



**WASHOE COUNTY**  
**COMMUNITY SERVICES DEPARTMENT**  
**Engineering & Capital Projects**

1001 EAST 9<sup>TH</sup> STREET  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3600  
FAX (775) 328-3699

**CONTRACT DOCUMENTS FOR**  
**INVITATION TO BID – DEMANDSTAR - ITB-001-0-2021/BW**  
**LOWER WOOD CREEK WQIP – PHASE I - EIP#01.01.01.0111**

**PWP# WA-2021-130**

**INCLINE VILLAGE NEVADA – SOUTHWOOD BLVD/MAYS BLVD**

*Advertisement Date:* Thursday, April 22, 2021  
*Pre-Bid Conference Date (Virtual):* Tuesday, May 4, 2021 at 9:00 AM  
*Deadline for RFI Submittals:* Thursday, May 13, 2021 at 12 Noon  
*Bid Opening Date and Time:* Thursday, May 20, 2021 at 2:00 PM  
*Approximate Award Date:* Tuesday, June 8, 2021  
*Approximate Construction Start Date:* Monday, July 5, 2021  
*Approximate Construction Duration:* 100 Calendar Days  
*Anticipated Completion by Friday October 15, 2021*

*Refer to Instruction to Bidders for the complete Invitation to Bid schedule*

For additional information, please contact:

**Bill Wardell, [wwardell@washoecounty.us](mailto:wwardell@washoecounty.us), 775-750-7325**

**WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT**  
**1001 EAST NINTH STREET, BUILDING A, RM A-255**  
**RENO, NEVADA 89512**

**Note: When sending in your bid only the following pages (in this order) are required:**

1. Bid Proposal
2. Vendor Information Sheet for Invitation to Bid
3. Prime Contractor Form
4. Bid Bond
5. Prime & Subcontractors 5% List
6. Anti-lobbying certification
7. Certificate Regarding Debarment, Suspension, and Other
8. Affidavit of Non-Collusion
9. Bid Schedule

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### Attached Exhibits:

- EXHIBIT A – PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS (4 PAGES)
- EXHIBIT B – ORANGE BOOK VERSION NO. 8 (General Provisions 10/19/18 Edition) (433 PAGES)
- EXHIBIT C – SPECIAL PROVISIONS (46 PAGES)
- EXHIBIT D – SAMPLE AGREEMENT (6 PAGES)
- EXHIBIT E – PRELIMINARY CONSTRUCTION DOCUMENT PACKAGE (21 PAGES)
- EXHIBIT F – 2021 PREVAILING WAGE RATES WASHOE COUNTY (33 PAGES)
- EXHIBIT G – GEOTECHNICAL AND SOILS HYDROLOGIC REPORT LOWER WOOD CREEK WQIP (55 PAGES)

## NOTICE TO CONTRACTORS

1. ***This project is partially funded by grants from the Nevada Division of State Lands and the Nevada Division of Environmental Protection. All grant requirements are identified in this package.***
2. The engineers estimated cost for the base bid for this project is: \$1,926,245
3. Contract Documents for this Project will be available to each bidder for the cost of reproduction at:

**Demandstar ( <http://www.demandstar.com/> )**

**ITB-001-0-2021/BW**

***In order to appear on the Plan Holder's List, receive addendums and remain on the Plan Holder's listing, prospective bidders must register with the source noted above. Apparent low bidder must be a plan holder.***

*There is no cost to prospective bidders to set up an account on Projectmates. Please contact the project manager with any questions.*

4. The General Scope of Work is as follows: Water quality improvement project within Incline Village that includes construction of AC Pavement sections for paths, roads and driveway approaches, curb and gutter, storm drain and infiltration facilities.
5. This project is anticipated to commence no later than *July 5, 2021 with a duration of 14 weeks or 100 calendar days. Anticipated substantial completion date is Friday October 15, 2021.*
6. There will be a pre-bid conference on *Tuesday, May 4, 2021* at 9:00 AM via Teams Meeting.

Please click the following link for the Teams meeting.

[Lower Wood Creek Pre-Bid Teams Link](#)

You may also call in at 775-325-0620 and use meeting ID 750 809 655#

Please email the Project Manager to be added to the calendar invite.

