SILVER STREET IMPROVEMENTS

PWP# EL-2015-248

PREPARED FOR:

CITY OF ELKO
1751 COLLEGE AVENUE
ELKO, NV 89801

CONSISTING OF:

BIDDING REQUIREMENTS
PROPOSAL FORMS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS

PREPARED BY:

BOB THIBAULT, PE
CITY OF ELKO

Bld Set No. ___
Sealed bid proposals will be received until 3:00 PM, local time, on Monday, August 10, 2015, at the office of the Elko City Clerk; 1751 College Avenue; Elko, Nevada 89801, for the following:

SILVER STREET IMPROVEMENTS

Bid proposals received after the above noted time will not be accepted. **Bidders mailing their bids assume the risk of late delivery.**

Bidding documents, plans, specifications and contract documents can be obtained at the City Clerk's office, 1751 College Avenue, Elko, Nevada 89801 or by calling 775-777-7126 for a non-refundable fee of **Seventy-five ($75.00) dollars,** if plans are available electronically they can be obtained at no cost from [http://elkocity.com/government/bidding_opportunities](http://elkocity.com/government/bidding_opportunities). All bidders shall appear on the official plan holder’s list.

All bids must be submitted in a sealed envelope and legibly marked **“SILVER STREET IMPROVEMENTS”**. City staff shall thoroughly review all bids proposals for conformance with the contract documents prior to making a written recommendation for award to the Elko City Council.

The award may be made to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder shall be judged on the basis of price, conformance to specifications, bidder's qualifications, conformance to applicable sections of NRS Section 338, and the best interest of the City of Elko. Each of listed factors being considered.

The Pre-Bid Conference will be held at the Elko City Hall (1751 College Avenue, Elko, Nevada), on Wednesday, July 29, 2015, at 1:00 p.m., Pacific Time.

The City Council may formally award the contract to the successful bidder at their regularly scheduled meeting in City Hall on **Tuesday, August 11, 2015,** after 4:00 PM, local time.

**LABOR COMMISSIONER:** The Nevada Labor Commissioner's identifying number for this project is: **EL-2015-248** NRS 338.013 requires that identifying number to be included in all Bids.
The City of Elko shall reserve the right to accept or reject any and/or all items specified in the bid proposal and further reserves the right to waive any minor technicalities in the preparation of these bidding documents.

Dated this 18th day of July, 2015.

City of Elko

BY: Dennis Strickland
Public Works Director

Bids are requested for a general construction contract, or work described in general, as follows:

1) The City of Elko (City) will receive sealed bids from Bidders until **3:00 p.m., on Monday, August 10, 2015**. Bids received after this time will not be opened or accepted and will be returned unopened.

2) The Pre-Bid Conference **will be held at the Elko City Hall (1751 College Avenue, Elko, Nevada), on Wednesday, July 29, 2015, at 1:00 p.m., Pacific Time.** The City or authorized representative will transmit to all prospective Bidders of record such Addenda as the City or authorized representative in his discretion considers necessary in response to questions arising at the Pre-bid Conference. Oral statements shall not be relied upon and will not be binding or legally effective. Minutes of the Pre-bid Conference issued by the City or authorized representative, if any, and Addenda issued as a result of the Pre-bid Conference, if any, shall constitute the sole and exclusive record and statement of the results of the Pre-bid Conference.

3) Apparent Low Bid will be based solely on total amount of all bid items, and any additive or deductive alternates selected for award by the City. All Bidders are required to submit Bids on all bid items and all additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of the City. If Alternate Bids are requested on this Project, the following applies: The priority of Alternate Bids will be announced by the City prior to the opening of bids. The City reserves the right to reject all Base Bids and all Alternate Bids. If the City elects not to reject all Bids, it will, prior to the award, first determine which one or more Alternates to accept; then the City will evaluate the lowest responsive and responsible Bidder based upon the Base Bid combined with any Alternates accepted. If any Alternates are accepted, the fact that a Bidder may have a lower individual Base or Alternate Bid than the individual Bids of the apparent lowest responsive and responsible Bidder is irrelevant, since the successful bidder will be chosen on the basis of the sum of the Base Bid and the Alternates accepted, and the other statutory factors.

4) Bidders must submit bids on Bid Form, fully completed with all blanks filled in, and signed by an authorized representative of the Bidder. Bids not submitted on the required form, and/or not fully completed and/or not signed by an authorized representative of the Bidder, shall be deemed nonresponsive and shall not be considered.
5) The Nevada Labor Commissioner’s identifying number for this project is: **PWP # EL-2015-248**. NRS 338.013 requires that identifying number to be included in all Bids.

6) Pursuant to NRS 332.105, the City requires all Bidders to submit a Bid Bond in the form of a cashier’s check, a certified check or a corporate surety bond of not less than ten percent (10.0 %) of amount bid, including additive alternates, payable to The City of Elko, with their Bids, such amount or bond to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the Contract in accordance with its Bid and the Contract Documents and furnish the other required bonds and certificates of insurance. The Bid Bond is a penalty, as opposed to liquidated damages, and the Bidder will be liable for all damages in excess of the Bid Bond. Bid bond or deposits will be returned upon signing of Contract. The required form of corporate surety bond, Proposal Guarantee (Accompanying Bid), is provided by the City. Bids submitted without bid security may be deemed nonresponsive and not considered.

