" basis. Density testing may have to be performed by the Contractor from core samples obtained from any of the patch locations, as directed by the Engineer, should it be determined necessary to clarify or verify density test results that were taken via other means.

**320.06.04 Voids.** In-place air voids, as determined by Theoretical Maximum Rice versus in place weight, shall be between three percent (3%) and eight percent (8%).

**320.06.05 Asphalt Cement Content.** Asphalt cement content shall be within +/- 0.50% of the optimum specified in the project mix design.

**320.07.02 Unacceptable Density.** Delete this entire Subsection, and replace with the following:

The Engineer will consider input from the Contractor, the materials testing laboratory, and sound engineering analysis and judgment before requiring mitigation (i.e. removal and replacement, increased thickness, or surface treatment) and/or payment reduction for plantmix bituminous pavement which deviates from specified density target ranges. The Engineer may, upon consideration of the specific circumstances, reduce or waive mitigation and/or pay reduction, or combine portions of mitigation and pay reduction.

If the Engineer makes a preliminary determination that mitigation and/or pay reduction is necessary, the Contractor may submit a written request to TMWA for retests. The retests may be performed by TMWA's testing consultant, or by any other approved independent testing laboratory. The Contractor shall submit a written request to TMWA for the approval of the laboratory. Retests shall be undertaken at the Contractor's expense. If the results of any retest are significantly different from initial testing, an independent testing laboratory that is mutually acceptable to TMWA and the Contractor will perform a "referee" test. Fifty percent (50%) of the cost of the "referee" tests shall be paid by TMWA and fifty percent (50%) shall be paid by the Contractor. TMWA may elect to make full payment and deduct the Contractor's fifty percent (50%) from progress or final payment to the Contractor. TMWA shall make a final determination regarding mitigation and/or pay reduction based upon the preponderance of test results and other factors.

**320.08 Measurement of Quantities.** Unless otherwise determined, the quantity of Plantmix bituminous pavement to be submitted as final pay quantity shall be the number of square feet of patching identified on each patch list and Patch Area Sketch as issued by TMWA. If the dimensions of any patch are revised, resulting in an increase or decrease in the TMWA's calculated quantity, the final pay quantity for that particular item will be revised accordingly with TMWA's approval.

The quantity of A.C. Patch, 4" Depth, shall be the area measured in square feet of the 4 inch deep patch of material placed and compacted with Plantmix Bituminous Pavement.

The quantity of A.C. Patch (Additional 1" Depth) shall be the area measured in square feet of the 4 inch deep patch of material placed and compacted with Plantmix Bituminous Pavement,, multiplied by the additional depth below 4 inches of placed and compacted A.C. Patch, 4" Depth, measured in inches.

The quantity of A.C. Plantmix Bituminous Overlay – 2" Depth shall be measured in square feet of material placed and compacted with Plantmix Bituminous Overlay – 2" Depth.

**320.09 Basis of Payment.** All accepted work and materials measured for payment as indicated above will be paid for in accordance with the unit prices established for each item and will be measured to the nearest tenth of a square foot for area.

Payment for each A.C. Patch, 4" Depth shall be made at the unit price bid per square foot, plus the price per square foot for each additional inch of A.C. Patch (Additional 1" Depth) in depth in excess of four (4) inches, as approved by TMWA. Payment shall be full compensation for sawcutting, excavating and removal of existing improvements, base preparation, mixing, hauling, placement, and compaction of plantmix bituminous pavement as specified by TMWA.

All work must be completed in a timely manner. A timely manner shall be considered all work completed within 30 days of notification for permanent patch and within 48 hours of notification for temporary patch. In the event the work is not completed within a timely manner Liquidated damages of \$50.00 per day shall be applied unless agreed to by TMWA or unforeseen circumstances from mother nature or material availability caused delay.

## 335 CLEANUP

**335.01 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 Engineer. In addition, all requirements of the Washoe County District Health Department for the Dust Control Permit shall be complied with at all times during the work.