No site visit is planned as part of this meeting due to safety concerns. Proposers are encouraged to visit the area to review site conditions if needed.

7. This pre-bid conference is *Mandatory* for Prime Contracting bidders and optional for subcontractors. A list of addendums will be issued at this meeting.

***All questions are required to be submitted via Demandstar to the CSD Project Manager for review by 12 pm on Thursday May 13, 2021 in order to allow time to review and respond.***

8. Contractor shall provide a detailed construction schedule and detailed schedule of values for approval by the Project Manager prior to the project's pre-construction meeting.
9. This is a Federally funded project and will be subject to Davis-Bacon act requiring all wages to be paid at current Davis-Bacon except as noted below.

10. To assure consideration, all proposals shall be made on the blank form of proposal attached to these Specifications and shall be submitted electronically on Demandstar.com ITB-1-0-2021/BW. Staff will review the submitted proposals and recommend award to the lowest responsive/responsible bidder and the Washoe County Board of County Commissioners will consider award of the contract at a subsequently regularly scheduled meeting.
11. No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to **five percent (5%)** of the bid, made payable to the Washoe County Treasurer, as provided for in the General Provisions.
12. Pursuit to NRS 338.080, if the contract sum is \$100,000 or more, then the Contractor is required to pay prevailing wages for the work hereunder. Current prevailing wage rates are available through the State of Nevada Labor Commission.
13. As of January 1, 2020, NRS 338.01165 requires all contractors employing workers on certain public works projects to utilize apprentices for portions of the work. One or more apprentices must be used for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction. These percentages apply to the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed. Under NRS Chapter 338, this project is a public work that requires the use of apprentices. All contractors must comply with NRS 338.01165 for this project, unless a modification, waiver, or exemption applies.

NO APPRENTICESHIP DOCUMENTS ARE REQUIRED TO BE SUBMITTED WITH A CONTRACTOR'S BID.

## INSTRUCTIONS TO BIDDERS

**The construction documents attached as Exhibit E are preliminary and will be revised and distributed prior to the Pre-Bid Conference via Demandstar as an addendum.**

Proposals, to be entitled for consideration, must be made in accordance with the "Standard Specifications for Public Works Construction" 2012 Edition Revision 8, except where modified by the following instructions:

Proposals shall be made on the form provided in these Bid Documents, and all applicable blank spaces in the form shall be completed by bidder; numbers for item bid shall be stated both in writing and in figures; the signatures of all persons shall be in longhand; and the completed form shall be without interlineation, alterations, exclusions or erasure. No conditional Proposals will be accepted. The form shall be submitted electronically via [Demandstar.com](http://Demandstar.com)

### **LOWER WOOD CREEK WQIP – PHASE I - EIP#01.01.01.0111**

### **PWP# WA-2021-130**

All questions and correspondence shall be directed to the following person: All requests for information shall be **directed via email to the following CSD Project Manager:**

**Bill Wardell, [wardell@washoecounty.us](mailto:wardell@washoecounty.us), 775-328-3636**

Community Services Department,  
Engineering and Capital Projects Division

#### **PREBID CONFERENCE**

There will be a pre-bid conference on *Tuesday, May 4, 2021 at 9:00 AM* via Virtual Teams meeting. Please click the following link for the Teams meeting.

[Lower Woods Creek Pre-Bid Teams Link](#)

You may also call in at 775-325-0620 and use meeting ID 750 809 655#

Please email the Project Manager to be added to the calendar invite.

No site visit is planned as part of this meeting due to safety concerns. Proposers are encouraged to visit the area to review site conditions if needed.

**This pre-bid conference is *Mandatory* for Prime Contracting bidders and optional for subcontractors.**

Project Manager will transmit, through Demandstar, to prospective Bidders all addendums issued during the bidding period. Oral statements may not be relied upon and will not be binding or legally effective.

#### **INTERPRETATIONS AND ADDENDA**

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager via Projectmates. Interpretations or clarifications considered necessary by Project Manager in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to clarify, correct, or change the Bidding Documents, as deemed advisable by Owner.