7) NRS 338.141 provides:

1) Except as otherwise provided in subsection (2) next below, each bid submitted must include:

   (a) If the City provides a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide such labor or portion of the work on the public work which is estimated to exceed 3 percent of the estimated cost of the public work; or

   (b) If the City does not provide a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.
Optional Subcontractors List is included for Bidder’s use. If the Document is used, check the appropriate checkbox for 5% or 1% List to indicate whether it is the 5% List or the 1% List.

(2) The lists required by subsection 1 must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.

(3) A prime contractor shall include his name on a list required by paragraph (a) of subsection 1 if he will perform any of the work required to be listed pursuant to paragraph (a) of subsection 1.

(4) Except as otherwise provided in this subsection, if a contractor:

(a) Fails to submit the list within the required time; or

(b) Submits a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376, the contractor's bid shall be deemed not responsive. A contractor's bid shall not be deemed not responsive on the grounds that the contractor submitted a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376 if the contractor, before the award of the contract, provides an acceptable replacement subcontractor in the manner set forth in subsection 1 of NRS 338.13895.

(5) A contractor whose bid is accepted shall not substitute a subcontractor for any subcontractor who is named in the bid, unless:

(a) The City or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change.

(b) The substitution is approved by the City or its authorized representative. The substitution must be approved if the City or its authorized representative determines that:

(1) The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the contractor which was offered to the named subcontractor with the same general terms that all other subcontractors on the project were offered;
(2) The named subcontractor files for bankruptcy or becomes insolvent;

(3) The named subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance bond and payment bond pursuant to NRS 339.025; or

(4) The named subcontractor is not properly licensed to provide that labor or portion of the work.

(c) The City or its authorized representative, in awarding the contract pursuant to NRS 338.1375 to 338.139, inclusive:

(1) Applies such criteria set forth in NRS 338.1377 as are appropriate for subcontractors and determines that the subcontractor does not meet that criteria; and

(2) Requests in writing a substitution of the subcontractor.

(6) If a contractor indicates pursuant to subsection 1 that he will perform a portion of work on the public work and thereafter requests to substitute a subcontractor to perform such work, the contractor shall provide to the City a written explanation in the form required by the City which contains the reasons that:

(a) A subcontractor was not originally contemplated to be used on that portion of the public work; and

(b) The substitution is in the best interest of the City.

(7) As used in this section, “general terms” means the terms and conditions of a contract that set the basic requirements for a public work and apply without regard to the particular trade or specialty of a subcontractor, but does not include any provision that controls or relates to the specific portion of the public work that will be completed by a subcontractor, including, without limitation, the materials to be used by the subcontractor or other details of the work to be performed by the subcontractor.

8) All Bids must include a status report issued by the Nevada State Contractor's Board within 90 calendar days prior to the date for receipt of Bids, that the Bidder has a Nevada Contractor's license in good standing, which license must be of the type and limit which will allow the Bidder to perform the Work as a general contractor.
9) A Bid by a Nevada or non-Nevada corporation, limited liability company, or limited partnership, must include either: (A) a Certificate issued by the Nevada Secretary of State within 90 calendar days prior to the date for receipt of Bids, certifying that the Bidder is qualified to do business in the State of Nevada (i.e., a Good Standing Certificate); or (B) a printout of a Business Entity Search on the Nevada Secretary of State Website within 30 calendar days prior to the date for receipt of Bids showing that the Bidder is an active entity registered in that office and the other public Business Entity Information.

10) Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The City Council reserves the right in its sole discretion to reject any Bid as nonresponsive as a result of any error or omission in the Bid.

11) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.

12) Bidders may not modify Bid Form or qualify their Bids.

13) Submission of a Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. The Bidder must complete the tasks listed below in subsections "a" through "e" below, as a condition to bidding, and submission of a Bid shall constitute the Bidder’s express representation to the City that the Bidder has fully completed the following:

   a) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

   b) Bidder has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in any Report of Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and in the General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings;
c) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph (b) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

d) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;

e) Bidder has given City or authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by City or authorized representative is acceptable to Bidder.

14) Bidders may examine any available "as-built" drawings of previous work by giving City or authorized representative, reasonable advance notice. The City will not be responsible for accuracy of "as-built" drawings.

15) All questions about the meaning or intent of the Contract Documents are to be directed to the City or authorized representative. Interpretations or clarifications considered necessary by the City or authorized representative in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the City or authorized representative as having received the Bidding Documents. Questions received less than seven (7) business days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

16) Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or authorized representative.

17) Addenda must be acknowledged in Bid Form by number and must be part of Contract Documents. A complete listing of Addenda may be secured from the City or authorized representative.
18) All Bidders who actually discover any defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability (Problem), or who reasonably should have discovered any material and patent, obvious or glaring defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability, in or in connection with the Contract Documents, have an affirmative duty to immediately (i.e. prior to the opening of bids) bring the Problem to the attention of the City or authorized representative by faxed, written notice and/or inquiry to allow the City or authorized representative to investigate, clarify or correct the Problem and if appropriate, to give written clarification or correction to all prospective Bidders as soon as is reasonably possible prior to the receipt of Bids. The breach of this duty will thereafter bar the Bidder from all claims for time and/or money to the extent related to, or arising out of, such Problem. The purposes of this provision are to correct errors at the earliest possible time, to put all bidders on equal footing as to such Problem, and to eliminate later claims that could have been avoided.

