

SOLICITATION DOCUMENTS & SPECIFICATIONS

FOR

**PITTMAN TERRACE WATER QUALITY
IMPROVEMENT PROJECT
GLENBROOK
DOUGLAS COUNTY, NEVADA**

BY

NEVADA TAHOE CONSERVATION DISTRICT

400 DORLA COURT

ZEPHYR COVE, NEVADA 89448

(775) 586-1610

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FOR
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GLENBROOK, DOUGLAS COUNTY, NEVADA**

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NOTICE TO CONTRACTORS

1. Proposals will be received in the Office of the Nevada Tahoe Conservation District (NTCD) at 400 Dorla Court, Zephyr Cove, Nevada, or via email to mkelly@ntcd.org until **4:00 P.M. on May 02, 2018** for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA”**. Proposals will be internally reviewed and scored by NTCD personnel. The NTCD Board of Supervisors will consider award of the contract at a subsequently scheduled meeting.
2. To assure consideration, all proposals shall be made on the blank form of proposal attached to these Specifications. If submitting a proposal by email, electronic copies of the forms may be requested.
3. No proposal will be considered unless accompanied by a cashier’s check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to Nevada Tahoe Conservation District as provided for in the General Conditions. The Engineer’s Estimate for the Project is between \$300,000 and \$400,000.
4. Project Contract Documents may be obtained at no cost at Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, Nevada 89448 or electronically via email.
5. Following receipt of written notification of contract award, the contractor shall execute and return the Agreement within ten (10) calendar days. The contract work shall be commenced upon receiving the NOTICE TO PROCEED. The Notice to Proceed will be issued by the NTCD after execution of the contract.
6. Contracts for work under this proposal will obligate the Contractor and subcontractors not to discriminate in employment practices pursuant to NRS 338.125. If the contract sum is \$250,000 or more, the Contractor must pay the prevailing wage rates pursuant to NRS Chapter 338, copies of which are available at the office of the Nevada State Labor Commission.
7. The Contractor shall visit the project site and familiarize himself with the scope of the Project PRIOR TO SUBMITTING A BID. If the Contractor finds any errors, omissions, or discrepancies in the plans or specifications, he shall notify the Engineer immediately.
8. No grading may be performed outside the period between October 15 and May 1 without written permission from the TRPA.

SCOPE OF WORK

1. **WORK UNDER THIS CONTRACT:** includes but is not limited to, all material, labor, tools, expendable equipment, utility and transportation service, traffic control, signage, and all other incidental items necessary to perform and complete, in a workmanlike manner, the work described within and required for:
 - Construction special technical provisions as prepared by Nevada Tahoe Conservation District (NTCD).
 - Construction of Pittman Terrace Water Quality Improvement Project improvements (refer to plans prepared by NTCD) including, but not limited to:
 1. Install stormwater conveyance rock lined and block channels with associated features
 2. Install and retrofit infiltration features and associated inlets and pipes
 3. Install stormwater culvert and trench drain
 4. Grading for a dirt access path
 5. Protection of existing utilities
 6. Revegetation
 7. Remove and dispose of existing improvements as necessary.
 8. Provide temporary erosion control and perform traffic control.
 9. Haul any extra material to approved disposal site.
 10. Repair all existing site improvements damaged during the course of the work.
 11. Work must be completed by October 15, 2018 unless written approval from NTCD and TRPA is obtained by the Contractor.

2. **CONFORM WITH THE FOLLOWING SCHEDULE:** Work may begin no earlier than May 15, 2018 in order to assure the site is dry and all permits are in place. Work must be completed by October 15, 2018 unless written approval is given by NTCD and TRPA. Construction shall be completed within thirty (30) working days from the date the Contractor is issued the Notice to Proceed. If the construction schedule cannot be completed within the scheduled time due to circumstances beyond the Contractor's control, the construction schedule can be extended through a revised schedule established at the discretion of Nevada Tahoe Conservation District and retention shall be held until construction work is completed.

3. **PERMITS AND LICENSES:** NTCD will provide the Tahoe Regional Planning Agency (TRPA), Nevada Department of Transportation (NDOT), and Douglas County permits. The Contractor shall obtain any other permits and licenses required to complete this work. The Contractor shall procure and maintain, at his expense, all licenses, insurance policies, etc. as may be necessary to comply with Federal, State or local laws in the performance of the work.