***The deadline for submittal of RFIs will be: Thursday, May 13, 2021 at 12 Noon***

### **EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

Each bidder must: examine the Bidding Documents thoroughly; visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work; familiarize himself with federal, state and local laws, ordinances, rules and regulations including the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations that may in any manner affect cost, progress or performance of the work; and, study and carefully correlate Bidder's observations with the Bidding Documents.

On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall be responsible to restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

The submission of a Proposal will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Proposal is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and that Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

The Prime Contractor, each subcontractor and other persons who provide labor, equipment, materials, supplies or services for the public work must comply 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 public work.

### **SUBMISSION OF BID**

The Bid is to be submitted with the following:

1. Bid Proposal
2. Vendor Information Sheet for Invitation to Bid
3. Prime Contractor Form
4. Bid Bond
5. Prime & Subcontractors 5% List
6. Anti- lobbying certification
7. Certificate Regarding Debarment, Suspension, and Other
8. Affidavit of Non-Collusion
9. Bid Schedule

The apparent low bidder must submit the following within 2 hours of bid opening:

1. Two Hour 1% List of Responsible Trades
2. Project Workforce Checklist for Apprenticeship

### **EVALUATION OF BIDS AND AWARD OF CONTRACT**

The contract will be awarded to the Contractor who submits the best bid pursuant to NRS 338. In accordance with NRS 338.147, a Bidder who has a valid Nevada Certificate of Eligibility at time of Bid will receive preference over other Bidders who do not have a Certificate of Eligibility if amount of Bid is not more than five percent (5%) higher than low Bidder.

Owner reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. Owner may also reject the bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

The Owner reserves the right to reject any or all bids and to withhold award for up to sixty (60) days. If there are minor irregularities or informalities in any bid or in the bidding process, the Owner reserves the right to waive provisions of the Specifications relating to said minor irregularities or informalities.

**LOCAL PREFERENTIAL BIDDER STATUS**

There is no Local preferential bidder status for this project.

**GRANT FUNDING REQUIREMENTS**

**Below is an excerpt from the NDEP Grant Agreement between Washoe County and NDEP. All provisions shall be followed for this proposal.**

The Subgrantee shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies, or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise(WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Subgrantee agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

The Subgrantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Subgrant is in effect and within fifteen (15) calendar days after the termination date of this Subgrant.

### **DEBARMENT & SUSPENSION**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **COMPLIANCE WITH CLEAN AIR ACT**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### **FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.



**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **PROTESTS**

### *Protest of Specifications or Contract Terms*

A Bidder who believes Bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing to the Owner. To be considered, protests must be received at least seven (7) days before the Bid closing date. Owner will promptly respond in writing to each written protest, and where appropriate, issue all revisions, substitutions, or clarifications, via addenda. Protests of technical or contractual requirements shall include the reason for the protest, supported by documented factual information, and any proposed changes to the requirements.

## **NOTICE OF PROTEST OF AWARD OF CONTRACT**

Bidder shall comply with the Nevada Revised Statute (NRS) 338.142 - Notice of Protest of Award of Contract: period for filing; contents; posting and disposition of bond or security; stay of action; immunity of public body from liability to Bidder - if filing a protest.

A person who bids on a contract may file a notice of protest regarding the awarding of the contract within five (5) business days after the date the bids were opened by the public body or its authorized representative.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the public body or its authorized representative, at the time the notice of protest is filed, to post a bond with good and solvent surety authorized to do business in this state or submit other security, in a form approved by the public body, to the public body who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

Twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest;  
or

Two-hundred fifty-thousand dollars (\$250,000).

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until determination is made by the public body on the protest.

A person who makes an unsuccessful Bid may not seek any type of judicial intervention until the public body has made determination on the protest and awarded the contract.

Neither a public body nor any authorized representative of the public body is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted, or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the public body in an amount equal to the expenses incurred by the public body because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

### **SIGNING OF AGREEMENT**

The Agreement Form attached hereto will be used in executing a contract for this work. When Owner gives a Notice of Award to Successful Bidder, it shall be accompanied by required number of unsigned counterparts of the Agreement with the other Contract Documents that are identified in the Agreement as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Agency shall deliver one fully signed counterpart to Successful Bidder. Notice to Proceed will be issued by the Owner after execution of the contract and confirm the date by which work under the contract must commence.