19) For contracts of $250,000.00 or more, NRS 338.020 requires the contractor, and all sub-contractors, to pay at least the “prevailing” wage set by the Nevada Labor Commissioner in effect at the time of contract award, even if the “prevailing” wage rates are changed between the time of preparation of the specifications and the time of contract award. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Nevada Labor Commissioner and in effect at the time of the printing of the specifications, are included in the specifications. All Bidders are responsible for confirming whether any applicable “prevailing” wage rates are changed between the time of preparation of the specifications and the time of contract award.

20) “Equal” Items and Substitutions: Bids must be based on products and systems specified, or listed by name, in Contract Documents or listed by name in Addenda. As to all items specified by name, the bid may include an “equal” which must be approved by the City or authorized representative.

a) Any Bidder may request the City or authorized representative to approve an “equal” prior to Bid opening -- and all Bidders are encouraged to do so as soon as possible if their Bid will include an unapproved “equal”. However, no Bidder is required to make such a request and a decision on the request is not required to be made prior to the expiration of the period described in subparagraph (d) below.

b) If an “equal” item is approved prior to Bid opening, it must be listed on an Addenda to all prospective Bidders.

c) Requests for approval of an “equal” must contain sufficient information to assess acceptability of product or system and impact on the Project. Insufficient information shall be ground for non-approval.
d) Nevada law requires that the Contractor may submit data substantiating a request for approval of an “equal” up to seven (7) business days after the award.

e) If the request for approval of an “equal” is not given, the Bidder’s Bid must be deemed nonresponsive (and the award rescinded if it has been made).

f) Substitutions may be requested after the Contract has been signed only in accordance with requirements specified in the General Conditions and Specifications.

21) Bids will be received at the City Clerk’s Office at 1751 College Avenue, Elko, Nevada. Bids will be opened in a conference room at the City offices.

a. Envelopes or boxes must be sealed, and marked with name and address of the Bidder, and addressed to:

   City of Elko  
   1751 College Avenue  
   Elko, Nevada 89801

b. Mark envelopes:  BID FOR:  SILVER STREET IMPROVEMENTS  
   City of Elko, Elko, Nevada  
   PWP # EL-2015-248

22) By 5:00 p.m. of the twentieth business day following acceptance of Bids by the City Council, the original of following documents are to be executed and submitted by the successful Bidder to City of Elko, 1751 College Avenue, Elko, Nevada 89801:

a. Insurance Submittals: Satisfactory proof that Bidder has taken out for the entire period covered by the proposed contract, insurance policies of the following type, and with the following limits, with an insurance carrier satisfactory to the City:

   1) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insurance shall provide coverage not less than the Standard Comprehensive Automobile Liability policy with limits not less than $2,000,000 combined single limit each accident for bodily injury and property damage.

   If the Work involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its Subcontractors shall
provide coverage with a combined single limit of $5,000,000 per
accident covering transportation of such materials by amending the
pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent)
in the following manner:

(a) DELETE SECTION a. (1) a.: (POLLUTION) “BEING
TRANSPORTED OR TOWED AWAY BY, OR HANDLED
FOR MOVEMENT INTO, ONTO OR FROM THE COVERED
AUTO.”

(b) DELETE SECTION a.(1) b.: “OTHERWISE IN THE
COURSE OF TRANSIT BY THE INSURED.”

Such policy shall include the MCS-90 Endorsement. If the City is
scheduled as an additional insured, the policy shall be endorsed to
specifically limit the reimbursement provisions of the MCS-90 to the
Named Insured.

2) Commercial General Liability Insurance on a form at least as broad
as the standard ISO Commercial General Liability Insurance policy
(Occurrence Form, number CG 00010196), covering liability for
bodily injury and property damage. Such insurance shall provide
coverage for all operations and include independent contractors,
products and completed operations, blanket contractual liability
coverage including, to the maximum extent possible, coverage for
the liability assumed by the indemnity provisions of this agreement,
broad form property damage coverage, coverage for explosion,
collapse, and underground hazards, and personal and advertising
injury liability coverage. The limits of such insurance shall not be
less than $2,000,000 per occurrence, $2,000,000 annual General
Aggregate, and $2,000,000 products and completed operations
aggregate.

3) Worker’s Compensation Insurance no less than the amount
required by Nevada law, and Employers Liability Insurance at limits
no less than $1,000,000 each accident for bodily injury by accident,
$1,000,000 each employee and policy limit for bodily injury by
disease.

