

CLARK COUNTY
WATER RECLAMATION DISTRICT
INVITATION TO BID

BID NO. 713-08

CLEANING 4 TO 24 INCH DIAMETER GRAVITY SEWERS

Clark County Water Reclamation District (CCWRD) is seeking bids to clean 4 to 24 inch diameter gravity sewers.

A **mandatory** Pre-bid Conference will be held at 10:00 a.m. on February 1, 2008 at the 5857 East Flamingo Road, Conference Room "106", Las Vegas, Nevada 89122. The purpose of the Pre-bid Conference is to review the bid document and respond to pertinent questions regarding the Invitation to Bid. Bidders are strongly recommended to attend the Pre-Bid Conference if they have questions.

Bids will be received at the Security Desk located at the main entrance of the District's Administration Building, 5857 East Flamingo Road, Las Vegas, Nevada 89122 on, or before February 12, 2008. Bids submitted must be time-stamped upon receipt no later than 10:00 a.m. on the bid opening date. Bids time-stamped after 10:00 a.m will be returned unopened to the Bidder. Bids may not be withdrawn after the closing time.

Invitation to Bid packages are available on the District's website, www.cleanwaterteam.com/bid or by contacting the CCWRD Purchasing and Contracts Department, Gail Karafa at 702-434-6611.

The District desires that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) have a maximum opportunity to participate in the performance of District projects. MBE and WBE firms are encouraged to bid on District projects.

PUBLISHED:
Las Vegas Review-Journal
January 25, 2008 and January 28, 2008

SPECIAL NOTE TO ALL RECIPIENTS OF THIS INVITATION

You have received this Invitation to Bid because you are listed on our mailing list for this item.

If you do not respond it may cause for your firm to be removed from the mailing list for this requirement.

INSTRUCTIONS TO BIDDER

LICENSE

The District will not award the contract to a person, CONTRACTOR, or subcontractor who, at the time of the bid, is not properly licensed under the provisions of Chapter 624 of NRS or if the contract would exceed the limit of their license. Copies of bidder's and subcontractor's license shall be attached to the Bid Proposal. A subcontractor named by the CONTRACTOR who is not properly licensed for subcontractor's designated portion of the work shall be deemed unacceptable. If a subcontractor is deemed unacceptable, the CONTRACTOR shall provide an acceptable subcontractor before the award of the contract.

If, after awarding the contract, the public body discovers that the person to whom the contract was awarded is not licensed, or that the contract would exceed their license, the public body shall reject the bid and may accept the next lowest bid for that public work from a responsive and responsible BIDDER without requiring that new bids be submitted. It is the BIDDER's responsibility as a licensed CONTRACTOR to have the proper licenses at the time of bid. All questions concerning proper licenses and limits should be directed to the Nevada State Contractors Board (NSCB). The OWNER may require from the apparent low BIDDER a written letter from the NSCB verifying that the CONTRACTOR and his subcontractors are properly licensed to do the work as bid in this document.

BIDS

Bids shall be made upon the bid form proposal bound herein and the pages shall not be removed from the bound volume. All bids shall be properly executed and all items filled in; total bid price shall be stated both in words and in figures; the signature of all persons signing shall be in long hand. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. In case words and figures do not agree, the words shall govern and figures shall be disregarded. If the unit price and the total amount named by the BIDDER for any item are not in agreement, the unit price alone shall be considered as representing the BIDDER's intention, and the totals shall be corrected to conform thereto.

QUALIFICATION OF BIDDERS

The following elements, in addition to price, shall be given consideration in evaluating the qualifications of and degree of responsibility to be credited to the BIDDER: (1) The ability, capacity and skill of the BIDDER to perform the contract; (2) The character, integrity, reputation, judgment, experience, and efficiency of the BIDDER; (3) Whether the BIDDER can perform the contract within the times specified; (4) The quality of performance by the BIDDER of previous contracts with the District and with other local government and state agencies, including, but not limited to, the relative costs, burdens, time and effort necessarily expended by the District or such agencies in securing satisfactory performance, notwithstanding that such performance may have been finally accepted by the District or such agencies; (5) The previous and existing compliance by the BIDDER with laws and regulations relating to the public contracts and prevailing wage rates; (6) The BIDDER's proposed subcontractors.