4. **UTILITIES:** There are known utilities in the project site and general locations of existing known utilities are shown on the plans. However, it is the contractor's responsibility to verify the utility locations and contact the engineer if any discrepancies are found between the plans and what is verified in the field. Coordinate with the Engineer and utilize call before you dig, underground services prior to any work on site.

5. **BID IRREGULARITIES:** The NTCD reserves the right to reject any or all bids and to withhold award for up to thirty (30) days. If there are minor irregularities or informalities in any bid or in the bidding process, the NTCD reserves the right to waive provisions of the specifications relating to said minor irregularities of informalities.

INSTRUCTIONS TO BIDDERS

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

1. Proposals will be received in the Office of the Nevada Tahoe Conservation District (NTCD) at 400 Dorla Court, Zephyr Cove, Nevada, or via email to mkelly@ntcd.org until **4:00 P.M. on May 2, 2018** for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA”**. Proposals will be internally reviewed and scored by NTCD personnel. The NTCD Board of Supervisors will consider award of the contract at a subsequently scheduled meeting.
2. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.
3. Bids will be accepted only on the complete project as outlined in the Scope of Work. No partial bids will be accepted.
4. Bidder shall visit the site and know all requirements of work within these specifications to his/her satisfaction before submitting a bid. An optional pre-bid meeting will be held at 10 AM on April 24, 2018 meeting at the corner of Friedhoff Drive and US-50.
5. Should a bidder find discrepancies in, or omissions from, the drawings or documents, or should he be in doubt as to their meaning, he should at once notify NTCD, who will send a written instruction to all bidders. Neither NTCD nor the Engineer will be responsible for any oral instructions.
6. Any written instructions, bulletins or drawings issued to bidders by NTCD or Engineer during the course of bidding shall be covered in the proposal, and in closing a contract, they will become a part thereof.
7. The Agreement Form attached hereto will be used in executing a contract for this work.
8. 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 Nevada Tahoe Conservation District as provided in the General Conditions. The Engineer's Estimate for the Project is between \$300,000 and \$400,000.
9. Following receipt of written notification of contract award, the contractor shall execute and return the Agreement within ten (10) calendar days. The Notice to Proceed will be issued by NTCD after execution of the contract, and confirm the date by which work under the contract must commence. The contract work shall commence on or about May 15, 2018. All project work shall be completed by October 15, 2018.
10. Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty but as liquidated damages, FIVE HUNDRED DOLLARS (\$500.00) for each day required to complete the work in addition to the period of time hereinbefore set forth.
11. 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 as shown on Pages L-1 through L-2 and PB-1 through PB-2 herein. Said bonds shall be in favor of "Nevada Tahoe Conservation District, a political subdivision of the State of Nevada".
12. Bidders attention is directed to the Insurance Specifications attached as Exhibit "A". The successful bidder shall be required to comply with such provisions.

13. NTCD reserves the right to reject any or all bids and to withhold award for up to thirty (30) days. If there are minor irregularities or informalities in any bid or in the bidding process, NTCD reserves the right to waive provisions of the Specifications relating to said minor irregularities or informalities.
14. Contracts for work under this proposal will obligate the Contractor and subcontractors not to discriminate in employment practices pursuant to NRS 338.125. If the contract sum is \$250,000 or more, the Contractor must pay the prevailing wage rates pursuant to NRS Chapter 338, copies of which are available at the office of the Nevada State Labor Commission.
15. Award of the contract will be made to the best value bid considering lowest cost, similar successful project work, and responsiveness of bidder as determined by the NTCD in compliance with the bid documents and which, in the NTCD's sole judgment, best meet the NTCD's needs.
16. Pursuant NRS 338.143 a person or firm who files a notice of protest regarding the award of a public works contract is required to post with NTCD a security in the form of; a bond, or certificate of deposit containing an acknowledgement by a qualified financial institution that a sum of money has been received. The security shall be equal to the lesser of twenty five percent of the value of the protester's bid or \$250,000. The security is required to be posted at the time of the filing of the written notice of protest.
17. The bidder's attention is directed to NRS 338.147. All bidders who would like to claim preferential bidder status should read the "Preferential Bidder Status" form and submit required documents with the Bid Proposal and Schedule. **A copy of a valid Nevada State Contractor's Board, Interim Certificate of Eligibility shall be submitted with the bid proposal.** It is the intent of NTCD to enact the provisions of NRS 338 in regards to preferential bidder status only in the event that a 5% preference is utilized in the determination of the low bidder.
18. Each Contractor, subcontractor and other person who provides 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.

BID PROPOSAL

NEVADA TAHOE CONSERVATION DISTRICT
400 Dorla Court
Zephyr Cove, Nevada 89448

Gentlemen:

I (we) hereby submit my (our) proposal for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT”**.

In compliance with your published Notice to Contractors, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, including the Special Technical Provisions and the Standard Specifications for Public Works; therefore, together with addenda numbered _____ through _____, and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Nevada Tahoe Conservation District (NTCD) 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 100% Design Plans, Special Technical Provisions, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with NTCD 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.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and that NTCD does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.

BID SCHEDULE

PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

BASE BID: Pittman Terrace Water Quality Improvement Project construction per bid items. All items not covered by in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Items.

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
1	1	LS	Mobilization and Demobilization		
2	1	LS	Temporary Erosion Control		
3	1	LS	Traffic Control		
4	1	LS	Demolition and Existing Infrastructure		
5	1	LS	Clearing and Grubbing		
6	1	LS	Protect Existing Utilities (Electric/Communication, Sewer, Private Water)		
7	16	LF	Install 15" RCP		
8	1	EA	NDOT Type 1 Headwall		
9	100	LF	Remove and Relocate Existing Historic Fencing		
10	1	LS	Micro Basin and Overflow Structure		
11	126.3	CY	Grading Cut		
12	102.9	CY	Grading Fill		
13	22	CY	Fill and Compact Existing Ditch		
14	100	LF	Block Channel		
15	337	LF	Rock Lined Channel		
16	14	EA	Rock Drop Structures		
17	26	LF	Trench Drain & Pavement Patch		
18	1	LS	Friedhoff Infiltration Feature		
19	1	LS	Retrofit NDOT Infiltration System		
20	1	LS	Demo Existing and Install Proposed Pittman Terrace Infiltration Feature		
21	8,930	SF	Revegetation and Irrigation		

BASE BID TOTAL (in numerals) _____

BASE BID TOTAL (in words) _____

BID SUMMARY

PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

TOTAL BASE BID: \$ _____

The unit prices above shall be the basis of determining the amount paid for the completed project including any increased or decreased quantities authorized by the Engineer.

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days 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 Engineer.

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.

Name of Firm _____

By _____

Address _____

Phone _____

Fax _____

Email _____

Nevada Contractor's License

No. _____

Date _____

WITNESS

PREFERENTIAL BIDDER STATUS

NRS 338.147 and NRS 338.1389 provides that a contractor who has been found to be a responsible contractor and who provides proof to, and receives an Interim Certificate of Eligibility from, the Nevada State Contractor's Board that certifies the payment of:

- (1) The sales and use taxes imposed pursuant to Chapter 372, 374 and 377 of NRS on materials used for construction in the State of Nevada of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid;
- (2) The motor vehicle privilege tax imposed pursuant to Chapter 371 of NRS on the vehicles used in the operation of the general contractor's business in the State of Nevada of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of his bid; or
- (3) Any combination of such sales and use taxes and motor vehicle privilege tax, or
- (4) Acquired, by inheritance, gift, or transfer through a stock option plan for employees, all the assets and liabilities of a viable, operating construction firm that possesses a:
 - a) License as a general contractor pursuant to the provisions of Chapter 624 of the NRS; and
 - b) Interim Certificate of Eligibility to receive a preference in bidding on public works

shall be deemed to have submitted a better bid than a competing contractor who has been certified to have made payment of those taxes if the amount of his bid is not more than 5% higher than the amount bid by the competing contractor.

Contractors who desire to claim this preference, must submit to NTCD with the bid, a copy of a valid Nevada State Contractor's Board Interim Certificate of Eligibility and the Preferential Bidder Status Affidavit provided on the following page.

PREFERENTIAL BIDDER STATUS
AFFIDAVIT

I, _____, on behalf of the Prime Contractor, _____
_____, swear and affirm that in order to be in compliance with NRS 338 and be eligible to receive a preference in bidding on **Pittman Terrace Water Quality Improvement Project**, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the Awarding Body to damages. In addition the Contractor may lose its certification for a preference in bidding for 5 years and/or its ability to bid on any contracts for public works for one year pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all of the non-apportioned vehicles primarily used on this project are registered in Nevada;
3. The Contractor shall ensure at least 25 percent of the materials used on this project are purchased in Nevada and;
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

By: _____

Title: _____

Signature: _____

Date: _____

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

State of _____)

)ss.

County of _____)

Notary Signature STAMP AND SEAL

BID BOND

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 State of Nevada, as Surety, are held and firmly bound unto Nevada Tahoe Conservation District, as NTCD, 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 _____, 2018.

The conditions of the above obligation is such that whereas the Principal has submitted to NTCD, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the **“PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT”**.

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 NTCD, 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 NTCD 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.

Principal

(Seal)

By

Surety

(Seal)

By

BID BOND (continued)

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On this _____ day of _____, 2018, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she was the Principal
authorized to sign the foregoing Bid Bond.

NOTARY PUBLIC

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On this _____ day of _____, 2018, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she was the Surety authorized
to sign the foregoing Bid Bond.

NOTARY PUBLIC

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____
(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

GENERAL CONTRACTOR

(Firm Name)

(Nevada Contractors License #)

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

The firm is: (check one)

____ a corporation ____ a partnership ____ sole proprietorship

Principal Officers:

Name

Title

Signature

Owners Not Listed Above:

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

FIVE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 5% ON THIS FORM

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 five percent (5%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. _____	_____ _____ _____	_____
2. _____	_____ _____ _____	_____
3. _____	_____ _____ _____	_____
4. _____	_____ _____ _____	_____
5. _____	_____ _____	_____

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 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. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

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

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. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. _____	_____ _____ _____	_____
2. _____	_____ _____ _____	_____
3. _____	_____ _____ _____	_____
4. _____	_____ _____ _____	_____
5. _____	_____ _____ _____	_____

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. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141.

Nevada Tahoe Conservation District, FAX (775) 586-1612

AFFIDAVIT OF NONCOLLUSION

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 _____, _____.

NOTARY PUBLIC

**CERTIFICATION OF BIDDER, PROPOSED CONTRACTOR OR
SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY OR VOLUNTARY EXCLUSION**

The undersigned bidder, proposed contractor or subcontractor certifies, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in public works contracts by the Nevada Labor Commissioner.
3. Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

**CERTIFICATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS**

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him;
 - b) Is not reported accurately to the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

Name of Bidder

Name and Title of Authorized Representative

Signature

Date

QUALIFICATION OF BIDDER CERTIFICATE

The undersigned bidder, proposed contractor or subcontractor certifies, that they are qualified to do the water quality improvement project and associated revegetation as described in Section 102 CONTRACTOR QUALIFICATIONS of the Special Provisions prepared by NTCD and submitted all qualification as stated in 102.01 Description together with the bid document.

Contractor Qualifications _____

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

AGREEMENT FORM

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, acting through its Board of Supervisors, hereinafter called the "NTCD" and _____,

General Contractor, Nevada State License No. _____, hereinafter called the "Contractor".

W I T N E S E T H :

That the NTCD and the Contractor, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work. The Contractor shall furnish all of the materials and perform all of the work described in the Specifications entitled "**PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA**" prepared by the Nevada Tahoe Conservation District, and shall do everything required by this Agreement and the Specifications.

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within thirty (30) working days from the date the Contractor is issued the Notice to Proceed.

The date specified in the Notice to Proceed shall be the effective date of this Agreement.

Should the Contractor fail or refuse to complete the work within the stipulated timeframe, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, FIVE HUNDRED DOLLARS and NO CENTS (\$500.00) for each work day required to complete the work in addition to the period of time hereinbefore set forth.

In the event that the NTCD has failed to appropriate or budget funds for the purposes specified in this agreement, or that NTCD has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this agreement, this agreement shall be terminated without penalty, charge or sanction.

Article 3. Contract Time Extensions. All claims for extensions of time shall be made in writing to the Engineer within seven (7) calendar days after the beginning of the delay; otherwise, they will be disallowed.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the NTCD or the Engineer, or by any employee of either, or by any separate contractor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the contract time may be extended by change order for such reasonable time as the NTCD may determine.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any of the aforesaid causes or any other cause regardless of whether the delay is foreseeable or not, except that the NTCD agrees to compensate the Contractor for any damage resulting from any affirmative, willful act in bad faith performed by the NTCD or its employees which unreasonably interferes with the Contractor's ability to perform the work.

An extension of contract time for a delay will be allowed only in the case that a normal working day is lost. A normal working day is defined as any day, except weekends and holidays, during which the Contractor can work for at least four hours. Delays will not be allowed for non-working days (e.g., weekends and holidays). Claims by the Contractor for delays will not be allowed on account of failure to furnish information, until 14 days after a request for information is submitted by the Contractor, and then not unless such claim is reasonable.

Extensions of contract time shall not be allowed for the following types of delays:

1. Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.
2. Delays in the execution of parts of the work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the work, or the completion of the whole work within the time specified.

3. Delays arising from interruptions occurring during the prosecution of the work on account of reasonable interference of other contractors employed by the NTCD, which do not prevent the completion of the whole work within the contract time.

Article 4. Progress Payments. If acceptable progress has been made, the NTCD shall, once each month, make an estimate of the total amount of work completed to date and the monetary value thereof and make a partial payment on the Contract.

The NTCD shall retain ten percent (10%) of such estimated value of the work done as part security for the fulfillment of the Contract and shall pay monthly to the Contractor, while carrying on the work the balance not retained, after deducting there from all previous payments.

The amount withheld as provided herein shall be retained for a period of thirty (30) days from the date of the Notice of Completion.

NTCD shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by NTCD in accordance with State law. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the NTCD may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) final payment is due under the Agreement or State law; whichever occurs first. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of State law.

Article 5. Acceptance and Final Payment. As soon as practical, following the completion of the work, the Contractor shall make a request by letter to the NTCD for a final inspection and acceptance of the work; if, in the NTCD's opinion, all provisions of the Construction Specifications and Agreement have been satisfied, the NTCD will cause a Notice of Completion to be filed with the Douglas County Recorder.

At the expiration of thirty (30) days following the filing of the Notice of Completion or use or occupancy of the public work by the NTCD, final payment shall be made as follows:

After deducting all previous payments from the total value of the work, the remaining balance shall be paid unless any of the following conditions exist to allow withholding of payment: (a) claims, liens or outstanding debt have been filed against the Contractor or against the work because of Contractor or its agents; (b) claims or demands by NTCD including those involving: disputes about the Contract, Contractor or subcontractor compliance with applicable codes and laws, the work, time or liquidated damages; (c) amounts required by law to be retained by the NTCD. Contractor shall submit proof satisfactory to the NTCD that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 6. The Contract Sum. The NTCD shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Construction Specifications and to the satisfaction of the Engineer the amount set forth in the contract documents. This sum is to be paid in the manner and under the conditions here in before specified.

Article 7. Performance and Payment Bonds. The Contractor agrees that he will, before this contract becomes effective, furnish the NTCD a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the NTCD, each in an amount equal to one hundred percent (100%) of the total contract sum. The Performance and Completion Bond shall be conditioned upon the Contractor's full and faithful performance of the contract in accordance with the plans, specifications and conditions of the contract in accordance with the Contract Documents and this Agreement and further conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by NTCD. The Labor and Material Payment Bond is solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded and shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work. (See NRS 339.025)

Article 8. The Contract Documents. The following is an enumeration of all of the Contract Documents making up the Agreement (also herein and throughout the Contract Documents referred to as Contract), which are by this reference hereby incorporated into this Agreement and they are as fully a part of the Agreement as if hereto attached or herein repeated:

- o Notice to Contractors

- Scope of Work
- Instructions to Bidders
- Bid Proposal
- Bid Schedule
- Bid Summary
- Preferential Bidder Status
- General Contractor Information Form
- Five Percent List of Responsible Trades
- Two Hour One Percent List of Responsible Trades
- Affidavit of Non-Collusion
- Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
- Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
- Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements
- Agreement Form
- Labor & Material Payment Bond
- Performance and Completion Bond
- Special Provisions to the Standard Specifications for Public Works Construction, 2016, or latest edition
- General Provisions of the Standard Specifications for Public Works Construction, 2016, or latest edition
- 100% Engineer Stamped Design Plan Set for the **Pittman Terrace Water Quality Improvement Project**
- Exhibit A – Construction/Indemnification and Insurance Specifications
- Exhibit B – Special Technical Provisions by NTCD
- Exhibit C – Project Permits
- Addenda
- Change Orders
- Construction Change Directives
- Any amendments made hereto

In the event of any conflict between any of the Contract Documents, this contract shall be governed in accordance with the following order:

- a) This Agreement
- b) Plan Set Drawings
- c) Special Technical Provisions by NTCD
- d) Standard Specifications

Article 9. Nondiscrimination. In accordance with NRS 338.125, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including, without limitation, apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this article constitutes a material breach of the Contract.

Article 10. Veteran's Preference. As provided in NRS 338.130, Contractor agrees as follows:

1. When persons are employed in the performance of this contract or in the construction of this public work, employment preference will be given, the qualifications of the applicants otherwise being equal:

(a) First: To persons who:

- (1) Have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and
- (2) Are citizens of the State of Nevada.

(b) Second: To other citizens of the State of Nevada.

NOTICE TO CONTRACTORS:

If the provisions of NRS 338.130 (dealing with Preferential Employment in Construction of Public Works) are not complied with by the contractor engaged on the public work, THE CONTRACT IS VOID, and any failure or refusal to comply with any of the provisions of this section renders any such contract void. All boards, commissions, officers, agents and employees having the power to enter into contracts for the expenditure of public money on public works such as this contract shall file in the Office of the Labor Commissioner the names and addresses of all contractors holding contracts with the public body, and upon the letting of new contracts, the names and addresses of such new contractors must likewise be filed with the Labor Commissioner. Upon the demand of the Labor Commissioner, contractor shall furnish a list of the names and addresses of all subcontractors employed by the contractor engaged on a public work. Subject to the exceptions contained in NRS 338.130, no money may be paid out of the treasury of NTCD to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor.

Article 11. Prevailing Wage Rates. In the event that the Contract sum as listed above exceeds Two Hundred and Fifty Thousand Dollars (\$250,000.00) or more due to a change order, Contractor agrees that it shall pay the prevailing wage rates in effect at the time of the bid to the persons who are entitled to such wages as determined by the regulations of the labor commissioner. This applies to the entire contract period. Further, and in accordance with NRS 338.060, Contractor shall forfeit as a penalty to the NTCD, Twenty to Fifty Dollars (\$20.00 - \$50.00) for each worker employed for each calendar day or portion thereof that such worker is paid less than the designated rate for any work done under the Agreement by him or any subcontractor under him. The exact amount of the penalty is determined by the labor commissioner's regulations. In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each worker employed by him in connection with this project. The records shall be open to inspection by the NTCD, its officers and agents at all reasonable hours. No provision of this Contract shall be construed to excuse any duty either Party has under the prevailing wage laws of Nevada. (NRS 338.010 et.seq.)

Article 12. Indemnification/Insurance. NTCD has established specific indemnification and insurance requirements for agreements/contracts with contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss of liability related to their activities. Exhibit A, pages 1-5, is included by reference. All conditions and requirements identified in this exhibit shall apply to any work completed under this Agreement.

Article 13. Alternative Dispute Resolution. NRS 338.150 requires that a method of alternate dispute resolution be utilized to resolve any disputes that arise between the public body and the contractor engaged on a public work before initiation of a judicial action. The parties agree to submit any dispute that arises under this contract to a mutually agreeable alternative dispute resolution method prior to the initiation of a judicial proceeding. In addition, it is further agreed that neither party is entitled to an award of attorney's fees from the opposing party as a result of the outcome of an alternative dispute resolution method or a judicial proceeding even if the party is considered to be a prevailing party.

Article 14. Termination. In addition to the other provisions of this Agreement, NTCD has the right to terminate the Agreement without cause at any time upon giving the Contractor seven (7) days notice in writing. In the event the Agreement is terminated by NTCD in accordance with this provision, NTCD agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

Article 15. Laws and Compliance with Laws. This Contract is governed by and shall be interpreted under the laws of the State of Nevada. The Contractor and his agents including subcontractors, employees and persons who provide labor, equipment, materials, supplies or services for the work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and the requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the work. In addition, the parties to this contract agree and stipulate that the venue for any dispute arising under this Agreement will be in a court of competent jurisdiction in Douglas County, Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NEVADA TAHOE CONSERVATION DISTRICT, by:

GLEN SMITH, Chairman
NEVADA TAHOE CONSERVATION DISTRICT

On this _____ day of _____, 2018, before the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, personally appeared before me _____, as Chairman of the Nevada Tahoe Conservation District Board of Supervisors, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

CONTRACTOR

On this _____ day of _____, 2018, before the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, personally appeared before me _____, General Contractor, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND
FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339

KNOW ALL MEN BY THESE PRESENTS: That _____
(Name and Address [or legal description] of 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 NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, as Obligee, hereinafter called "NTCD", 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 NTCD 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 by written agreement dated _____, entered into contract with NTCD for "PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA" 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 NTCD 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 seal, this _____ day of _____, 2018.

PRINCIPAL: _____

By: _____

(Note: Signature to be notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____, ____.

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 _____, 2018.

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

PERFORMANCE AND COMPLETION BOND
FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 339

KNOW ALL MEN BY THESE PRESENTS: That _____

(Name and Address [or legal description] of 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 NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, as Obligee, hereinafter called "NTCD", in the amount of _____ Dollars (\$_____) said sum being 100% of the contract amount payable by the NTCD 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 by written agreement dated _____, entered into contract with NTCD for **"PITTMAN TERRACE QATER QUALITY IMPROVEMENT PROJECT, GLENBROOK, DOUGLAS COUNTY, NEVADA"** 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 acts 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 NTCD 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 NTCD 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 Contract 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 NTCD, 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 NTCD, 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 to full completion within twenty (20) days after notice thereof from the NTCD, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

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 NTCD 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 NTCD; and that the due execution and delivery hereof is condition precedent to liability on the part of the NTCD, 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 NTCD.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seal, this _____ day of _____, 2018.

PRINCIPAL: _____

By: _____

(Note: Signature to be Notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____, 2018.

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 _____, 2018.

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

Exhibit A

CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS FOR PITTMAN TERRACE WATER QUALITY IMPROVEMENT PROJECT

INTRODUCTION

NTCD has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend NTCD, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend NTCD or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay NTCD'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If NTCD's personnel are involved in defending such actions, CONTRACTOR shall reimburse NTCD for the time spent by such personnel at the actual cost incurred by NTCD for such services.

In determining the nature of the claim against NTCD, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against NTCD.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, Property Insurance and Professional Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by NTCD. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the NTCD to make any payment under this Agreement to provide NTCD with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between NTCD and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify NTCD in writing prior to the signing of this Agreement. NTCD reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager, \$0.

The General Contractor shall provide, at its sole cost and expense, maintaining during the entire term of this Agreement, a policy of commercial general liability insurance naming NEVADA TAHOE CONSERVATION DISTRICT, NEVADA DEPARTMENT OF TRANSPORTATION, DOUGLAS COUNTY, UNITED STATES FOREST SERVICE and NEVADA DIVISION OF STATE LANDS as an additional insured covering the premises (including the land, equipment, controls and other facilities) insuring against the risks of death, bodily injury, property damage and personal injury liability arising out of or in connection with the use of the roads on the Premises, including roads used for traffic diversion purposes in connection with the Project, for the purposes authorized by this Agreement. Such insurance shall provide not less than the following limits: One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one person; Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death arising out of any one (1) occurrence; and One Million Dollars (\$1,000,000.00) with respect to property damage or other loss arising out of any one (1) occurrence. The insurance required under this Agreement shall (a) be issued by insurance companies authorized to do business in the State of Nevada, with classification of at least A and a financial rating of XI or better as rated in the most current issue of "Best's Key Rating Guide," and (b) contain an endorsement requiring thirty (30) days' written notice from the insurance company to all additional insureds before cancellation or change in the coverage, scope, or amount of the policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the NTCD. NTCD reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the NTCD prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. NTCD, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects NTCD, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by NTCD, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to NTCD, its officers, agents, employees, or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONTRACTOR'S insurance shall issue a Waiver of Subrogation endorsement.

2. Property Coverages

CONTRACTOR shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to NTCD. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by NTCD. CONTRACTOR shall provide boiler and machinery insurance coverage or other forms of property insurance as appropriate for the project. If the project is in a flood plain, NTCD reserves the right to require flood coverage at CONTRACTOR'S expense. Losses paid under any property insurance policy or policies shall be paid directly to NTCD by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NTCD except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. NTCD, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. NTCD reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish NTCD with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the NTCD and be received and approved by NTCD before work commences.** NTCD reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of NTCD, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies NTCD may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, NTCD may, at its sole option:
 - a. Purchase such insurance to cover any risk for which NTCD may be liable through the operations of CONTRACTOR under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

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

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

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

Exhibit A

SPECIAL TECHNICAL PROVISIONS

Exhibit B

PROJECT PERMITS