All insurance policies (except the workers compensation policy)
must contain an endorsement containing the following terms:

a) Naming the City and all of its Council members,
representatives, employees and agents as additional
insured, but only with respect to liability arising out of the
activities of the named insured (the endorsement for the Commercial General Liability form shall be equivalent to ISO form CG 20 10, 11/85);

b) The policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s liability;

c) Written notice of any cancellation or of any limits reduction change in the policy shall be mailed to the City at least 30 days in advance of the effective date thereof; and

d) The insurance shall be primary insurance and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by the insurance for the named insured.

b. Contract Documents:

1) Contract: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

2) Performance Bond: To be executed by successful Bidder and surety in an amount not less than the Contract Sum.

3) Labor and Material Bond: To be executed by successful bidder and surety in an amount not less than the Contract Sum.

Failure to properly and timely submit these documents entitles the City Council to reject the bid as non-responsive, not issue a Notice to Proceed, and award the Contract to another Bidder.

23) Any bid protest must be submitted in writing to City legal counsel, David M. Stanton of Goicoechea, Di Grazia, Coyle & Stanton, Ltd., 530 Idaho Street, Elko, Nevada 89801 before 5 p.m. of the FIFTH business day following bid award.

a. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated. The protest must refer to the specific portions of all documents which form the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders with a direct financial interest
which may be adversely affected by the outcome of the protest and/or who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

b. The City and/or legal counsel for the City Council may conduct an investigation into the protest. The City Council will issue its discretionary decision on the protest at a regularly noticed meeting. If The City Council determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract award.

c. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing any legal proceedings.

d. One acceptable, but not required method of submission of the protest to David M. Stanton is by fax to 775-738-4220.

e. A person filing a notice of protest may be required by the City at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in the State of Nevada or submit other security, in a form approved by the City, to the City who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (b) Two hundred fifty thousand dollars.

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

g. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City has made a determination on the protest and awarded the contract.

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

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

24) The City Council reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if the City Council believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is not responsible. The City Council also reserves the right to waive informalities not involving price, time or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.

25) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.

26) In evaluating Bids, the City Council will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The City may conduct such investigations as the City Council deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

27) Bidders and their sub-contractors desiring to Bid on the work must be contractors and sub-contractors properly licensed, at the time of Bid opening, to perform all work bid under the Nevada State Contractors Law.

28) If the contract is to be awarded, in accordance with NRS 338.1385(5), the award will be made to the lowest responsive and responsible Bidder. The lowest responsive and responsible Bidder must be judged on the basis of price, conformance to specifications, Bidders' qualifications including the Bidders' past performance in such matters, quality and utility of services, supplies, materials or equipment offered and their adaptability to the required purpose and in the best interest of the public, each of the factors being considered.

29) The City must give preference to recycled products in accordance with NRS 332.065(2).
30) For contracts of $250,000.00 or more, NRS 338.147 requires the City to award the contract to the contractor who submits the best Bid. For purposes of this sub-section the lowest bid that is:

(a) Submitted by a contractor who:

   (1) Has been found to be a responsible and responsive contractor by the local government or its authorized representative; and

   (2) At the time he submits his bid, has a valid certificate of eligibility to receive a preference in bidding on public works issued to the contractor by the State Contractors' Board pursuant to subsection 3 or 4; and

   (3) At least 50% of the workers on the public work must have a Nevada driver's license or identification card; and

   (4) All of the non-apportioned vehicles primarily used on the public work are registered in Nevada; and

   (5) At least 50% of the design professionals who work on the public work have a Nevada driver's license or identification card; and

   (6) At least 25% of the suppliers of the materials used in the public work are located in Nevada; and

   (7) Certain payroll records related to the public work are maintained and available within the State of Nevada; and

(b) Not more than 5 percent higher than the bid submitted by the lowest responsive and responsible bidder who does not have, at the time he submits the bid, a valid certificate of eligibility to receive a preference in bidding on public works issued to him by the State Contractors' Board, shall be deemed to be the best bid for the purposes of this section.

31) No Bids may be withdrawn within a period of 60 calendar days from the opening date of the Bids, and then only in case Award of the Contract has not been made.

32) City telephones WILL NOT be available for any Bidder's use prior to Bid opening.

33) The City is a public agency under Nevada law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of NRS). Bidders are advised that once a Bid is received, its contents will become a public record subject to public inspection and copying.

34) **Alternate Dispute Resolution:**

   **General.** All claims, disputes and other matters in question arising out of, or relating to, the agreement or the breach of this agreement except for
claims that have been waived by the making or acceptance of final payment as provided by the contract, shall comply with the provisions of NRS 338.150 regarding Alternate Dispute Resolution. Except where injunctive relief is sought, the parties agree that should a dispute arise between them with respect to the subject matter, interpretation, construction or claimed breach of this agreement that the dispute shall be submitted to not less than five (5) hours of good faith mediation as a precondition to commencement of litigation. Mediation shall occur in Elko, Nevada and the costs of a mediator and mediation shall be split equally by the parties.

**Notice of Demand.** Notice of demand for Alternate Dispute Resolution shall be filed in writing with the other party to the agreement and a copy shall be filed with Project Design Professional. The demand for Alternate Dispute Resolution shall be made within the period of time specified in the contract where applicable and in all other cases within 15 days after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**Contractor to Continue With Work.** Contractor will carry on the work and maintain the progress schedule during any Alternate Dispute Resolution proceedings, unless otherwise agreed by it and owner in writing.

