

**COUNTY OF NYE, STATE OF NEVADA**

**BID NO. 2021-05  
PWP-NY-2022-114**

**TYPE 2 GRAVEL - PAHRUMP**

RESPONSE PACKAGE

***Including:***

GENERAL INSTRUCTIONS TO CONTRACTORS  
SPECIAL PROVISIONS/SPECIFICATIONS


RESPONSE NO: 2021-05

LABOR COMMISSION PWP-NY-2022-114

RESPONSES OPEN: November 29, 2021 2:00 p.m.

CONTRACT TERM: One Year

Approved:

DocuSigned by:  
  
E082F7E184C747D...

Debra Strickland, CHAIR  
Board of County Commissioners

Date: 11/4/2021 \_\_\_\_\_

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**1.0 GENERAL INSTRUCTIONS TO RESPONDERS**

**1.1 RECEIPT AND OPENING OF RESPONSES**

The Nye County Board of Commissioners, on behalf of the County of Nye, State of Nevada (herein called the "OWNER") invites bids for approximately 38,000 tons of Type 2 gravel for the Pahrump area.

The Contractor must include cost to comply with the requirements as stated in Section 2.11 "Description of Work."

All responses must be in a sealed envelope clearly marked "**BID #2021-05/PWP-NY 2022-114 TYPE 2 GRAVEL.**" **No verbal, e-mailed or facsimile transmitted responses will be accepted or considered.** The sealed responses will be accepted by mailing to 2101 E. Calvada Blvd. Suite 200, Pahrump, NV 89048; or by hand delivery or Express delivery to the physical location of Nye County Purchasing Department, 2101 E. Calvada Blvd. Suite 200, Pahrump, NV 89048, until 2:00 p.m. on November 29, 2021. Opening of the responses will commence at 2:00 pm on November 29, 2021, in the Nye County Purchasing Department, 2101 E. Calvada Blvd. Suite 200, Pahrump, NV 89048. The contract will be awarded upon approval of the Nye County Board of Commissioners. Envelopes containing the bids must be sealed and addressed to the physical location of Nye County Purchasing Department, 2101 E. Calvada Blvd. Suite 200, Pahrump, NV 89048, until 2:00 p.m. on November 29, 2021:

**Response #2021-05 – TYPE 2 GRAVEL – PAHRUMP**

The COUNTY may, but need not, consider any response not prepared and submitted in accordance with the provisions hereof and may, but need not, waive any informalities or errors in form. The COUNTY reserves the right to reject any and all Responses.

Any response may be withdrawn prior to the above scheduled time for the opening of the Responses or any authorized postponement thereof. Any Response received after the time and date specified shall not be considered. No Responder may withdraw a Response within 30 calendar days after the actual date of the opening thereof.

## 1.2 PREPARATION OF RESPONSE

All response prices must be submitted in writing, in ink, or be typewritten, in both words and figures and completed according to the Schedule of Items and Prices. The Responder must submit a Contractor Qualification (a copy of which is included in this Response Package) for the Responder and any subcontractor the Responder intends to use for the job. All required certifications must be fully executed when submitted.

Each Response must be submitted in a sealed envelope bearing on the outside the name of the Responder, his/her address, and the name of the project for which the Response is submitted. If the Response is forwarded by mail, the sealed envelope must be addressed and labeled as noted above. No Responses transmitted by facsimile will be considered. One (1) original and two (2) copies of the Response must be included.

## 1.3 METHOD OF RESPONDING

The COUNTY requests responses include the price per unit in accordance with the Schedule of Items and Prices. The Responder's Response shall be totaled on the last page of the Responder's Proposal.

The COUNTY reserves the right to make modifications in specifications and/or conditions prior to Response opening, if deemed necessary, in which event, all Responders will be timely notified, and/or the time for Responses extended.

Each Responder will submit with its Response the following:

- 1.3.1 The information requested on the forms entitled "Contractor Qualification", included in this Response package.
- 1.3.2 Data relating to the duration of time it has engaged in the type of work for which this Invitation to Response is made.
- 1.3.3 References, with names, addresses and telephone numbers of entities to which the Responder has previously performed work similar to that sought by this Invitation to Response.

Any other terms, costs, conditions, or options that would affect Responder's Response and which have not been requested or specified in the Response package, must be noted and included in the submitted Response.

Apprentices-SB207 (Required forms to be completed at time of Response)

As of January 1, 2020, Senate Bill (SB) 207 (2019) 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 SB 207 for this project, unless a modification, waiver, or exemption applies.

Required Forms Per SB207:

- 1.3.4 Apprenticeship Utilization Request Form: To be filled out and completed if Contractor and or Sub-Contractor anticipate having more than 3 of any craft while working on project. (To be done for each applicable craft)
- 1.3.5 Apprenticeship Utilization Waiver Request Form: To be filled out by Contractor and or Sub-Contractor if (1) No Registered Apprentice Programs exist in the jurisdiction for the craft/type of work required for the PWP; (2) A request for Apprentice was denied or not acted upon within 5 business days; or (3) The PWP requires the performance of uniquely complex or hazardous work.
- 1.3.6 Project Workforce Checklist: To be filled out and completed if Contractor and or Sub-Contractor anticipate having less than 3 of any craft while working on project. (To be done for each applicable craft)

The latest forms and information on SB 207 can be found on the Office of the Labor Commissioner's website:  
[http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

#### 1.4 OBLIGATION OF RESPONDER

At the time of the opening of the Responses, each Responder will be presumed to have read and thoroughly familiarized him/herself with all the Response package documents. Each Responder will be presumed to have visited and visually examined the condition and environment of location of work. The failure or omission of any Responder to examine any form, instrument or document shall in no way relieve any Responder from any obligation in respect to his/her Response.

#### 1.5 SUBCONTRACT

Contractor must include in his or her proposal a separately completed "Contractor Qualification" for each person or company to whom the Responder proposes to award a subcontract for performance of the required duties. No proposal shall be considered if the Responder fails to submit this form.

#### 1.6 QUALIFICATION OF CONTRACTOR

The COUNTY may make such investigations as it deems necessary to determine the ability of Contractor (and any designated Subcontractors) to supply the materials and perform the work required. The contractor shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request.

The COUNTY reserves the right to reject any Response if the statement submitted by the Contractor, or any subsequent investigation of the Contractor fails to satisfy the COUNTY that such Contractor/Subcontractor is qualified to carry out the obligation of the contract.

## 1.7 ACCEPTANCE

Upon acceptance of the Response, a final contract between COUNTY and the successful Contractor will be executed, the same to embody by reference the provisions of this Response Package, except as otherwise negotiated.

## **2.0 SPECIAL PROVISIONS**

### 2.1 STANDARD SPECIFICATIONS

TYPE 2 gravel specifications shall comply with the 2001 edition of the Standard Specifications for Road and Bridge Construction, State of Nevada Department of Transportation, with the exceptions as noted in section 2.7.

In case of conflict between the Standard Specifications and these Special Provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

### 2.2 TERMS

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

- 2.2.1 Nye County Director of Public Works or his assign for Director, where reference to Director and/or Engineer is made.

### 2.3 PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.3.1 The Purchasing Department will furnish the prospective Responder with a proposal form.
- 2.3.2 The form of the Responder's bond, which must be provided by the Contractor, is attached hereto, following the signature page of the proposal annexed hereto.
- 2.3.3 AWARD AND EXECUTION OF CONTRACT
- 2.3.4 The award of contract will be to the best Responder whose proposal complies with all the requirements prescribed.
- 2.3.5 Following award of the contract, a contract will be prepared, incorporating the Invitation to Response and the Response Package, and will be executed by the parties thereto.

### 2.4 BEGINNING OF WORK, "TIME OF COMPLETION"/LIQUIDATED DAMAGES

- 2.4.1 Contractor shall begin work within from one (1) to ten (10) business days after receiving "Notice to Proceed" for the work described in the Response package

awarded to the Contractor and shall diligently prosecute the same with all work completed within sixty (60) calendar days from the Notice to Proceed date.

- 2.4.2 Attention is directed to the provisions in Section 2.5 "TERMINATION".
- 2.4.3 Contractor shall complete all the work described within sixty (60) calendar days of the Notice to Proceed date, unless an extension is provided in writing by County. Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to County in the amount of Five Hundred Dollars (\$500.00) for each working day beyond the deadline taken for completion, as provided herein.
- 2.4.4 All rights and remedies of the County are cumulative and not exclusive of any other rights or remedies that may be available to County, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provisions set forth herein is County's exclusive remedy for Contractor's breach as specifically defined in Section 2.5.2. County may elect to withhold the liquidated damages from any payment to Contractor.

## 2.5 TERMINATION

- 2.5.1 The contract may be terminated for cause by the Board of Commissioners, upon the recommendation of the Director of Public Works. Cause shall include, but is not limited to, the following: testing requirements not met or failure to comply with any contract requirement.
- 2.5.2 Upon determination of cause by the Director of Public Works, written notice shall be given the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall cease work and meet with the Director of Public Works or his assign to determine corrective action. Corrective action will be agreed to in writing and signed by both parties. In the event that no agreement is reached within ten (10) working days of notice, the Director of Public Works may recommend the termination to the Board of Commissioners. The Board of Commissions' decision shall be final.
- 2.5.3 County shall have the right, at any time to terminate the Contract, without cause, with thirty (30) days written notice. Upon termination of the Contract, other than for Cause, County shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in the Contract.

## 2.6 MATERIAL SPECIFICATIONS

Class 2 Aggregate Base – Aggregate for TYPE 2, CLASS A aggregate base shall be free from vegetable matter and other deleterious substances and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.

The course aggregate (material retained on the No. 4 sieve) shall consist of material of which at least 50 percent (50%) by weight shall be crushed particles and shall meet the requirements of section 704.03.04 of the 2001 "*Standard Specifications for Road and Bridge Construction*", State of Nevada Department of Transportation, latest edition; except as noted by asterisk.

Aggregate shall conform to the grading and quality requirements shown in the following tables.



**AGGREGATE GRADING REQUIREMENTS**  
**PERCENTAGE PASSING**

<b><u>Sieve Sizes</u></b>	<b><u>Percentage by Weight Passing Sieve</u></b>
1 Inch	100
¾ Inch	90-100
No. 4	35-65
No. 16	15-40
No. 200	2-14 *

**QUALITY REQUIREMENTS**

<b>Project Control Tests</b>	<b>Test Method</b>	<b>Requirements</b>
Sieve Analysis	Nev. T206	ABOVE
Sampling Aggregate	Nev. T200	-----
Fractured Faces	Nev. T230	50 Percent Min.
Plasticity Index	Nev. T212	Table 1
Liquid Limit	Nev. T210	35 Max.

<b>Source Requirement Tests</b>	<b>Test Method</b>	<b>Requirements</b>
Resistance (R Value)	Nev. T115	70*
Percentage of Wear (500 Rev.)	AASHTO T96	45 Percent Max.

The aggregate shall not be treated with lime, cement or other chemical material before the Durability Index test is performed.

If the results of the aggregate grading tests do not meet the requirements specified placement of the aggregate base will be discontinued immediately. Another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified.

No single aggregate grading test shall represent more than 500 cubic yards or one day's production, whichever is smaller.

When aggregate base is to be measured by the ton, the weight will be converted to volume for the purpose of the above paragraphs. Factors for converting tons to cubic yards will be determined by the Engineer.

## 2.7 STOCKPILE

Prior to the County taking receipt of any of the road materials that are the subject of this bid package, a stockpile of ten thousand (10,000) cubic yards initially shall be prepared, test approved and maintained in a location in Pahrump jointly approved by Nye County Public Works and the contractor.

For the duration of the contract, said stockpile will be maintained for the exclusive use of Nye County Public Works.

Thereafter, the volume of said stockpile shall be maintained at a volume of not less than five thousand (5,000) cubic yards.

The volume will be determined by cross-section, average end area method. This will be done by Nye County Public Works.

Said stockpile shall be tested to ensure compliance with Section 7 (Material Specifications – Aggregate Bases). Nye County Public Works will provide said testing. It is recommended that contractor provide independent testing at the contractor's expense.

## 2.8 WEIGHING OF MATERIAL

All material picked up by Nye County Public Works or delivered to Nye County Public Works shall be weighed on a certified scale at the contractor's expense.

## 2.9 PAYMENT

- 2.9.1 All payments will be on a tonnage basis, at the accepted bid price only.
- 2.9.2 Include in the Unit Price overhead, profit and all incidental costs.

## 2.10 BONDS

- 2.10.1 A Response bond in an amount equal to ten percent (10%) of the total Response price must accompany the Response. The bond shall be on the form provided, or on a like form.
- 2.10.2 A performance bond in an amount equal to fifty percent (50%) of the total contract amount must be provided by the Contractor.
  - 2.10.2.1 The bond must be furnished to COUNTY within eight (8) days, not including Sundays and legal holidays, after the successful Responder has received notice from the COUNTY that the contract has been awarded.
  - 2.10.2.2 The performance bond must guarantee the faithful performance by the Contractor of all the terms of the contract.
- 2.10.3 A materials and payment bond in an amount equal to fifty percent (50%) of the total contract amount must be provided by the Contractor.
  - 2.10.3.1 The bond must be furnished to the COUNTY within eight (8) days, not including Sundays and legal holidays, after the Responder has received notice from the COUNTY that the contract has been awarded.

2.10.3.2 The payment bond shall guarantee Contractor's payment of all subcontractors and/or vendors for all labor, materials, provisions, supplies or items expended in fulfilling the contract.

## 2.11 SUBCONTRACTING

2.11.1 No subcontracting by Contractor shall be approved unless requested in writing to the Director and approved in writing by the Director of Public Works.

2.11.2 In no case shall said subcontract reflect a change in Response price.

## 2.12 DESCRIPTION OF WORK

The total quantity of material required during the contract term is estimated to be 38,000 tons.

**PROPOSAL TO THE COUNTY OF NYE**

**CONTRACT NO. 2021-05/ PWP-NY-2022-114**

**TYPE 2 Gravel - PAHRUMP**

*(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)*

NAME OF RESPONDER

\_\_\_\_\_

BUSINESS ADDRESS

\_\_\_\_\_

CITY, STATE, ZIP

\_\_\_\_\_

TELEPHONE NO: AREA CODE (    ) \_\_\_\_\_

E MAIL ADDRESS \_\_\_\_\_

The Work for which this proposal is submitted is for construction in accordance with the provisions of the Invitation to Bid and the Bid Package (including the special provisions and specifications).

The Responder shall set forth the "Unit Price" for each "Unit", in clearly legible in both words and figures in the respective spaces provided in the "Schedule of Item and Prices" for this purpose. The amount set forth as the "Total Cost" shall be the extension of the "Unit Price" times the "Quantity" for the particular "Item No.", the sum of the "Total Cost" of all Items will be the "Total Price" for the complete Project or Work.

In case of discrepancy between the "Unit Price" (cost per unit of measure) and the total set forth for the "Total Cost", the "Unit Price" shall prevail, provided however, if the amount set forth as a "Unit Price" is ambiguous, unintelligible or uncertain for any cause and a contrary intention is not evident from the proposal and other contract documents upon which the Response is based, or if the Responder made no entry in the "Unit Price" column, or entered the same amount in the "Unit Price" and "Total Cost", then the amount set forth as the "Total Cost" for the number of units specified in the project shall prevail. When the amount set forth as the "Total Cost" prevails, it shall be divided by the "Quantity" in the corresponding "Item No.", and the price thus obtained shall be the "Unit Price".

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the sums required by this Invitation to Response and Response Package, with surety satisfactory to the County, within eight (8) calendar days, not including Saturdays, Sundays and legal holidays, after the Responder has received notice from the County that the contract has been awarded, the County may, at its option, determine that the Responder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null



**THE RESPONDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

The Responder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Relations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by Responders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should know that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Responder shall complete, under penalty of perjury, the following questionnaire:

Has the Responder, any officer of the Responder, or any employee of the Responder who has a proprietary interest in the Responder, ever been disqualified, removed, or otherwise prevented from RESPONDING on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board.

**TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT**

In accordance with Title 23, United States Code, Section 112, the Responder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive RESPONDING in connection with this contract.

***NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.***

***RESPONDERS are cautioned that making a false certification may subject the certified to criminal prosecution.***

**CONTRACTOR QUALIFICATION**

Part I

**CONTRACTOR INFORMATION**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Vendor Payment Terms: \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

Business License # \_\_\_\_\_

Time Period \_\_\_\_\_ How Long in Business \_\_\_\_\_ *(if applicable)*

**LIABILITY**

Nevada State Contractors License #: \_\_\_\_\_

Contracting Limits: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy No: \_\_\_\_\_  
*(Attach Proof of Insurance)*

**REFERENCES**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_



**CONTRACTOR QUALIFICATION**

Part II

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

**CONTRACTOR INFORMATION**

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

**PERFORMANCE**

Liquidation Damages and/or Disputes

List all projects in the last 2 years where liquidation damages were or may be assessed, where the substantial disputes or protests occurred, or are currently occurring. Explain in detail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever failed to complete any work awarded to you? If yes, explain where and why.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever defaulted or been terminated on a contract? If yes, explain where and why.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXPERIENCE**

If you anticipate subcontracting work, under what conditions would subcontractors be used?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List subcontractors normally used.

\_\_\_\_\_  
\_\_\_\_\_

---

Background and experience of the principal members of your organization who would be involved in contract work for Nye County.

Name	Title	Experience (Years)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONTRACTOR QUALIFICATION**

Part III

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

**CONTRACTOR INFORMATION**

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

**COMPLIANCE**

Have any charges been filed against you or your firm with the Equal Opportunity Commission or any similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations? If yes, explain in detail.

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Have you had any violations/fines for environmental non-compliance? If yes, give details.

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Have you had any violations/fines for OSHA non-compliance? If yes, give details.

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**RESPONDER'S BOND**

**COUNTY OF NYE**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the County of Nye, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE Response of the Principal above named, submitted by said Principal to the County of Nye for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_

\_\_\_\_\_, Nevada on \_\_\_\_\_, 2021 for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Copy here the exact description of work, including location, as it appears on the proposal.)*

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Response, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

**SAMPLE AGREEMENT**  
**(For reference only, Do Not complete this Agreement)**

TYPE 2 GRAVEL - PAHRUMP

CONTRACT

BETWEEN

THE COUNTY OF NYE

AND

\_\_\_\_\_

Nevada Contractor's License # \_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Telephone Number

This Contract, entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between **THE COUNTY OF NYE**, hereinafter referred to as "County", and \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_ State of Nevada, hereinafter referred to as "Contractor."

**WITNESSETH:**

That the County and the Contractor, for the consideration hereinafter set forth, agree as follows:

**ARTICLE I. SCOPE OF WORK**

Contractor shall furnish all material and perform all work in a professional manner as set forth in the Contract Documents for Response No. 2021-05/ PWP-NY-2022-114. Contractor covenants to test and provide the Type 2 Gravel as the County may request, as described in Annex A to this Agreement. County further reserves the right to conduct additional testing as deemed necessary and to reject nonconforming product. It is recommended that anytime additional testing is done by County, Contractor do a test at the same time.

This Agreement shall be for one year. The term of this Agreement is to be from **date to date**. Upon receipt of the initial draw of 10,000 cubic yards the remainder of product will be purchased on an "as needed" basis.

Contractor further agrees to perform all extra work necessary in connection therewith and under the terms as stated in said Contract Documents; and at his (it's or their) own proper cost and expense, to furnish all the bonds, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the project in accordance with the terms and conditions and prices stated in said Contract Documents.

**ARTICLE 2. NOTICE TO PROCEED, TIME OF COMPLETION, TERMINATION AND MODIFICATION/LIQUIDATED DAMAGES**

The Contractor shall not commence work, nor incur any expense therewith, before it is notified to proceed with the work. The work to be performed under this Contract shall commence within one (1) to ten (10) business days of the commencement date set forth in the Notice to Proceed unless otherwise extended by written authorization by the Director of Public Works.

The following performance periods shall apply:

[A] The work, including any or all options and alternatives identified in Article 11, shall be substantially completed in compliance with the applicable time frames as set forth in the bid package.

In determining substantial completion and/or final acceptance, the parties agree that the County's Director of Public Works shall be guided by principles of fairness and the efforts of the Contractor to comply with designated performance periods.

[B] TERMINATION

1. County shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar day's written notice.
2. Upon termination of this Contract, other than for Cause, County shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in this Contract and all applicable documents which, by reference, are made a part hereto.

[C] MODIFICATION/CHANGE ORDER

This Contract may not be modified, amended, supplemented, or extended except by written document executed by the Contractor and Nye County Board of Commissioners.

[D] LIQUIDATED DAMAGES

Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to County in the amount of Five Hundred Dollars (\$500.00) for each working day beyond the deadline taken for completion, as provided herein. All rights and remedies of the County are cumulative and not exclusive of any other rights or remedies that may be available to County, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provision set forth herein is County's exclusive remedy for Contractor's breach as specifically defined in Article 2 paragraph [A] County may elect to withhold the liquidated damages from any payment to Contractor.

ARTICLE 3. DESCRIPTION OF PRODUCT AND INVOICING

Contractor shall furnish, except as otherwise expressly provided in this Agreement, at Contractor's expense, all labor, supervision, materials, equipment and incidentals required to provide the product according to the specifications and in consideration of the charges set forth in Annex A hereto.

County shall pay and reimburse Contractor for provision of the Type 2 Gravel in accordance with the terms and at the rates of compensation and reimbursement set forth in Annex A. Payment in accordance with Annex A shall constitute full and sole payment and compensation to Contractor for providing the Gravel.

All invoicing is to be sent to Nye County Public Works, 250 North Highway 160, Suite 2, Pahrump, Nevada 89060. Payment of any such invoice shall not preclude County's right to question the accuracy thereof. Payment terms to be net 30 days.

ARTICLE 4. CONDUCT OF OPERATIONS

Contractor shall provide said product in full compliance with all federal, state and local laws, rules and regulations that are or may become applicable to the provision of the Gravel.

ARTICLE 5. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the County, its officers, agents and employees from any and all claims, causes of action, liability, loss, costs, reasonable attorney's fees, or other expenses arising from, in the performance of or with relation to any of the work or services to be performed or furnished by Contractor or Contractor's agents, partners, affiliates, subcontractors, or employees or any of their agents or employees under the Contract whether caused by the negligence, gross negligence or willful misconduct of Contractor or Contractor's agents, partners, affiliates, subcontractors, or employees or any of their agents or employees. Contractor agrees to defend, indemnify and hold harmless the County, its officials, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death that may be sustained, suffered or incurred by County arising from or in connection with a third party claim for

personal injury, death, loss or damage to any property to the extent caused by any negligent or gross negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor, Contractor's agents, partners, affiliates, subcontractors, or employees or any of their agents or employees, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent or gross negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law.

#### ARTICLE 6. STATUS AS INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee, servant, agent or representative of County. Contractor shall provide product in accordance with this Contract and all applicable documents, and any subsequent written agreements defining the nature and scope of the Services. As an independent contractor, Contractor shall not participate in the employee benefits available to County's employees.

Neither compliance or non-compliance by Contractor and Contractor's employees, agents, and representatives with the terms and provisions of this Contract shall affect Contractor's status as an independent contractor or relieve Contractor of any of Contractor's duties, liabilities, or obligations under this Contract.

#### ARTICLE 7. FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement 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.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by Contractor shall constitute a material breach of Contract.

#### ARTICLE 8. PREVAILING WAGE

- A. Labor Law Requirements. The Contractor must strictly comply with all applicable provisions of the Nevada State Labor Laws, including, but not limited to, Title 28, Chapter 338 of Nevada Revised Statutes, as amended, and with applicable labor laws and regulations of the Federal Government.
- B. Prevailing Rate of Wages. The wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work specified in this Contract or upon any materials to be used therein shall not be less than the hourly minimum rate of wage as fixed by the Nevada State Labor Commissioner, which schedule of wage rates is annexed hereto and hereby made a part of this Contract. The Contractor shall forfeit, as a penalty to the County of Nye, the sum of \$10.00



for each workman employed for each calendar day or portion thereof that such workman is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under the Contractor.

Contractor shall submit a copy of Certified Payroll Reports to Nevada State Labor Commissioner and Nye County Public Works no later than 15 calendar days after the end of each month.

- C. Hours of Work. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day, and not more than fifty-six (56) hours in any one week, except in cases of emergency where life or property is in imminent danger. In such emergency cases, the person required to work over eight hours per day or fifty-six hours per week shall be paid at least regular wages for all overtime.

This Contract may be canceled at the election of the County for any failure or refusal on the part of the Contractor or any subcontractor faithfully to perform the Contract according to the terms as to wages and hours as herein provided.

**NOTE:** NRS 338.080 (3) exempts any contract for a public work whose total cost is less than \$100,000 from prevailing wage requirements.

#### ARTICLE 9. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

- A. Compensation Insurance. The Contractor shall procure and maintain, during the life of the Contract, Industrial Insurance as required by the Nevada Industrial Insurance Act, for all of his employees to be engaged in work at the site of the project under this Contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide such Industrial Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Industrial Insurance. In case any class of employees engaged in work on the project under this Contract is not protected under the Nevada Industrial Insurance Act, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

- B. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

## Minimum limits for:

(1)	Personal injury or death	
	one person	\$1,000,000
	one occurrence	\$2,000,000
(2)	Property damage	
	one accident	\$1,000,000
	aggregate liability for loss	\$2,000,000
(3)	Vehicle liability	
	single person/accident	\$1,000,000/\$2,000,000

C. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or (2) insure the activities of each subcontractor in the amounts specified in subparagraph (b) hereof.

D. Scope of Insurance and Special Hazards. The insurance required under subparagraphs (b) and (c) hereof shall name the County and its officers, agents, Director of Public Works and employees as a co-insured and provide adequate protection for the County and its officers, agents, Director of Public Works and employees, and the Contractor and his subcontractors, respectively, against damage claims which may arise from Operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.

E. Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the County."

F. If the Contractor or any subcontractor fails to maintain the insurance required by this Contract, the County may obtain such insurance for the protection of the County, its officers, agents, Director of Public Works, and other employees, and deduct and retain the amount of the premiums for such insurance from any sums payable to the Contractor under this Contract.

G. Contractor agrees to defend, indemnify and hold harmless the County, its agents and employees from any and all claims, causes of action, liability, loss, costs, reasonable

attorney's fees, or other expenses arising from the performance of this Contract by Contractor or Contractor's agents or employees whether caused by the negligence or willful misconduct of Contractor, his agents, employees or affiliates. Contractor hereby indemnifies and shall defend and hold harmless the County, its officials, employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitration, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury, death or property damage, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the County, its agents and employees to the fullest extent permitted by law.

ARTICLE 10. THE CONTRACT DOCUMENTS

The Contract Documents shall include the following:

1. The advertised Notice of Invitation to Response No. 2021-05/ PWP-NY-2022-114;
2. The Response by the Contractor (The Contractor's Proposal);
3. This Contract;
4. The General Instructions to Contractors;
5. The Special Provisions;
6. The specifications as set forth in the Special Provisions;
7. The Response Bond, Performance Bond and Payment Bond;
8. All addenda issued by the Purchasing Department;
9. Contractor Qualification;
10. The Notice of Award;
11. Any amendments or addenda to all the aforementioned documents; and
12. All provisions required by law to be incorporated in this Contract, whether incorporated or not;

ARTICLE 11. SELECTED ALTERNATES AND OPTIONS

The following options and alternates have been selected by the County and are herewith made part of the scope of work to be performed under this Contract;

Options:   xx  

Alternates:   xx

ARTICLE 12. NO THIRD-PARTY BENEFICIARY

This Contract and the rights and obligations arising there from are strictly for the benefit of the parties to this Contract. The parties agree that any benefit or detriment asserted by the third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit or detriment arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

ARTICLE 13. ASSIGNMENT AND SUBCONTRACTING

A. Assignment. Contractor shall not assign its rights nor delegate its duties hereunder without prior written consent of County. The County may condition such consent.

B. Subcontracting. Except as specifically detailed in the Contractor's Response, Contractor shall not subcontract any part of the work hereunder without the prior written approval of County. The County may condition such consent.

ARTICLE 14. WAIVER

Failure by County or Contractor, at any time, to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

ARTICLE 15. GOVERNING LAW, VENUE AND COSTS

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

ARTICLE 16. ENTIRE AGREEMENT

The terms and provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, representations, undertakings, or agreements between the parties hereto with respect to the subject matter hereof, whether oral or written.

ARTICLE 17. NOTICES

Any notice, proposal or objection relating to this Contract shall be in writing addressed to the parties as follows:

Honey Strozzi, Purchasing and Contracts Administrator  
Nye County Purchasing  
101 Radar Road  
Tonopah, NV 89049

Tim Dahl, Director of Public Works  
250 N. Hwy 160 Ste. 2  
Pahrump, NV 89060

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\_\_\_\_\_

Contractor Information

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

THE COUNTY OF NYE

By: \_\_\_\_\_  
Debra Strickland, Chair  
BOARD OF COMMISSIONERS  
OF NYE COUNTY

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

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

\_\_\_\_\_  
Printed Name