

# COUNTY OF NYE, STATE OF NEVADA

## BID NO. 2021-11 PWP-NY-2022-138

Completion of a building One Stop Shop Building based on a drawing incorporated into this bid package. Total Bid Price will include the total cost to complete the building including electrical, water, sewer and plumbing all underground and HVAC systems.

### BID PACKAGE

***Including:***

GENERAL INSTRUCTIONS TO CONTRACTORS  
SPECIAL PROVISIONS/SPECIFICATIONS

BID NO: 2021-11

LABOR COMMISSION NO. PWP-NY-2022-138

BIDS OPEN: December 15, 2021

CONTRACT TERM: One Hundred Twenty (120) calendar days from Notice to Proceed

Approved:

DocuSigned by:  
  
E082F7E184C747D  
Debra Strickland, CHAIRMAN  
NYE COUNTY BOARD OF COMMISSIONERS

**Date:** 11/23/2021 \_\_\_\_\_

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## 1. GENERAL INSTRUCTIONS TO BIDDERS

### 1.1 RECEIPT AND OPENING OF BIDS

The Nye County Board of Commissioners, on behalf of the County of Nye, State of Nevada (herein called the "COUNTY") invites bids for completion of a building; One Stop Shop Building, based on a drawing incorporated into this bid package. Total Bid Price will include the total cost to complete the building including electrical, water, sewer and plumbing all underground and HVAC systems.

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

Bids will be received by the COUNTY at the Nye County Purchasing, 2101 E. Calvada Blvd., Suite 200, Pahrump, Nevada 89048, until 2:00 p.m. December 15, 2021 Bids received after the deadline will not be honored, regardless of when postmarked or sent. Bid opening will commence at 2:00 p.m. December 15, 2021, at the Nye County Purchasing, 2101 E. Calvada Blvd., Suite 200, Pahrump, Nevada 89048; mailing address: Nye County Purchasing, Attn: Honey Strozzi, Purchasing and Contracts Administrator 2101 E. Calvada Blvd., Suite 200, Pahrump, Nevada 89048. It is anticipated a contract will be awarded on or about January 4, 2021, pending approval by the Nye County Board of Commissioners. Envelopes containing the bids must be sealed and addressed to the Nye County Purchasing, 2101 E. Calvada Blvd., Suite 200, Pahrump, Nevada 89048, and labeled:

2021-11: One Stop Shop Building Completion

The COUNTY may, but need not, consider any bid 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 bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or any authorized postponement thereof.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

**There will be a Mandatory Pre-Bid meeting for this project to be held on December 2, 2021, at 10:00 a.m. at the One Stop Shop at 2041 E. Calavada Blvd., Pahrump, NV 89049.**

**All Requests for Information must be submitted by December 6, 2021 to receive answers prior to bid opening.**

### 1.2 PREPARATION OF BID

All bid 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 bidder must submit a Contractor Qualification (a copy of which is included in this Bid Package) for the bidder and

any subcontractor the bidder intends to use for the job. All required certifications must be fully executed when submitted.

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

### 1.3 METHOD OF BIDDING

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

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

Each bidder will submit with its bid the following:

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

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

#### **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 foreach 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 BIDDER

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

#### 1.5 SUBCONTRACT

Contractor must include in his or her Proposal a separately completed "Contractor Qualification" for each person or company to whom the bidder proposes to award a subcontract for performance of the required duties. **No proposal shall be considered if the bidder 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 bid 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 bid, a final contract between COUNTY and the successful Contractor will be executed, the same to embody by reference the provisions of this Bid Package, except as otherwise negotiated.

## 2. SPECIAL PROVISIONS

### 2.1 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the Standard Specifications for the current Building and Energy Codes adopted by Nye County codes 15.16 and 15.17.

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 Planning Department for the Building Department.
- 2.2.2 The County of Nye for the State where reference is made to the agency administering the Contract.
- 2.2.3 Nye County Comptroller for the State Treasurer where reference is made to Contract payments; and
- 2.2.4 Nye County Manager or his assign for Director, where reference to Director and/or Engineer is made.