35) **Construction Industry Required OSHA 10 Hour & 30 Hour Training & Certification:** All Contractor personnel on-site shall have current OSHA 10 & 30 hour Construction Industry Safety Training and Certification as required by State of Nevada and City of Elko requirements. The Contractor’s personnel shall carry OSHA training proof of certification cards when on the jobsite. The Contractor shall submit a copy of the each worker’s OSHA certification prior to commencement of work on the project.

36) **City furnished work:** Any unforeseen work may be completed by City forces unless otherwise approved by change order.

37) **City furnished products** are described

38) **Progress Meetings:** All Progress Meetings will be held on a weekly basis as unless otherwise directed by the City’s Observer as stated in the General Conditions. Attendance at all Progress Meetings is required.

39) **Contract Time:** The Contract Time as stated in Contract between City and General Contractor is _________ (____) calendar days.
40) **Construction Trailer:** Any requirement of a construction trailer at the Work Site in the General Conditions and in Temporary Facilities (Document ________) at ¶1.02(J) is not applicable to this Project.

41) **Temporary Utilities:** Contractor shall provide, pay for all permits, charges and installation fees, and maintain, any and all utility services necessary to perform the work under this Contract.

END OF DOCUMENT
Proposal of ________________________________________, (hereinafter called "Bidder"),

a __________________________ [ corporation / a partnership / an individual ]

(State) (circle appropriate listing above)

doing business as ________________________________________,

to the CITY COUNCIL; CITY OF ELKO, NEVADA; 1751 College Avenue, Elko, Nevada
89801 (hereinafter called "Owner") to furnish and deliver all materials except those
specified to be furnished by the City of Elko and to do and perform all work for:

SILVER STREET IMPROVEMENTS

together with incidental items necessary to complete the work to be constructed in
accordance with the Contract, any and all Contract Documents, Special Provisions and
Plans annexed hereto, and also in accordance with the "Standard Specifications and
Details for Public Works Construction", 2012 Edition, and amendments (Orange Book) as
adopted by the City of Elko.

TO THE HONORABLE MAYOR & THE CITY COUNCIL OF ELKO, NEVADA:

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 the undersigned has carefully
examined the location of the proposed work, the annexed proposed form of contract and
the special provisions, plans and specifications therein referred to and made a part
thereof; the bidder proposes and agrees if this proposal is accepted, that the undersigned
will contract with the City of Elko, in the form of contract prescribed, to provide all
necessary machinery, tools, apparatus and other means of construction, and to do all the
work and furnish all the materials specified in the contract and annexed special
provisions, plans and specifications, in the manner and time prescribed and according to
the requirements of the City as set forth, it being understood and agreed that the
quantities shown herein are approximate only and are subject to increase or decrease,
and that the undersigned will accept in full payment therefore the following unit prices:
<table>
<thead>
<tr>
<th>Item No. &amp; Work Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mobilization/Demobilization @</td>
<td>1</td>
<td>LS</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>per Lump Sum.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Place 4&quot; of Asphaltic Concrete Paving @</td>
<td>3,113</td>
<td>SY</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>per Square Yard.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Place 3&quot; of Asphaltic Concrete Paving @</td>
<td>46</td>
<td>SY</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>per Square Yard.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Construct type 1 Curb and Gutter with base material @</td>
<td>1,099</td>
<td>LF</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>per Linear Foot.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Construct Concrete Valley Gutter and Spandrels with base material @</td>
<td>745</td>
<td>SF</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>per Square Foot.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Construct 4&quot; thick Concrete Sidewalk with base material @</td>
<td>1,139</td>
<td>SF</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>per Square Foot.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Construct Pedestrian Ramp with Post Curb Backing and base material @</td>
<td>402</td>
<td>SF</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>per Square Foot.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Saw cut Asphalt Pavement @</td>
<td>1,197</td>
<td>LF</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>per Linear Foot.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>9</td>
<td>Remove and Dispose of Asphalt Pavement @ per Square Foot.</td>
<td>2,063</td>
<td>SF</td>
<td>$_________</td>
</tr>
<tr>
<td>10</td>
<td>Roadway Base Prep. Remove and Stockpile Existing Aggregate Base Material to the Bottom of Asphalt Grade and Compact Remaining Base Material @ per Square Yard.</td>
<td>3,113</td>
<td>SY</td>
<td>$_________</td>
</tr>
<tr>
<td>11</td>
<td>Remove and Dispose of Concrete @ per Square Foot.</td>
<td>210</td>
<td>SF</td>
<td>$_________</td>
</tr>
<tr>
<td>12</td>
<td>Placement and Maintenance of Traffic Control @ per Lump Sum.</td>
<td>1</td>
<td>LS</td>
<td>LS</td>
</tr>
<tr>
<td>14</td>
<td>Construct Type 4-R Drop Inlet @ per Each.</td>
<td>2</td>
<td>EA</td>
<td>$_________</td>
</tr>
<tr>
<td>15</td>
<td>Construct 6&quot; diameter HDPE Storm Drain Pipe @ per Linear Foot.</td>
<td>24</td>
<td>LF</td>
<td>$_________</td>
</tr>
<tr>
<td>16</td>
<td>Construct 12&quot; diameter HDPE Storm Drain Pipe @ per Linear Foot.</td>
<td>72</td>
<td>LF</td>
<td>$_________</td>
</tr>
</tbody>
</table>

TOTAL BASE BID AMOUNT (ITEMS NO. 1 – NO. 16) (NUMBERS) = $ ____________
TOTAL BASE BID AMOUNT (WRITTEN FORM):

________________________________________________________________________
________________________________________________________________________
## SILVER STREET IMPROVEMENTS
### ADDITIVE ALTERNATE #1 BID FORM

<table>
<thead>
<tr>
<th>Item No. &amp; Work Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Place 4&quot; of Asphaltic Concrete Paving @ ____________________________ per Square Yard.</td>
<td>36</td>
<td>SY</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>2. Construct type 1 Curb and Gutter with base material @ __________ per Linear Foot.</td>
<td>40</td>
<td>LF</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>3. Construct Commercial Driveway with base material @ ____________________________ per Square Foot.</td>
<td>836</td>
<td>SF</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>4. Construct 4&quot; thick Concrete Sidewalk with base material @ ____________________________ per Square Foot.</td>
<td>57</td>
<td>SF</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>5. Saw cut Asphalt Pavement @ ____________________________ per Linear Foot.</td>
<td>163</td>
<td>LF</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>6. Remove and Dispose of Asphalt Pavement @ ____________________________ per Square Foot.</td>
<td>326</td>
<td>SF</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>7. Roadway Base Prep. Remove and Stockpile Existing Aggregate Base Material to the Bottom of Asphalt Grade and Compact Remaining Base Material @ ____________________________ per Square Yard.</td>
<td>36</td>
<td>SY</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>8. Remove and Dispose of Concrete @ ____________________________ per Square Foot.</td>
<td>885</td>
<td>SF</td>
<td>$__________</td>
<td>$__________</td>
</tr>
</tbody>
</table>
SILVER STREET IMPROVEMENTS
ADDITIVE ALTERNATE #2 BID FORM

<table>
<thead>
<tr>
<th>Item No. &amp; Work Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Place 3&quot; of Asphaltic Concrete Paving</td>
<td>682</td>
<td>SY</td>
<td>$________</td>
<td>$____________</td>
</tr>
<tr>
<td>Paving @ ____________________________</td>
<td>per Square Yard.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Construct type 1 Curb and Gutter with base material</td>
<td>120</td>
<td>LF</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>with base material @ _____________</td>
<td>per Linear Foot.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Construct Commercial Driveway with base material @</td>
<td>95</td>
<td>SF</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>________________</td>
<td>per Square Foot.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Construct 4&quot; thick Concrete Sidewalk with base material @</td>
<td>385</td>
<td>SF</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>________________</td>
<td>per Square Foot.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Saw cut Asphalt Pavement @</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>________________</td>
<td>per Linear Foot.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Remove and Dispose of Asphalt Pavement @</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>________________</td>
<td>per Square Foot.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ALTERNATE #1 BID AMOUNT (ITEMS NO. 1 – NO. 8)
(NUMBERS) = $ _______________

TOTAL ALTERNATE #1 BID AMOUNT (WRITTEN FORM):
________________________________________________________________________
________________________________________________________________________
7. Roadway Base Prep. Remove and Stockpile Existing Aggregate Base Material to the Bottom of Asphalt Grade and Compact Remaining Base Material @

_______________________________ per Square Yard. 682 SY $_______ $_______

TOTAL ALTERNATE #2 BID AMOUNT (ITEMS NO. 1 – NO. 7) (NUMBERS) = $ _____________
TOTAL ALTERNATE #2 BID AMOUNT (WRITTEN FORM):

________________________________________________________________________
________________________________________________________________________

SILVER STREET IMPROVEMENTS
ADDITIVE ALTERNATE #3 BID FORM

<table>
<thead>
<tr>
<th>Item No. &amp; Work Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construct Commercial Driveway with base material @ ____________________________ per Square Foot.</td>
<td>200</td>
<td>SF</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>2. Construct 4&quot; thick Concrete Sidewalk with base material @ ____________________________ per Square Foot.</td>
<td>1,484</td>
<td>SF</td>
<td>$_____</td>
<td>$_____</td>
</tr>
</tbody>
</table>

TOTAL ALTERNATE #3 BID AMOUNT (ITEMS NO. 1 – NO. 2) (NUMBERS) = $ _____________
TOTAL ALTERNATE #3 BID AMOUNT (WRITTEN FORM):

________________________________________________________________________
## SILVER STREET IMPROVEMENTS
### ADDITIVE ALTERNATE #4 BID FORM

<table>
<thead>
<tr>
<th>Item No. &amp; Work Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construct 4&quot; thick Concrete Sidewalk with base material @ ______________________________</td>
<td>1,446</td>
<td>SF</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>2. Construct Pedestrian Ramp with Post Curb Backing and base material @ ____________________</td>
<td>70</td>
<td>SF</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>3. Construct Sidewalk Cross Drain @ ______________________________________________________</td>
<td>1</td>
<td>EA</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>