**335.03 Pavement Surfaces.** In most cases, the use of power brooms, hand brooms, shovels and other such hand tools may be sufficient to adequately clean the pavement surface. However, the Contractor may be directed by TMWA to use a power sweeper and/or water truck to clean the roadway section if conventional methods fail to clean the area to the satisfaction of TMWA.

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 shall be removed at the time of the disturbance.

### 349 TRAFFIC CONTROL

**349.01 Description.** This work 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 edition of Part VI of the MUTCD. All signs and barricades shall conform to Section 332 of the Standard Specifications, these Special Provisions, Part VI of the MUTCD, where applicable.

Flag persons shall be used during working hours to control traffic flows, as directed by TMWA.

All streets shall be open for normal traffic movement during night time and weekend periods, unless previously approved by TMWA. 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 and private areas during nighttime and weekend periods is prohibited.

When road closures, parking limitations or other methods of traffic control may restrict residents, businesses, or customers from reasonable access to or from their properties, the Contractor shall provide a minimum of two (2) working days written notification to all affected parties. A minimum of one access to business or private property shall remain open at all times. The Contractor shall maintain one lane of each street open at all times during construction activities, unless otherwise approved by the TMWA.

If directed by the TMWA, a minimum of two (2) working days written notification shall be given to all or a specified number hereof of adjacent residents, businesses, Police and Fire Departments, paramedic/ambulance services, and the Engineer, 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 Engineer.

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.

Any signs, barricades, or barriers which are necessary for night time hours or poor visibility shall utilize warning lights as specified in the latest edition of Part VI of the MUTCD.

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.

Failure to comply with any specification herein or with direction from the Engineer may result in a stoppage of work until compliance is restored.

Sample Contract  
Contract No. 0809-033  
**2008-2009 Asphalt 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 Asphalt 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, for the time and materials sum of not to exceed \$ \_\_\_\_\_ **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 General Conditions.
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 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 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.

Owner and Contractor hereby enter into this agreement as of the date and year first written above.

"Owner"	
TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority	
By: _____	Date: _____
Name: Lori L. Williams, General Manager	

STATE OF \_\_\_\_\_ )  
 ) ss  
 County of \_\_\_\_\_ )

\_\_\_\_\_ 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 foregoing Contract and understands the terms, conditions, and requirements thereof.

**CONTRACTOR:**

**By:**  
**Title:**  
**Firm:**  
**Address:**  
**City/State & Zip:**  
**Telephone:**  
**Fax:**  
**E-mail:**

\_\_\_\_\_  
 (Signature Of Contractor)

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2008.

**ATTEST:**

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

L.S.

# Proposal Summary

(August 1, 2008)

**BID # 0708-033**

**BID TITLE: 2008-2009 Asphalt 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.

All quantities are estimated and the contractor(s) will be paid for work actually completed. TMWA desires to begin working on this project ASAP. The successful bidder(s) will be issued a contract for a not to exceed amount based on an estimated volume of work. The Purchase Orders will be revised as necessary since this is for an unknown volume of work.

Estimated Yearly Quantities	UNIT	ITEM DESCRIPTIONS	Unit Price	Total Price
2000	SF	A.C. Temporary Patch "Cold Mix" 2" depth, per Square Foot		
2500	SF	A.C. Patch, 4" Depth 150 Square feet or less, per Square Foot		
1000	SF	A.C. Patch, 4" Depth 151 Square feet or more, per Square Foot		
1500	SF	A.C. Patch (Additional 1" Depth), per Square Foot.		
1200	SF	A.C. Plantmix bituminous grind and overlay/ Cold plane Milling 2" Depth, per Square Foot.		
10	EA	Adjust manhole to grade, per Each.		
20	EA	Adjust water valve to grade, per Each		
5	EA	Adjust survey monument to grade, per Each		
1	EA	Adjust vault to grade, at per Each.		
5	EA	Replace and Adjust Survey Monument to grade, complete, in place, per Each		
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:**

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:
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 Asphalt 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.

Contractor/Bidder:

(Printed Name of 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: