

Town of Pahrump

BID NO. 2017-03

RE-PLASTER COMMUNITY POOL

BID PACKAGE

Including:

GENERAL INSTRUCTIONS TO CONTRACTORS
SPECIAL PROVISIONS/SPECIFICATIONS

BID NO: 2017-03

BIDS OPEN: September 18, 2017 1:30PM

CONTRACT TERM: Thirty (30) calendar days from Notice to Proceed

Approved:



Dan Schinhofen, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Date: 8-22-2017

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- **GENERAL INSTRUCTIONS TO BIDDERS**

1. RECEIPT AND OPENING OF BIDS

The Town of Pahrump, (herein called the "TOWN") invites bids for Re-plastering of the Community Pool located in Town of Pahrump, Nevada.

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 TOWN at the Town of Pahrump Offices located at 400 NV-160, Pahrump NV 89048, until 1:30 P.M. September 18, 2017. Bids received after the deadline will not be honored, regardless of when postmarked or sent. Bid opening will commence at 1:30 P.M. September 18, 2017, at the Town of Pahrump Offices located at 2101 E. Calvada Blvd Ste 200 Pahrump, NV 89060. Bids may be hand delivered, or mailed. Award may be made at the regularly scheduled meeting of the BOARD OF COUNTY COMMISSIONERS on October 3, 2017. Envelopes containing the bids must be sealed and addressed to the Town of Pahrump 2101 E. Calvada Blvd Ste 200 Pahrump, NV 89060, and labeled:

"BID #2017-03/, RE-PLASTERING COMMUNITY POOL, LOCATED IN TOWN OF PAHRUMP, NEVADA."

The TOWN 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 TOWN 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Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or any authorized postponement thereof.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.

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.**

3. METHOD OF BIDDING

The TOWN requests bids include the price per task 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 TOWN 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.

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 of 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.

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.**

6. QUALIFICATION OF CONTRACTOR

The TOWN 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 TOWN all such information and data for this purpose as the TOWN may request.

The TOWN 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 TOWN that such Contractor/subcontractor is qualified to carry out the obligation of the contract.

7. ACCEPTANCE

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

● **SPECIAL PROVISIONS**

1. STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the adopted building codes for the Town of Pahrump.

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:

2.1 The Town of Pahrump where reference is made to the agency administering the Contract;

2.2 Town of Pahrump Comptroller (Nye County Comptroller) where reference is made to Contract payments; and

2.3 Town of Pahrump Town of Pahrump Buildings and Grounds Manager or his assign , *where reference to Manager is made.*

3. PROPOSAL REQUIREMENTS AND CONDITIONS

3.1 The Town of Pahrump will furnish the prospective bidder with a proposal form.

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.

4. AWARD AND EXECUTION OF CONTRACT

4.1 The award of contract will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed.

4.2 Following award of the contract, a contract will be prepared, incorporating the Invitation to Bid and the Bid Package, and will be executed by the parties thereto.

5. BEGINNING OF WORK, "TIME OF COMPLETION"/LIQUIDATED DAMAGES

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 thirty (30) calendar days from the Notice to Proceed date.

5.2 Contractor shall complete all of the work described within thirty (30) calendar days of the Notice to Proceed date, unless an extension is provided in writing by TOWN. Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to TOWN in the amount of Five Hundred Dollars (\$500.00) for each working day beyond the deadline taken for completion, as provided herein.

All rights remedies of the TOWN are cumulative and not exclusive of any other rights or remedies that may be available to TOWN, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provisions set forth herein is Town's exclusive remedy for Contractor's breach as specifically defined in Section 2.5.2. Town may elect to withhold the liquidated damages from any payment to Contractor.

6. TERMINATION

6.1. The contract may be terminated for cause by the Board of County Commissioners, upon the recommendation of the Town of Pahrump Buildings and Grounds Manager. Cause shall include, but is not limited to, the following: testing requirements not met or failure to comply with any contract requirement.

6.2. Upon determination of cause by the Town of Pahrump Buildings and Grounds 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 Town of Pahrump Buildings and Grounds Manager 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 Town of Pahrump Buildings and Grounds Manager may recommend the termination to the Board of County Commissioners. The Board of County Commissioners decision shall be final.

TOWN 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, Town 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.

7. PROJECT SPECIFICATIONS

- Replaster pool- 45'x82', 3708 sq. ft., 260 P.F., 3-1/2' to 12' deep with 3 - 3'x6' offset steps.
- Install 2" black, non-slip step tile; approximately 18 linear feet.
- Replaster using polymer-modified cement

- Remove and replace waterline tile and 12 depth tile.
- Remove and replace racing lanes, targets and belly band 4" tile.
- Remove and replace coping stone, approximately 260 linear feet.
- Remove and replace 10 skimmers and fittings.
- Remove and replace coping stone, approximately 260 linear feet.
- Replaster wader pool- 16' diameter, 200 sq. ft., 50.25 P.F., 2' deep with 50' bench.
- Install new main drains - 2" black, non-slip step tile; approximately 50 linear feet.
- Replaster using polymer-modified cement (#2).
- Remove and replace waterline tile and 3 depth tile.
- Remove and replace skimmer, install equalizer fitting.
- Remove and replace coping stone, approximately 260 linear feet.

8. PAYMENT

- 8.1 Payments will be on a unit measure basis, as stipulated in the Schedule of Items and Unit Prices, at the accepted unit bid price and final measurements only.
- 8.2 Deletion of any work by the TOWN shall be deemed non-compensable to the Contractor.
- 8.3 Include in the Unit Price overhead, profit and all incidental costs.

9. BONDS

- 9.1. 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.
- 9.2. A performance bond in an amount equal to fifty percent (50%) of the total contract amount must be provided by the Contractor.
- 9.2.1. The bond must be furnished to TOWN within eight (8) days, not including Sundays and legal holidays, after the successful bidder has received notice from the TOWN that the contract has been awarded.
- 9.2.2. The performance bond must guarantee the faithful performance by the Contractor of all the terms of the contract.
- 9.3. A materials and payment bond in an amount equal to fifty percent (50%) of the total contract amount must be provided by the Contractor.
- 9.3.1. The bond must be furnished to the TOWN within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the TOWN that the contract has been awarded.
- 9.3.2. 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.

10. SUBCONTRACTING

- 10.1. No subcontracting by Contractor shall be approved unless requested in writing to the Director, and approved in writing by the Town of Pahrump Buildings and Grounds Manager.
- 10.2. In no case shall said subcontract reflect a change in bid price.

BID FORM
BID NO. 2017-03
Re-Plaster Community Pool

Name of Firm

This bid is submitted in response to TOWNS's Request for Proposals and is in accordance with all conditions and specifications in this document.

TASK AMOUNT

Replaster pool: _____

- 45'x82', 3708 sq. ft., 260 P.F., 3-1/2' to 12' deep with 3 - 3'x6' offset steps.
- Install 2" black, non-slip step tile: approximately 18 linear feet.
- Replaster using polymer-modified cement
- Remove and replace waterline tile and 12 depth tile.
- Remove and replace racing lanes, targets and belly band 4" tile.
- Remove and replace coping stone, approximately 260 linear feet.
- Remove and replace 10 skimmers and fittings.
- Remove and replace coping stone, approximately 260 linear feet

Replaster Wader Pool: _____

- 16' diameter, 200 sq. ft., 50.25 P.F., 2' deep with 50' bench..
- Install new main drains - 2" black, non-slip step tile, approximately 50 linear feet
- Replaster using polymer-modified cement (#2)
- Remove and replace waterline tile and 3 depth tile.
- Remove and replace skimmer, install equalizer fitting.
- Remove and replace coping stone, approximately 260 linear feet.

TOTAL BID PRICE: _____

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: _____

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 Town of Pahrump.

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

TOWN OF PAHRUMP

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Town of Pahrump, hereinafter called the TOWN, 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 Town of Pahrump 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 _____, 2016 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

_____, 2017.

_____ (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 #2017-03

CONTRACT

BETWEEN

THE TOWN OF PAHRUMP

AND

XXXXX

Nevada Contractor's License # _____

Address

City, State, Zip

Telephone Number

This Contract, entered into this ___ day of _____, 2016, by and between **THE TOWN OF PAHRUMP**, hereinafter referred to as "TOWN", and **XXXXX of XXX**, Town of _____ State of Nevada, hereinafter referred to as "Contractor."

WITNESSETH:

That the Town 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. 2017-03.

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 (its 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 Town of Pahrump Buildings and Grounds Manager.

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 thirty (30) calendar days from the Notice to Proceed date. Time is of the essence.

In determining substantial completion and/or final acceptance, the parties agree that the Town's Town of Pahrump Buildings and Grounds Manager shall be guided by principles of fairness and the efforts of the Contractor to comply with designated performance periods.

[B] TERMINATION

1. Town shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar days written notice.
2. Upon termination of this Contract, other than for Cause, TOWN 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 Board of County 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 Town 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 Town are cumulative and not exclusive of any other rights or remedies that may be available to Town, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provision set forth herein is Town's exclusive remedy for Contractor's breach as specifically defined in Section 1.[A]. Town may elect to withhold the liquidated damages from any payment to Contractor.

ARTICLE 3. THE CONTRACT SUM

The Town shall pay Contractor, [REDACTED] 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 Town, amounts as set forth in this Contract. The Contract sum total is to be paid based upon actual accepted quantities multiplied by the unit prices as specified in the Bid, unless otherwise stated in the drawings or specifications.

ARTICLE 4. PROGRESS PAYMENTS

The Town shall make progress payments as follows: Partial payments will be made once each month, based upon progress estimates made by the Contractor and satisfactory to the Town. The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. The Town shall make said progress payment upon receipt, review and recommendation of the Town of Pahrump Buildings and Grounds Manager to the Board of County Commissioners. Ten percent (10%) of the amount ascertained will be deducted and retained by the Town 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 Town may, at its discretion, reduce the amount retained to no less than five percent (5%) 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 Town.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

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

After forty (40) calendar days, immediately following the filing of the Notice of Completion, the remaining balance shall be paid, providing that:

- [A] Contractor has submitted evidence satisfactory to the Town 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 Town that all subcontractors, if any, have been paid; and
- [C] No claims, liens or outstanding debts have been filed against the work.

In the event that claims, liens or outstanding debts are filed against the work, Town 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 Town. 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 Town'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 Town of Pahrump, 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 Town of Pahrump 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 Town 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 \$250,000 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 Town, 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 Town and its officers, agents, Town of Pahrump Buildings and Grounds Manager and employees as a co-insured and provide adequate protection for the Town and its officers, agents, Town of Pahrump Buildings and Grounds Manager 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 Town 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 Town."

F. If the Contractor or any subcontractor fails to maintain the insurance required by this Contract, the Town may obtain such insurance for the protection of the Town, its officers, agents, Town of Pahrump Buildings and Grounds Manager, 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 Town, 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 Town, 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 Town, 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. 2017-03;
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 the Town of Pahrump;
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 Town 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 Town. The Town 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 Town. The Town may condition such consent.

ARTICLE 14. WAIVER

Failure by Town 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 Town of Pahrump.

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:

Matt Luis, Town of Pahrump Buildings and Grounds Manager
400 NV-160
Pahrump NV, 89048

Vendor:

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

THE TOWN OF PAHRUMP

By: _____
Dan Schinhofen, Chairman
BOARD OF COUNTY COMMISSIONERS

Company Name

By: _____
CONTRACTOR

Printed Name