TOTAL ALTERNATE #4 BID AMOUNT (ITEMS NO. 1 – NO. 3) (NUMBERS) = $ _______________
TOTAL ALTERNATE #4 BID AMOUNT (WRITTEN FORM):
________________________________________
________________________________________

## SILVER STREET IMPROVEMENTS
### ADDITIVE ALTERNATE #5 BID FORM

<table>
<thead>
<tr>
<th>Item No. &amp; Work Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construct 4&quot; thick Concrete Sidewalk with base material @ ______________________________</td>
<td>1,392</td>
<td>SY</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>2. Remove and Dispose of Concrete @ ______________________________________________________</td>
<td>381</td>
<td>SF</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>

TOTAL ALTERNATE #5 BID AMOUNT (ITEMS NO. 1 – NO. 2) (NUMBERS) = $ _______________
TOTAL ALTERNATE #5 BID AMOUNT (WRITTEN FORM):
________________________________________
________________________________________
### SILVER STREET IMPROVEMENTS
### ADDITIVE ALTERNATE #6 BID FORM

<table>
<thead>
<tr>
<th>Item No. &amp; Work Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construct 3 ~ 1 1/4&quot; HDPE fiber optic conduits @</td>
<td>1,023</td>
<td>LF</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>per Linear Foot.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Construct 18&quot; deep pull boxes @</td>
<td>6</td>
<td>EA</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>per Each.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE #6 BID AMOUNT (ITEMS NO. 1 – NO. 2) (NUMBERS) = $ __________

**TOTAL ALTERNATE #6 BID AMOUNT (WRITTEN FORM):

________________________________________________________________________
________________________________________________________________________

BIDDERS MUST SUBMIT BIDS ON BID FORM, FULLY COMPLETED WITH ALL BLANKS FILLED IN AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. BIDDERS MAY NOT MODIFY THE BID FORM IN ANY WAY. BIDS NOT SUBMITTED ON THE REQUIRED FORM, AND/OR NOT FULLY COMPLETED AND/OR NOT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, AND/OR NOT LEGIBLE SHALL BE DEEMED NONRESPONSIVE AND SHALL NOT BE CONSIDERED.

The City of Elko shall award the contract to the bidder submitting the best bid proposal.

Unit prices for all items, all extensions, total base bid, additive and/or deductive alternate amounts of Proposal must be shown. In event of discrepancy between words and figures, the words shall prevail.

If this Proposal shall be accepted and the undersigned fail to contract as aforesaid and to give a Performance Bond and a Payment Bond, each in an amount not less than the full contract amount, ONE HUNDRED PERCENT (100%) of the contract amount with surety satisfactory to the City of Elko and present evidence of required liability insurance and licenses within **twenty (20) calendar days** after the bidder has received the “Notice of Award” of the contract from the City of Elko; the Mayor and the City Council may, at its option, determine that the bidder has abandoned the contract, and thereupon this
Proposal and acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal and the same shall be the property of the City of Elko.

The bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within sixty (60) calendar days thereafter. The Contractor acknowledges and agrees that if the contractor fails to complete substantially, or cause the substantial completion of a portion of the work within the contract time, the owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the owner and the contractor agree as follows in this paragraph:

(a) If the contractor fails to achieve substantial completion of the work within the contract time and as otherwise required by the contract documents, the owner shall be entitled to retain or recover from the contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first business day following expiration of the contract time and continuing until the actual date of substantial completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the owner will incur as a result of delayed completion of the work: a minimum of five hundred ($500.00) dollars per calendar day.

(b) The owner may deduct liquidated damages from any unpaid amounts then or thereafter due the contractor under this agreement. Any liquidated damages not so deducted from any unpaid amounts due the contractor shall be payable to the owner at the demand of the owner, together with interest from the date of the demand at a rate equal to the lower of the Federal Treasury Bill Rate or the highest lawful rate of interest payable by the contractor.

(c) If, and to the extent that, the contractor is delayed in the progress of the work by an act or neglect of owner, authorized representative or a separate contractor employed by owner (owner delay), contractor may apply for an extension of the contract time in accordance with the contract documents, but owner delay will not bar owner from recovery of damages for contractor delay beyond the contract time, as extended.

(d) If, and to the extent that, the owner can meet the burden of proving that owner has suffered actual damages as a result of contractor delay substantially in excess of the assessable liquidated damages, the owner may retain or recover the excess actual damages in addition to the liquidated damages.

(e) Regardless of the owner’s retention or recovery of liquidated damages for the period of the delay up to the date of substantial completion, the owner may recover actual damages for breach of contract by the contractor accruing thereafter until final completion, such as for the contractor’s failure to fully and
timely complete uncompleted work (i.e., “punch list” items).

(f) Liquidated damages for delay shall only cover administrative, overhead and loss of public use damages suffered by owner as a result of delay. Liquidated damages shall not cover the cost of completion of the work, damages resulting from defective work, damages suffered by others who then seek to recover their damages from owner (for example, delay claims of other contractors, subcontractors, or tenants), and defense costs thereof.

Bidder acknowledges receipt of the following addendum:

__________________________________________________________________________

Accompanying this proposal is a Proposal Guarantee as a deposit in the form of a (circle form type words) - certified check, cashier's check, bid bond or cash) in the amount of:

__________________________________________________________________________

(Written Form)

(Numbers) $ ________________ which amount is not less than ten percent (10%) of the total bid.