### **BONDS**

A Labor & Material Payment Bond and a Performance & Completion Bond, each in an amount equal to one hundred percent (100%) of the total contract sum, shall be provided by the successful contractor in accordance with the forms provided in this package. Said bonds shall be in favor of "County of Washoe, a political subdivision of the State of Nevada".

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

### **INSURANCE SPECIFICATIONS**

The successful bidder shall be required to comply with the Construction Insurance Specifications attached as Exhibit "A".

### **DAVIS BACON AND RELATED ACTS (DBRA) AND COPELAND ANTI-KICKBACK ACT**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

In addition, contractors must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be included as part of each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. All suspected or reported violations will be reported to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations will be reported to the Federal Awarding agency.

### **PREVAILING WAGE RATES and PAYROLL TRACKING**

In the event that the Contract sum is One Hundred Thousand (\$100,000) dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338.

Contractor must submit payrolls electronically into the County's contracted payroll tracking system "LCP Tracker." This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. The County will set up the project in the

system, however, it's the responsibility of the Prime to add subcontractors. Obtain access to the LCP Tracker system no later than the date employees start work on the project. Ensure subcontractors have access to the LCP Tracker system for the reporting of payrolls no later than the date the subcontractor's employees start work on the project. Associated fees are paid for by the County. Information regarding options for interface software and training is available on LCP Tracker website.

#### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- (1)** Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2)** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3)** Withholding for unpaid wages and liquidated damages. The Federal funding agency, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4)** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **PERMITS and LICENSES**

Washoe County has initiated the application process to obtain the required permits from all entities required for the project scope. Washoe County will provide all information on permitting through these entities during the Pre-Bid Conference and make the information available as requested. The entities included in the permitting are Washoe County Engineering, NDEP and TRPA. All permitting is coordinated by Washoe County.

Any other permits, licenses, insurance policies, etc. as may be necessary to comply with Federal, State or local laws in the performance of the work, unless noted otherwise in the Scope of Work, are to be supplied and paid for by the Prime Contractor. All work to be performed shall be done by qualified and appropriately licensed mechanics.

### **SITE AND OTHER AREAS**

The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities have been obtained and paid for by Owner unless otherwise provided in the Bidding Documents. Additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

### **LIMITATIONS OF WORK**

Work limitations are to the locations indicated in the bid documents. These are the general Washoe County Right of Way for the work areas shown during normal business hours and in the staging area shown in the bid documents for storage during non-working hours.

All effort shall be given to minimize disturbance of any areas outside the right of way for the project area. The contractor shall be responsible for full survey of right of way and providing construction limit fencing for the duration of the project. All construction limits will be reviewed and approved by the Project Manager or other approved representative on site prior to start of construction.

**Washoe County will not be responsible for the cost to repair any disturbance outside the approved construction limits.**

### **RETAINAGE**

Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage, if applicable, are set forth in the Agreement.

### **APPRENTICESHIP**

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the County within 24 hours after bid opening along with the subcontractor list. A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR AND BY EACH SUBCONTRACTOR.

If apprentices are required by NRS 338.01165, within 2 business days after bid opening the apparent successful bidder and each subcontractor must submit the Apprenticeship Utilization Request Form to any necessary Registered Apprenticeship Programs to request apprentices for the project, and must provide proof of submission to the County. Within the 8 business days after bid opening, the apparent successful bidder and all subcontractors must provide to the County the responses, or non-responses, from the Registered Apprenticeship Programs, along with any requests for waivers of the apprenticeship requirements on the "Apprenticeship Utilization Waiver Request Form." Waiver requests may be submitted to the County at any time, but waiver requests due to NRS 338.01165(10)(d)(1) (no apprentices available from apprenticeship programs within Washoe County's jurisdiction) and (3) (apprentices requested from an apprenticeship program have been denied or not approved within 5 business days) must be submitted to the County at least within 8 business days after bid opening. Other waiver requests should be submitted to the County as soon as the need for a waiver is known. Along with the waiver request, the apparent successful bidder and any subcontractors must provide to the County all required documentation to support the waiver request. The County will work with bidders and subcontractors to comply with NRS 338.01165. The County reserves the right to waive these deadlines if problems in the NRS 338.01165 apprenticeship process arise.

IF NO WAIVER OR MODIFICATION IS OBTAINED, THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE APPRENTICESHIP REQUIREMENTS OF NRS 338.01165.

## SCOPE OF WORK

1. **WORK UNDER THIS CONTRACT:** includes but is not limited to, all material, labor, tools, expendable equipment, utility and transportation service, any and all travel expenses (if previously approved by County), and all incidental items necessary to perform and complete the required Scope of Work in a workmanlike manner, complete and on schedule.
2. a. The Site Address of the Work to be performed is:

### **SECTION OF SOUTHWOOD BLVD FROM SR28 TO MAYS BLVD,**

### **SECTION OF MAYS BLVD FROM SOUTHWOOD BLVD TO FREELS PEAK DRIVE**

- b. The Scope of Work for this project shall include but is not limited the following:
  - Demolition of infrastructure per design documents to include all removal of existing paving, signage, trees, PCC curb/gutter, landscaping and all associated grading work required based on the design scope. Verify demolition scope per Construction documents.
  - All work shall be in accordance with TRPA, NDEP, Washoe County and IVGID requirements. All permit compliance and inspections shall be coordinated by the contractor with the Owner to maintain schedule.
  - The contractor shall coordinate all utility construction activities with NV Energy, Southwest Gas, AT&T and IVGID as required.
  - The Owner retain third party inspection and testing as required to ensure conformance with the design, specifications and requirements.
  - All survey work required for construction shall be included in the Bid Proposal.
  - New construction to include all above and below grade scope shown in the attached Preliminary Construction Drawing set – Exhibit E. A revised set of Construction Documents will be distributed via Demandstar prior to the Pre-Bid Meeting.
  - Submitted proposal to include all new equipment, parts and supplies as specified to complete the design scope as detailed in Exhibit E and all specifications provided in the RFP set.
  - All installation to follow specifications, details, and installation standards as detailed in the Construction Document set.
  - The bid proposal shall be submitted in the attached format with all line-item detail as shown. All unit prices shall be all inclusive costs for installed scope based on existing conditions observed at the project site and account for all overhead.
  - Any requested alternatives or substitutions to the design or specifications are to be submitted as an RFI prior to bid submission. A submitted proposal without alternates will be subject to design conformance.
  - See Grant requirements under “Instructions to Bidders” section of this document for additional conditions.
  - The proposed bid amount will include all costs to conform with the schedule of the project as required in this package of 14 weeks from the Notice to Proceed date of July 5, 2021. No additional cost for overtime, weekend or after hours work will be allowed.

**Bid Alternates:** (Washoe County reserves the right to choose from these alternates as they fit within budget availability and not prioritization is intended in the numbering of the alternates)

- Bid Alternate #1 is to be an additive alternate to include the 48" culvert crossing on Southwood Blvd. which is to include costs for all work scope related to the crossing which is shown on Sheet C6 of Exhibit E. The additive alternate shall assume this work being performed in the same mobilization as the base bid.
- Bid Alternate #2 is to be a deductive alternate to remove the 3" mill and fill scope. The scope is per detail 3/D5 identified on sheets C7 and C8 of Exhibit E.
- Bid Alternate #3 is to be an additive or deductive alternate for the block shoulder treatment system identified in Detail 4/D4. This shall be an all inclusive cost per square foot for this treatment for areas possibly requiring an expanded use of this detail.



**BID PROPOSAL**

***(Submit this as page 1 in your Bid Package)***

Washoe County Commissioners  
c/o Community Services Department  
Administration Building A  
1001 East Ninth Street  
Reno, Nevada 89512

Board of County Commissioners:

I (we) hereby submit my (our) proposal bid for the:

**LOWER WOOD CREEK WQIP – PHASE I - EIP#01.01.01.0111**

**PWP# WA-2021-130**

In compliance with your published Invitation to Bid, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, therefore, together with **addenda numbered 1 through \_\_\_\_\_**, and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the County of Washoe to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the Plans, Specifications, and contract documents prepared, therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with Washoe County to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

## VENDOR INFORMATION SHEET FOR INVITATION TO BID

***Submit this as page 2 of your Bid Package***

**Vendor Must:**

- A) Provide all requested information in the space provided. The information provided below will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet with submitted bid package in the order shown.

Company Name:	
Street Address:	
City, State, ZIP:	
Main Office Phone No:	
DUNS: <i>(Required)</i>	NV Contractors License Number(s) & Class(es): <i>(Required)</i>
<b>Project Contact</b>	
Name:	Title:
Email:	
Office Number:	Cell Number:
<b>Name of Individual Authorized to Bind Organization / Contract Negotiations</b>	
Name:	Title:
Email:	
Street Address <i>(If different than above):</i>	
City, State, ZIP:	
Office Number:	Cell Number:

**PRIME CONTRACTOR FORM**  
**(Submit this as page 3 in your Bid Package)**

\_\_\_\_\_ (Firm Name)

\_\_\_\_\_ (Nevada Contractors License #)

\_\_\_\_\_ (Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The business is: (check one)

a corporation     a partnership     sole proprietorship

Principal Officers:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

Owners Not Listed Above:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

I, \_\_\_\_\_ (Name of Officer), certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

\_\_\_\_\_  
Signature and Title of Officer

**BID BOND**

***(Submit this as page 4 in your Bid Package)***

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_

*(Legal description and address of Surety)*

authorized to do business of Surety in the Washoe County, as Surety, are held and firmly bound unto Washoe County, as Owner, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), (which is not less than 5% of the contract price) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

The conditions of the above obligation is such that whereas the Principal has submitted to Washoe County, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the:

**LOWER WOOD CREEK WQIP – PHASE I - EIP#01.01.01.0111**  
**PWP# WA-2021-130**

Now, therefore, if said bid shall be rejected, or in the alternative, if said bid shall be accepted and the Principal shall execute and deliver a Contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his Faithful Performance of said Contract, and a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide and comply with the insurance requirements, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

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

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

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

(Seal) Principal \_\_\_\_\_  
By \_\_\_\_\_  
Surety \_\_\_\_\_  
By \_\_\_\_\_

STATE OF NEVADA     )  
                                  ) SS:  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a Notary Public, \_\_\_\_\_ who acknowledged to me that he/she was the Surety authorized to sign the foregoing Bid Bond.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC

**PRIME & SUBCONTRACTORS 5% List**  
**(Submit this as page 5 in your Bid Package)**

**For Subcontractors & General Contractors who self-perform:** List below the name, address, and Contractor’s license number/Class of each subcontractor who will provide labor or a portion of the work on the project for which the subcontractor will be paid an amount exceeding five (5) percent of the Contractor’s **total bid**. In addition, for each portion of the work to be completed by a subcontractor, list that subcontractor’s name, address and Contractor’s license number. For each of those listed, also describe the type or kind of work the subcontractor will perform.

**Per revised NRS 338.141, the prime contractor shall list itself on the list below. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.**

CONTRACTOR NAME & TYPE OF WORK TO BE PERFORMED	LICENSE NO.	% WORK PERFORMED
<b>1. Prime (Required)</b>		
2.		
3.		
4.		
5.		
6.		
7.		

A bidder whose bid is accepted may not substitute subcontractors names in the bid or listed within hours after bid opening, except as provided in NRS 338.141.

**ANTI- LOBBYING CERTIFICATION**  
**(Submit this as page 6 in your Bid Package)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date





**AFFIDAVIT OF NON-COLLUSION**

**(Submit this as page 8 in your Bid Package)**

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ (Name of party signing this affidavit and the Proposal Form)

\_\_\_\_\_ (title) under penalty of perjury, being duly sworn

Depose and say: That \_\_\_\_\_ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Signature \_\_\_\_\_

Title \_\_\_\_\_

SUBSCRIBED AND SWORN to before me

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## **BID SCHEDULE**

***(Submit this as page 9 in your Bid Package)***

BASE BID:

The undersigned, having examined the Contract Documents (including construction documents, specification and all exhibits) prepared by Washoe County Community Services Department, 1001 East Ninth Street, Reno, NV 89512 dated: and having visited the site and examined all conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, facilities, taxes, insurance and means of construction necessary for the work of the:

### **LOWER WOOD CREEK WQIP – PHASE I - EIP#01.01.01.0111**

#### **PWP# WA-2021-130**

in accordance with the Contract Documents for the stipulated sum(s) as follows:

***Washoe County as part of the budget conformance needs for this project reserves the right to add or remove scope within the line items below at the specified unit price of these line items. The apparent low bidder will be based on overall base bid amount. All unit prices shall include all costs to place/install the specific item with all overhead and other costs included. Additional lines are included if needed based on review. Missing information in this schedule will be considered non-responsive and the bid package may be rejected.***

<b>LOWER WOODS CREEK WQIP – INCLINE VILLAGE DETAILED COST ESTIMATE SUBMITTAL</b>					
<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST QUAN</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1	Mobilization and Demobilization	LS			
2	Construction Traffic Control	LS			
3	Temporary Erosion Control Measures	LS			
4	Dewatering	LS			
5	Project Sign	EA			
6	Tree Removal 6-Inch to 18-Inch Diameter	EA			
7	Tree Removal 19-Inch to 24-Inch Diameter	EA			
8	Plug and Abandon Storm Drain Pipe	LF			
9	Abandon Storm Drain Manhole	EA			
10	Remove Storm Drain Pipe	LF			
11	Remove Catch Basin / Sediment Trap	EA			
12	Remove Storm Drain Manhole	EA			
13	Remove Bituminous Pavement	SY			
14	Storm Drain Manhole 48-Inch	EA			
15	Storm Drain Manhole 60-Inch	EA			
16	Diversion Storm Drain Manhole 72-Inch	EA			

17	Catch Basin Type 3-R	EA			
18	Catch Basin Type 4-R	EA			
19	Catch Basin Type 4-R Dual	EA			
20	12-Inch HDPE Storm Drain Pipe	LF			
21	18-Inch HDPE Storm Drain Pipe	LF			
22	24-Inch HDPE Storm Drain Pipe	LF			
23	Sediment Trap 24-Inch	EA			
24	Sediment Trap 36-Inch	EA			
25	Storm Drain Outlet 12-Inch	EA			
26	Storm Drain Outlet 24-Inch	EA			
27	Rock Lined Channel	SF			
28	Rock Inlet Protection	SF			
29	Relocate Water Main	LS			
30	Relocate Water Service 2-Inch and Smaller	EA			
31	Type 1 PCC Curb and Gutter	LF			
32	PCC Post Curb	LF			
33	PCC Pedestrian Ramp	SF			
34	PCC Driveway Apron	SF			
35	Curb Outlet with Apron	EA			
36	Block Shoulder Treatment	SF			
37	6-Inch Aggregate Base	TON			
38	Bituminous Plantmix/HMA Paving (3-inch)	TON			
39	Bituminous Plantmix/HMA (6-Inch)	TON			
40	Bituminous Plantmix/HMA Driveway Paving (3-	TON			
41	Bituminous Plantmix/HMA Path Paving (3-inch)	TON			
42	Southwood Boulevard Snow Storage Area	EA			
43	Mays Boulevard Snow Storage Area	EA			
44	Revegetation Type A	SY			
45	Remove and Reset Post and Sign	EA			
46	Traffic Striping and Marking	LS			
47					
48					
51					
52					
53					
54					
<b>Total Base Bid Amount</b>					

<b>BID ALTERNATES</b>			
<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL PRICE</b>
<b>ALT 1</b>	Additive Alternate for the cost to install the 48" culvert as a lump sum proposal cost for this work. (See scope description)	LS	
<b>ALT 2</b>	Deductive Alternate for removal of the 3" mill and fill overlay as a lump sum removal of the cost of this work (See scope description)	LS	
<b>ALT 3</b>	Additive or Deductive Alternate for the addition or removal of the Block shoulder treatment (See scope description)	SF	

The undersigned to execute the Agreement within ten (10) calendar days of Notice of Award for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Project Manager.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Enclosed find cashier's check, certified check, or bid bond in an amount equal to at least five percent (5%) of the total amount bid.

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

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

Address: \_\_\_\_\_

Nevada Contractor's License No: \_\_\_\_\_

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

\_\_\_\_\_  
WITNESS

**TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES**

***(This form should be submitted within two (2) hours of the bid opening.)***

**PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM**

**For Subcontractors and General Contractors who self-perform:** List below the name, address and contractor’s license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor’s **total bid** or \$50,000, whichever is greater. (Attach additional sheets if necessary.)