Each BIDDER shall demonstrate to the satisfaction of the District that the BIDDER has sufficient qualifications to perform the work under this contract. The burden to demonstrate such qualifications shall be on the BIDDER. The BIDDER must be licensed and registered as a

CONTRACTOR in accordance with the laws of the State of Nevada (which is required in order for a BIDDER to submit a bid hereunder).

Each BIDDER must have successfully completed five (5) similar projects in the past 5 years and must submit the Contractor Experience/Reference Form in Attachment 7. The projects must have been performed satisfactorily, have been of like nature, magnitude and comparable difficulty.

Each BIDDER shall be skilled and regularly engaged in the general class and type of work called for under this contract. It is the intention of the District to award this contract to a BIDDER who furnishes satisfactory evidence of its key personnel's and its proposed subcontractors' requisite experience and ability and of sufficient capital, facilities, and plant to enable prosecution of the work successfully and properly and within the time named in the contract.

To determine the degree of responsibility to be credited to the BIDDER, the District will weigh any evidence, whether submitted by the BIDDER or obtained otherwise by the District, that the BIDDER, the BIDDER's key personnel available for employment in responsible charge of the work, and the BIDDER's proposed subcontractors have performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

BID PREFERENCE - NRS 338.147

The District shall award a contract for public work to the CONTRACTOR who submits the best bid.

UNIT BID ITEMS

The preliminary opinion of quantities of work to be done as indicated by the unit bid items are approximate as shown in the Contract Documents, and are given as a basis for the comparison of bids. The District does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work at the unit or lump sum prices stated in the bid form that may be deemed necessary or expedient by the District. The BIDDERS shall not at any time after the submittal of their bids have any claim for damages as a result of lowering of anticipated profits or the loss of profits because of any difference between the quantities of work actually done and those stated in the bidding sheets.

All work as set forth in the Contract Documents is to be accomplished. BIDDER shall include in the bid item or items of work, funds to allow for compensation for all work for which specific bid items are not provided. Each BIDDER is cautioned against unbalancing his bid by including more pro rata share of his overhead and profit in any item. Each bid item should be priced to carry its share of the cost, overhead and profit.

BID SCHEDULE

The Contractor shall complete all submittals within fourteen (14) calendar days of the notice to proceed. The Contractor shall have at least two operating crews working on this project within 28 calendar days of the notice to proceed. **The work described herein must be complete within 180 calendar days of the notice to proceed.**

EXAMINATION OF SITE

BIDDERS must satisfy themselves by personal examination of the location of the proposed work as to the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute, complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

GENERAL PROVISIONS

BID NO. 713-08
CLEANING OF 4 TO 24 INCH DIAMETER GRAVITY SEWERS

INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

DEFINITIONS

The term “Owner” as used throughout this document will mean the Clark County Water Reclamation District, Las Vegas, Nevada.

The term “BOT” as used throughout this document will mean the Board of Trustees, which is the Governing Body of the Clark County Water Reclamation District.

The term “Purchasing” as used throughout this document will mean the Clark County Water Reclamation District, Purchasing and Contracts Department.

REQUEST FOR INFORMATION

Any requests for **procedural** clarification or additional information regarding the submission of this Invitation to Bid shall be directed to:

Gail Karafa
Purchasing and Contracts
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Phone No. 702-434-6611
Fax No. 702-450-4411

Requests for **technical or other** information shall be directed to:

Kent Vian
Sr. Management Analyst
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, NV 89122
Phone No. 702-639-5604
Fax No. 702-639-5844

CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BOT, or between a Bidder and a non-designated Owner contact, regarding this bid is prohibited from the time the bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to his Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a

Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected and/or considered for award by the BOT.

FEDERAL, STATE, LOCAL LAWS

All Bidders will comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

SECURITY AND SAFETY

All Bidders will comply with all local, state and national security and safety (OSHA) regulations applicable to the site of the work.

BUSINESS LICENSES, PERMITS AND REGISTRATION

Prior to commencing performance under this contract, the successful Bidder shall ensure that it has obtained all required business licenses, permits and registrations required by the city, county, state and federal laws and regulations necessary for the performance of its services under this contract.

CERTIFICATION

The successful Bidder represents and warrants that it possesses a valid employer identification number and sufficient amount of Workman's Compensation and Liability Insurance and other required sureties, registrations, or licenses necessary to lawfully perform this contract. Any expenses, penalties, or costs incurred by Owner as a result of the successful Bidder's failure to maintain a valid employer identification number, Workman's Compensation and Liability Insurance or other required sureties, registrations, or licenses, will be reimbursed by the successful Bidder within ten (10) working days of written notice of such expenses, penalties or costs.

TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-600-1074). A copy of the tax exempt letter is available by calling our Purchasing and Contracts Department at 434-6611. The price(s) bid must be net, exclusive of these taxes.

COLLECTION AND PAYMENT OF SALES TAX

All Bidders are required to possess a sales tax permit and shall collect and pay the taxes defined in NRS Chapters 372 and 374 if they sell tangible personal property in the State of Nevada. Permit application requirements are defined in NRS Chapter(s) 372.123, 372.125 and 274.130. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between or among the provisions of this contract, such inconsistency or conflict shall be resolved by the following descending order of preference:

- Order-specific provisions which are typed or handwritten on the Purchase Order as additions to the pre-printed terms;
- Documents incorporated by reference on the face page(s) of the Purchase Order;
- These terms and conditions of Purchase, supplements, exhibits, tables and appendixes attached thereto;
- Scope of Services; and
- Specifications attached hereto or incorporated by reference.

In cases of ambiguity in the specifications/scope of services required herein, exhibits, appendixes or other documents included and incorporated under this contract, the successful Bidder must, before proceeding, consult the Owner, whose written interpretation shall be final.

INDEMNITY

The successful Bidder agrees, by entering into this contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold Owner harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of the successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend, and hold harmless the Owner for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the Owner's designated contact (Purchasing and Contracts Department) as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

BIDS ARE NOT TO CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked “Confidential” or “Proprietary”, or that contains materials so marked, may be returned to the Bidder and may not be considered for award.

DOCUMENT REVIEW

Bidder’s may visit the Purchasing and Contracts Department, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the “Confidential/Proprietary Information” clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment **must** be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 434-6611 and request the Purchasing and Contracts Department to schedule your appointment.

PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow the Owner sufficient time to evaluate and obtain BOT approval for award.

ADDITIONAL BID

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 10:00 a.m. will be returned unopened to the Bidder. **FAXED BIDS ARE OT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

Deliver mailing for bids to: **HAND DELIVERY, US MAIL, EXPRESS DELIVERY (FEDEX OR UPS).**

Clark County Water Reclamation District
Attn: Finance Department
5857 East Flamingo Road
Las Vegas, Nevada 89122
Bid No.: 713-08
Bid Name: Contract for Cleaning 4 to 24 inch Diameter Gravity Sewers
Bid Opening Date: February 12, 2008

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165 any evidences of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the 'bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

CONFLICT OF INTEREST

The successful Bidder warrants that, to the best of its knowledge and belief, there are no agreements or affiliation that could give rise to an organizational conflict of interest.

The Bidder agrees that, if after the effective date of this contract, it discovers an organizational conflict of interest with respect to the successful Bidder or the successful Bidder's performance hereunder, it shall make an immediate and full disclosure in writing to Owner. Such disclosure shall include a description of the action that the successful Bidder has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The contract may be terminated by Owner in the event such conflict would not be in the best interest of Owner.

The successful Bidder further agrees that if a conflict of interest is identified prior to the execution of this contract, it will adequately avoid, eliminate, or neutralize the conflict in a manner satisfactory to Owner.

In the event the successful Bidder was aware of an organizational conflict of interest any time prior to or after the execution of this contract and intentionally did not disclose the conflict to Owner, the contract may be terminated for detail, or Owner may invoke such other remedies as may be authorized by law.

WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Specialist in writing, or a bid

release form has been properly filled out and submitted to the Purchasing and Contracts Department. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after 90 calendar days unless the offer is further extended in writing by the Bidder.

If a Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsive if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies materials or equipment to the required purpose of the contract, and other objective and accountable factors which are reasonable. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the contract but these offers will not be a part of the determination of award of this bid unless otherwise specified.