### 2.3 PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.3.1 The Finance Department will furnish the prospective bidder with a proposal form.
- 2.3.2 The form of the bidder's bond, which must be provided by the Contractor, is attached hereto, following the signature page of the proposal annexed hereto.

### 2.4 AWARD AND EXECUTION OF CONTRACT

- 2.4.1 The award of contract will be to the best bidder whose proposal complies with all the requirements prescribed.
- 2.4.2 Following award of the bid, a contract will be executed, incorporating the Invitation to Bid and the Bid Package.

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

- 2.5.1 Contractor shall begin work within from one (1) to ten (10) business days after receiving "Notice to Proceed" for the work described in the bid package awarded to the Contractor and shall diligently prosecute the same with all work completed

within One Hundred and twenty (120) calendar days from the Notice to Proceed date.

- 2.5.2 Attention is directed to the provisions in Section 2.6 "TERMINATION".
- 2.5.3 Contractor shall complete all the work described within one hundred twenty (120) business 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 may 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, without an extension of time approved by the County in writing.

All rights 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.

## 2.6 TERMINATION

- 2.6.1 The contract may be terminated for cause by the Board of Commissioners, upon the recommendation of the County Manager. Cause shall include, but is not limited to, the following: failure to comply with any contract requirement.
- 2.6.2 Upon determination of cause by the County Manager, 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 County Manager or his assignee 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 County Manager may recommend the termination to the Board of Commissioners. The Board of Commissioners' decision shall be final.

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.

- 2.6.3 If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by COUNTY and the parties cannot resolve the matter between themselves within 60 days after COUNTY is first provided written notice of the claim or controversy by CONTRACTOR, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Associate. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) shall be entered in the Fifth Judicial District Court.

## 2.7 PAYMENT

- 2.7.1 Payments will be on a progress payment basis, as stipulated in the Schedule of Items and Unit Prices, at the accepted price.
- 2.7.2 Deletion of any work by the COUNTY shall be deemed non-compensable to the Contractor.
- 2.7.3 Include in the Unit Price overhead, profit, and all incidental costs.
- 2.7.4 Retention will be withheld at a percentage of 5% from each invoice payment and will be released 90 days after the filing of the Notice of Completion.

## 2.8 BONDS

- 2.8.1 A bid bond in an amount equal to ten percent (10%) of the total bid price must accompany the bid. The bond shall be on the form provided, or on a like form.
- 2.8.2 A performance bond in an amount equal to one hundred percent (100%) of the total contract amount must be provided by the Contractor.
  - 2.8.2.1 The bond must be furnished to COUNTY within eight (8) days, not including Sundays and legal holidays, after the successful bidder has received notice from the COUNTY that the contract has been awarded.
  - 2.8.2.2 The performance bond must guarantee the faithful performance by the Contractor of all the terms of the contract.
- 2.8.3 A materials and payment bond in an amount equal to one hundred percent (100%) of the total contract amount must be provided by the Contractor.
  - 2.8.3.1 The bond must be furnished to the COUNTY within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the COUNTY that the contract has been awarded.
  - 2.8.3.2 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.

## 2.9 SUBCONTRACTING

- 2.9.1 In no case shall said subcontract reflect a change in bid price.

## 2.10 DESCRIPTION OF WORK

Completion of a building; One Stop Shop Building, based on a drawing incorporated into this bid package. Total Bid Price will include the total cost to complete the building including electrical, water, sewer and plumbing all underground and HVAC systems.

**All affected roads within this project must remain open at all times during construction activities**

- 2.10.1 The Contractor will provide men and equipment for sweeping and cleanup operations (daily) upon completion and before leaving the job site.



2.10.2 A pre-construction meeting shall be held at a date and time agreed upon at the time of award with representatives from Nye County Finance, Nye County Buildings and Grounds and the Contractor prior to the start of the work.

2.10.3 All work must be completed within One Hundred Eighty (180) calendar days from the Notice to Proceed date.

## 2.11 BID ITEM CLARIFICATIONS

### Inclusions and general notes

- All new construction will be completed in compliance with current building codes and ordinances.
- Includes current prevailing wages.
- Mechanical, Plumbing, and Electrical plans as required for permitting
- All Bonds, Permits, Testing, Engineering, and Survey work required.
- All Equipment, Labor and Material to perform scope of work.
- Striping and Signage Dust Control for entire disturbed soil surrounding site
- Contractor shall submit as-builts upon completion of the project. Can be red lines on provided drawings.

#### 2.11.1 ***Bid Item 1 -Site Development***

- Clear & Grub per as needed with removal from site
- Provide and install exterior stucco system to match the Admin Building
- Supply and Install Water and Sewer utilities per plan
- Supply and install approx. 700 ft of 1" conduit to signs and lights.
- Supply and Install two 4" conduits from fiber box to south approximately 200ft into IT room
- Sub Grade for and Install 6" Type II Aggregate Base for A & L Curb.
- Cut and fill per plans to design grades including 12" of structural fill per plan including all import and export.
- Irrigation Sleeves, landscaping. Supply and install 4" Decomposed Granite Path.
- Supply and install All concrete flatwork. Provide and install all site concrete as plans show
- Supply and install 2" Asphalt pavement with 6" Type II base courses as required per plans.
- Provide and install landscaping as current plans show
- Provide and install Alumina wood lattice shade structures as plans show
- Provide and install Site Lighting Pole Lights to match existing in area

#### 2.11.2 ***Bid Item 2 - Interior Buildout***

- Provide and install R19 insulation on all exterior walls
- Provide and install R30 on underside of roof
- Provide and install floor insulation
- Provide and install R11 at restrooms
- Provide and install 24" x 24" carpet tile.
- Provide and install luxury Vinyl tile (LVT). color TBD
- 4" Rubber base Color TBD

- Provide and install metal as required to complete the framing of all walls, ceilings, and soffit
- Provide and install all 5/8" Type X gypsum board
- Provide and install all Acoustical Ceilings to include 2x4 grid plan and 2x4 tile
- Provide all labor and materials to prime and paint all exterior surfaces with Elastomeric painting as required
- Provide all labor and materials to prime and paint all interior surfaces as required

**2.11.3 Bid Item 3 – Electrical Mechanical and Plumbing, 400-amp 120/208 3 phase main utility is provided**

- Provide and install (3) NEMA 3R exterior mounted 3 phase 4 wire 120/208V 125A 42 space panels with lockable covers for branch circuitry power for the interior build out
- Provide and install necessary feeders for power to panels
- Provide and install branch lighting circuitry for interior complete with motion sensors as required by code.
- Provide and install relay panel for lighting controls to satisfy IECC code complete with (3) override switches
- Provide and install duplex receptacles in each area as shown
- Provide and install (2) dual service floor box for conference room under conference table as required
- Provide and install cubicle power hook ups for cubicle workstations. (Cubicle devices to be included with cubicles)
- Provide and install (2) appliance circuits per code for breakroom
- Provide and install GFI countertop receptacles for breakroom including (1) half hot receptacle and switch for garbage disposal if required
- Provide and install branch power circuitry with disconnects for (3) 7.5-ton split AC units complete with interconnections for fan coil units
- Provide and install (3) boxes and conduit for T-stat locations with pull strings
- Provide and install (1) lockable NEMA3R telephone cabinet for main D-Mark for Phone and Cable services complete with (2) 4" 5' stub outs for Telephone and (2) 2" 5' stub outs for Cable
- Provide and install (1) emergency exterior wall hung light fixture above all existing doors from the building per code
- We have included and allowance for (8) wall pack exterior light fixtures to be on/off with a photocell.
- Provide and install 2x4 LED lay in fixtures
- Mechanical and Plumbing:
  - 3 ea. 7.5-ton split AC units complete with programmable thermostats
  - Furnish and install ceiling/roof mounted exhaust fans
  - Furnish and install ductless fan coils as required for IT Room
  - Furnish and install new roof mount outside air intakes.
  - Furnish and install all grilles, registrars, and diffusers as required
  - Includes all start-up of units and certified air balance
  - Furnish and install all drain, waste and vent pipe and fittings
  - Furnish and install domestic cold water and hot water plumbing.
  - Includes 8 water closets, 8 lavatory sinks, 1 kitchen sink with faucet and disposal and mop sinks.

- Furnish and install one 40-gallon hot water heater
- Fire system:
  - Fire extinguishers, fire hose valves or cabinets.
  - Furnish all design and plans. Performing inspections with the local Fire Department.
  - Add sprinkler heads and the required piping.
  - Includes applicable fire alarms, electrical wiring, fire pump or booster pump, if necessary, backflow preventers, any freeze protection or exterior protection, any
  - underground piping to point of connection.

**PROPOSAL TO THE COUNTY OF NYE**

**COMPLETION OF THE BUILDING FOR ONE STOP SHOP BASED ON THE PLANS LOCATED  
IN PAHRUMP, NEVADA.**

Completion of a building; One Stop Shop Building, based on a drawing incorporated into this bid package. Total Bid Price will include the total cost to complete the building including electrical, water, sewer and plumbing all underground and HVAC systems.

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

NAME OF BIDDER

\_\_\_\_\_

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) as well as the Standard Details and Specifications for Public Improvements within the Pahrump Regional Planning District and all applicable building codes as approved in the Nye County Code.

The bidder shall set forth the costs, in clearly legible in both words and figures in the respective spaces provided in the "Schedule of Progress Payments" for this purpose. The amount set forth as the sum of the "Total Cost" of all Items will be the "Total Price" for the complete Project or Work.

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 Bid and Bid Package, with surety satisfactory to the County, within eight (8) calendar days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County that the contract has been awarded, the County may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying the proposal shall operate and the same shall be the property of the COUNTY.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Invitation to Bid and the Bid Package; that he fully understands that the COUNTY shall have the sole right and discretion to accept any Parts of the Proposal; and the undersigned proposes, if this Proposal, is accepted by the

COUNTY; that he will contract with the COUNTY to provide all the necessary machinery, tools, apparatus and other means of production, and to do all the work and furnish all the materials specified in the contract that will be awarded, in the manner, the time and cost therein prescribed, and according to the requirements of the Director as therein set forth, and that he will take, in full payment therefore, the following Schedule of Items and Prices, to-wit:

Base Bid Schedule			
<u>One Stop Shop</u>			
Bid Item #	Item Description	Total Cost (written)	Total Cost (Numerical)
1	Site development		
2	Interior buildout		
3	Electrical Mechanical and Plumbing		

The undersign hereby agrees and acknowledges that:

The Bidder has received Addendum # \_\_\_\_\_ to # \_\_\_\_\_ inclusive and the TOTAL BID PRICE for this Work is as follow:

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

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

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

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

**Progress Payments are proposed to be made as follows:**  
**35% of total bid price for materials.**  
**30% of total bid price for progress made**  
**30% of total bid price for progress made**  
**15% retention release.**

**Please include any requested variations to this schedule in your proposal.**  
**THE BIDDER'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 bidder \_\_\_\_\_, 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 bidders 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 Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding 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 bidder 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 bidding 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.***

***Bidders 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 II

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.

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

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

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

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

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

**BIDDER'S BOND**

**COUNTY OF NYE**

KNOW ALL PERSONS 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 BID 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 \_\_\_\_\_ 2020 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 bid, 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

\_\_\_\_\_, 2019.

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

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

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

Principal

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

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

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

Surety

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

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

BID #2021-11/PWP-NY-2022-138

**COMPLETION OF THE ONE STOP SHOP BUILDING IN PAHRUMP,  
NYE COUNTY, NEVADA.**

CONTRACT

BETWEEN

THE COUNTY OF NYE

AND

**CONTRACTOR NAME**

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 Bid No. 2021-11/PWP-NY-2022-138

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 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 Facility Operations.

The following performance periods shall apply:

[A] The work, including any or all options and alternatives identified in Article 11, shall be substantially completed no later than One Hundred Twenty (120) calendar days from the Notice to Proceed date.

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.
3. If a controversy or claim arises out of or related to this Agreement, including a claim relating to an action taken by COUNTY and the parties cannot resolve the matter between themselves within 60 days after COUNTY is first provided written notice of the claim or controversy by CONTRACTOR, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Associate. If not settled by mediation, the dispute shall be resolved by final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) shall be entered in the Fifth Judicial District Court.

[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 Section 1 [A]. County may elect to withhold the liquidated damages from any payment to Contractor.

**ARTICLE 3. THE CONTRACT SUM**

The County shall pay Contractor, \$\_\_\_\_\_ as full compensation for furnishing all materials and labor and doing all the work in strict accordance with relevant plans and specifications and to the satisfaction of the County, amounts as set forth in this Contract. The Contract sum total is to be paid based upon progress payments as specified in the Bid, unless otherwise stated in the drawings or specifications.

**ARTICLE 4. PROGRESS PAYMENTS**

The County shall make progress payments as follows:

- 35% Materials
- 30% Progress Payment #1
- 30% Progress Payment #2
- 15% Retainage Release

The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. Fifteen percent (15%) of the amount ascertained will be deducted and retained by the County until after the completion of the entire Contract in an acceptable manner. After fifty percent (50%) of the work has been completed in an acceptable manner, the County may, at its discretion, reduce the amount retained to no less than ten percent (10%) of the value of the completed work.

No monies payable under this Contract may be assigned by Contractor except upon prior written consent of the County.

**ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT**

As soon as practical following completion of the work, the Contractor shall make a written request to the County for final inspection and acceptance of the work. If, in the County's sole discretion, all provisions of the specifications and Contract have been satisfied, the County will cause a Notice of Completion to be filed with the County Recorder.

After ninety (90) calendar days, immediately following the filing of the Notice of Completion (NOC), the remaining balance shall be paid, providing that:

- [A] Contractor has submitted evidence satisfactory to the County that all payrolls, bills for material, interest or retention and all other indebtedness connected with the work have been paid;
- [B] Contractor has submitted evidence satisfactory to County that all subcontractors, if any, have been paid; and
- [C] No claims, liens or outstanding debts have been filed against the work.
- [D] Contractor may be required to submit signed Lien Release Forms stating that any sub-contractors have been paid.

In the event that claims, liens or outstanding debts are filed against the work, County shall continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

**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 nor 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 forty (40) hours in any one week, except in cases of emergency where life or property is in imminent danger, without paying overtime at a rate of time and a half. In such emergency cases, the person required to work over eight hours per day or forty 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 Bid No. 2021-11/PWP-NY-2022-138conc
2. The Bid 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 Bid Bond, Performance Bond and Payment Bond;
8. All addenda issued by the Finance Department;
9. Contractor Qualification;
10. The Notice of Award;
11. Any amendments or addenda to all of the aforementioned documents; and
12. All provisions required by law to be incorporated in this Contract, whether actually 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 Bid, 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  
2101 E. Calvada Blvd., Suite 200  
Pahrump, NV 89048

William Allen, Facilities Director  
817 E. Boothill Dr.  
Pahrump, NV 89060

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

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, Chairman  
NYE COUNTY BOARD OF COMMISSIONERS

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

By:

\_\_\_\_\_  
CONTRACTOR

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

# Exhibit A: Conceptual Plan