**Per NRS 338.141, the prime contractor shall list itself on the list below. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.**

CONTRACTOR NAME & TYPE OF WORK TO BE PERFORMED	LICENSE NO.	% WORK PERFORMED
1. (Prime)		
2.		
3.		
4.		
5.		
6.		
7.		

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor’s license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor’s total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive.

A bidder whose bid is accepted may not substitute subcontractors names in the bid or listed within hours after bid opening, except as provided in NRS 338.141.

**LABOR AND MATERIAL PAYMENT BOND**  
**FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 338**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(Name and Address [or legal description] of Prime Contractor)

as Principal, hereinafter called "Principal", and \_\_\_\_\_  
(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the COUNTY OF WASHOE, a political subdivision of the State of Nevada, as Oblige, hereinafter called "Owner", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to below in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has be written agreement dated \_\_\_\_\_, 20\_\_, entered into contract with Owner for the " \_\_\_\_\_ " which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and shall save and hold harmless and indemnify Owner from and against any and all claims and demands of liens for work performed and materials supplied, then this obligation shall be void; otherwise it shall remain in full force and effect.

THIS BOND is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes and all acts amendatory thereof and supplemental thereto, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said contract, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of NRS, and all acts amendatory thereof and supplemental to.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_

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

State of Nevada Contractor's License # \_\_\_\_\_ Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Notary Public

Surety:

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
*(Note: Signature to be Notarized)*

Type: \_\_\_\_\_  
Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Surety's Licensed Nevada Resident Agent:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

By: \_\_\_\_\_  
*(Note: Signature to be Notarized)*

Type: \_\_\_\_\_

Bond No. \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Notary Public

**PERFORMANCE AND COMPLETION BOND**  
**FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 338**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Name and Address [or legal description] of Prime Contractor)

As Principal, hereinafter called "Principal", and \_\_\_\_\_

\_\_\_\_\_  
(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the COUNTY OF WASHOE, a political subdivision of the State of Nevada, as "Obligee", hereinafter called "Owner", in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has be written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into contract with Owner for \_\_\_\_\_, which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract"; and

WHEREAS, said Principal is required by the Nevada Revised Statutes 339.025, and all act amendatory thereof and supplemental thereto, to furnish a bond in connection with said Contract guaranteeing the faithful performance thereof; and

WHEREAS, the Principal under the terms of the Contract agrees to replace and/or repair without cost to the Owner any damage or imperfections due to faulty labor or materials incorporated in said work, including the landscaping, for a period of one (1) year, from and after the date of completion and acceptance by Owner of the work contracted to be performed.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall well and truly perform and complete in all its parts of the work described in said Contact within the time and in the manner therein specified and shall, for a period of one (1) year from the date of the work contracted to be performed is completed and accepted by Owner, replace and repair any and all defects arising in said work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in said Contract on the part of the Principal to be kept, performed and complied with within the time and manner therein specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, said Principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work within twenty (20) days after notice thereof from the Owner, and to fully complete the same with all due diligence and in accordance with the contract documents.



Further, Surety for value received, hereby stipulates and agrees that no prepayment or delay in payment and no change, extension, addition or alteration of the work or any provision of the Contract or in the plans, profiles, detailed drawings, specifications, and no extension of time and no forbearance on the part of the Owner shall operate to release or exonerate the Surety upon this bond, and consent thereto without notice to or consent by Surety is hereby given, and Surety hereby waives provisions of any law relating thereto. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Owner; and that the due execution and delivery hereof is condition precedent to liability on the part of the Owner, on said above mentioned Contract. It is further understood and agreed that this bond is made in compliance with NRS 339.025 and all acts amendatory thereof and supplemental thereto; and that all benefits therein set forth inure to the benefits of the Owner.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_ By \_\_\_\_\_  
(Note: Signature to be notarized)

Type: \_\_\_\_\_ Title: \_\_\_\_\_

State of Nevada Contractor's License # \_\_\_\_\_ Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Surety: \_\_\_\_\_ By: \_\_\_\_\_  
(Note: signature to be notarized)

Name of Surety

Type: \_\_\_\_\_  
Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Surety' Licensed Nevada Resident Agent:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_

Bond No. \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public