In accordance with NRS 332.065.3 the Owner may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by the Owner.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration of the Bid form.
- F. **Failure to fill out the Disclosure of Ownership/Principals form if requested.**
- G. **Incomplete reference on previous projects and subcontractors**

Owner reserves the right to waive any minor informality or irregularity.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any Bidder recommended for award of a contract by the Board of Trustees is required to provide the information on the attached, **Attachment 6, Disclosure of Ownership/Principals**” form. The form shall be submitted to the owner within 24 hours after request. Failure to fill out the subject form by the Bidder shall be cause of rejection of the bid.

TIE-BIDS

A tie-bid is defined as an instance where bids are received from 2 or more bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the General Conditions. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

PROTESTS – CLARK COUNTY WATER RECLAMATION DISTRICT

A Bidder who bids on a contract may file a notice of protest regarding the awarding of the contract with the Contracts Administrator within 5 business days after the bid opening date. The notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated. A Bidder filing a notice to protest may be required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the Owner, to the Owner 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:

- Twenty-five percent of the total value of the bid submitted by the Bidder filing the notice of protest; or
- Two hundred fifty thousand dollars.

Owner will stay any award actions until after the Contracts Administrator has responded in writing to the protest. If the protestor is not satisfied with the response, protestor may then protest to the Owner BOT, who will render a final decision for the Owner. No bid protests will be heard by the BOT unless the bidder has followed the appeal process.

If the protest is upheld, the bond posted or other security submitted with the notice of protest will be returned to the Bidder 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 Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the protestor who posted the bond or submitted the security.

Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the protestor in a bid process.

USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by the successful Bidder. The local government that originally awarded the contract is not liable for the obligations of the local government which uses the contract.

DISCRIMINATION

The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognized that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

IMMUNITY FOR INCORRECT DATE GENERATION

The Owner, its officers and employees shall be immune for any breach of this contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the Owner, its officers or employees, regardless of the cause of the error (reference NRS 41.0321)

AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contract compliance. The successful Bidder agrees to provide the Owner any and all information requested that relates to the performance of the contract. All requests for information will be in writing to the successful Bidder. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and may be cause for suspension and/or termination of the contract.

ASSIGNMENT OF CONTRACTUAL RIGHST

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner an any sureties.

CONTRACTOR NON-COMPLIANCE WITH CONTRACT

Successful Bidder's non-compliance with any requirement, term or condition contained in this contract may result in Owner:

- Terminating this contract, in whole or part, for convenience or cause;
- Withholding payments;

- Initiating suspension or debarment action against the Contractor; and
- Initiating other action, as appropriate.

In addition, successful Bidder non-compliance with any statutory requirement included in this contract, may result in the successful Bidder and its employees and subcontractors being (under national, state and/or local laws, statutes or regulations) fined and/or imprisoned, or incurring other sanctions.

TERMINATION FOR CONVENIENCE

Notwithstanding anything herein to the contrary, in the event that Owner terminates the contract, in whole or in part, at any time, the corresponding portion of this contract may be terminated for convenience by Owner by written notice stating the extent and the effective date, and such termination shall not constitute default. In the event of partial termination, the successful Bidder is not excused from performance of the non-terminated balance of work under the contract. The effective date will be at least thirty (30) days from the receipt of notice unless, an earlier date is mutually agreed upon by the parties.

In the event of termination for convenience by Owner, the successful Bidder shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Owner may take immediate possession of all work so performed upon written notice of termination to successful Bidder.

Successful Bidder's obligations, including but not limited to obligations under the warranty, proprietary rights, infringement, and indemnity against claims provisions of this contract, shall survive such termination.

In the event that the Owner elects to terminate the contract, the termination request will be submitted to the BOT (if the total amount is more than \$25,000) or the Purchasing and Contracts Department (if the award amount is \$25,000 or less) for approval.