The undersigned currently holds a valid Nevada State Contractor's license.

License Classification(s) and Number: ______________________________________________________________________

City of Elko Business License Number: ______________________________________________________________________

BIDDER NAME: _________________________________________________________________________________________

MAILING ADDRESS: _____________________________________________________________________________________

CITY: _________________________ STATE: _______ ZIP CODE: _______

TELEPHONE: ( ) ____________ FAX: ( ) ____________

BY: _______________________________________________________________________

(TYPED OR PRINTED NAME OF INDIVIDUAL AUTHORIZED TO SIGN BID)

TITLE: ________________________________________________________________________________________________

The following signature indicates that bidder has inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine the site or any form, instrument or document shall in no way relieve any bidder from any obligation in connection with this Bid Proposal to perform the Work as required.
SIGNATURE OF AUTHORIZED PERSON: _______________________________________

(If bid is by a corporation, affix seal and attach certified copy of corporate resolution authorizing the officers or representatives to execute the Bid Proposal and all Contract Documents if the bid is accepted.)
PROPOSAL GUARANTEE
(To Accompany Bid Form)

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

______________________________________________, as PRINCIPAL,

and ________________________________________________, as SURETY,

are hereby held and firmly bound unto the CITY OF ELKO, NEVADA, as OWNER in the
penal sum of at least ten (10%) percent of the total amount of bid equal to:

______________________________________________

(Written Form)

(Numbers) $_____________________________ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal is herewith
submitting to the CITY OF ELKO, NEVADA, a certain Bid for the:

SILVER STREET IMPROVEMENTS

NOW, THEREFORE,

(a) If the Principal shall not withdraw said Bid within thirty (30) days after the opening of
the same, or

(b) If said Bid shall be rejected, or in the alternate,

(c) If said Bid shall be accepted and the Principal shall within twenty (20) calendar days
after receipt of Notice of Award, execute and deliver a contract in the form of Contract
specified in the Contract Documents (properly completed in accordance with said Bid)
and shall furnish a bond with good and sufficient surety or sureties for his faithful
performance of said Contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, then this obligation shall be void, otherwise
the same shall remain in force and effect and the Principal and Surety will pay unto the
Owner the penal sum hereof; it being expressly understood and agreed that the liability of
the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of
this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such Bid; and said Surety does not hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this day of __________________, 20____;

PRINCIPAL:________________________________________

SURETY:____________________________________________

BY:_________________________________________________

(SEAL)
SILVER STREET IMPROVEMENTS
EXPERIENCE QUALIFICATIONS
(To Accompany Bid Form)

The Bidder has been engaged in the contracting business, under the present business name for __________ years. Experience in work of a nature similar to that covered in the proposal extends over a period of __________ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor except as follows:

______________________________________________________________________

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>CONTRACT AMOUNT</th>
<th>TYPE OF WORK</th>
<th>LOCATION &amp; FOR WHOM PERFORMED</th>
<th>CONTACT NAME</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>NAME, TYPE &amp; CAPACITY</th>
<th>CONDITION</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
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SIGNED: ___________________________ DATE: _____________
SILVER STREET IMPROVEMENTS
NEVADA STATE CONTRACTOR’S BOARD STATUS
(To Accompany Bid Form)

All Bids must include a status report issued by the Nevada State Contractor’s Board within 90 calendar days prior to the date for receipt of Bids, that the Bidder has a Nevada State Contractor’s license in good standing, which license must be of the type and limit which will allow the Bidder to perform the Work as a general contractor.
Pursuant to NRS 338.141 (1) (b), each bid submitted to a public body for any public work to which paragraph (a) of subsection 1 of NRS 338.1385 or paragraph (a) of subsection 1 of NRS 338.143 applies, must include, if the public body does not provide a list of the labor or portions of the public work which are estimated by the public body to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor’s total bid. This is referred to as the “5% List.” If the bid is submitted pursuant to this paragraph, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor’s total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. This is referred to as the “1% List.” These lists must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.

A PRIME CONTRACTOR SHALL INCLUDE HIS OR HER NAME ON THESE LISTS IF, AS THE PRIME CONTRACTOR, THE PRIME CONTRACTOR WILL PERFORM ANY OF THE WORK REQUIRED TO BE LISTED.

The following list is submitted as the:

- [ ] 5% List
- [ ] 1% List

<table>
<thead>
<tr>
<th>Name of First Tier Subcontractor</th>
<th>Contractor’s License Number (1% List Only)</th>
<th>Description of Labor or Work</th>
<th>Percentage of Work Done</th>
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SILVER STREET IMPROVEMENTS
AFFIDAVIT OF NON-COLLUSION
(To Accompany Bid Form)

STATE OF ______________________ )SS.
COUNTY OF ______________________

I, ______________________________________ (Name of party signing this affidavit and the Proposal Form), being duly sworn to depose and say:

That ______________________________________ (Name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signature: ______________________________

Title: __________________________________

Sworn to before me this ________ day of ______________________, 20__.

Signature: ______________________________

Title: __________________________________

(SEAL)