TERMINATION FOR CAUSE

- a. Time is of the essence in performance of services under this contract. Owner may, by written notice of default to the successful Bidder, terminate this contract in whole or in part if the successful Bidder fails to:
 - i. Deliver the supplies or to perform the services within the time specified in this contract or any extension,
 - ii. Make progress, so as to endanger performance of this contract, or failure to provide adequate assurance of future performance,
 - iii. Perform any of the other provisions of this contract, or
 - iv. Meet its financial obligations to its employees, suppliers, and subcontractors.
- b. Owner's right to terminate this contract under subparagraphs (ii) and (iii) above, may be exercised if the successful Bidder does not initiate and diligently pursue all reasonable efforts to cure such failure within ten (10) days (or more if authorized in writing by Owner Contracts Administrator) after receipt of the notice from Owner specifying the failure.
- c. In the event of partial termination, successful Bidder is not excused from performance of the non-terminated balance of work under the contract.

- d. In the event of successful Bidder's default hereunder, Owner may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.

GENERAL CONDITIONS
BID NO. 713-08
CLEANING 4 TO 24 INCH DIAMETER GRAVITY SEWERS

METHOD OF AWARD

Award will be made by the BOT to the **lowest responsive and responsible Bidder in aggregate (Bidder must bid on all items)** contingent upon the submission of all requested documents after award within the timeliness specified, unless an extension is approved by the Owner. In the event that the total award amount is \$25,000 or less, the Purchasing and Contracts Department may approve the award.

NOTICE OF AWARD

Award of this bid will be by the issuance of a purchase order and Notice to Proceed letter. The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

PRE-BID CONFERENCE

A **mandatory** pre-bid conference is being held for this bid. The intent of the **mandatory** pre-bid conference is to review the entire bid document and answer any questions that the Bidders may have.

INITIAL TERM

The initial term of this contract shall be from date of award through September 6, 2008.

CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 90 calendar days from its expiration date for any reason.

CONTRACT MANAGEMENT

- a. For the work performed under the contract, a designated Owner technical representative will serve as the point of contract for the purposes of:
 - 1) Monitoring the Contractor's technical performance of assigned tasks.
 - 2) Preliminary determination of the acceptability of all reports and data specified for the respective tasks.
 - 3) Review and approval of cost/pricing estimates for prospective tasks in accordance with the contract provisions and as defined by the Statement of Work.
- b. The successful Bidder will respond through the Owner's Procurement Representative for the following:
 - 1) Matters relating to prices, terms and conditions, quantities to be supplied, delivery schedule and financial adjustments.
 - 2) Agreements between the parties, which by their nature effect a change to the contract, shall only be binding upon the parties when such agreement or actions are specifically authorized in writing by the Owner's Procurement Representative.
 - 3) All correspondence and communications, pertaining to this contract, between Owner and the successful Bidder shall be directed to Owner's Procurement Representative.
- c. No such direction, guidance, suggestion, or order of Owner shall be binding upon owner and shall not be the basis of any claim or entitle the successful Bidder to an equitable adjustment unless approved in advance by Owner's Procurement Representative.

POINT OF CONTACT

Owner's Contracts Administrator and/or Procurement Representative are the only designated point of contacts regarding changes/modifications in work scope, payment and price changes. Any technical inquiries are to be directed to the Owner's Technical Representative (s).

WORK ISSUED

Any work/order issued during the effective period of this contract and not completed within that period shall be completed by the successful Bidder within the time specified in the order. This contract shall govern the successful Bidder's and Owner's rights and obligations with respect to

that work/order to the same extent as if the work/order was completed during the contract's effective period provided that the successful Bidder shall not be required to make any deliveries or perform any services under this contract after the end of the period of performance.

BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has obtained all information and responses relevant to the services requested herein and familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the obtained time of bid opening may be cause to reject the entire bid.

ADDITIONAL BID SUBMITTALS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidder's Bid form may be considered substantial deviations from the bid requirements and be cause for rejection.

DESCRIPTIVE LITERATURE

Bidder should submit with its bid the latest printed specifications and advertising literature on the product(s) offered on the Bid Form.

INSURANCE

The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount off no less than \$1,000,000 per occurrence, \$2,000,000 and Workers Compensation Insurance during the term of this contract. The successful Bidder shall include the cost of the insurance coverages in its bid price(s). The successful Bidder shall provide the Owner with proof of insurance as specified within 3 working days after Owner's request.

The successful Bidder shall obtain and maintain for the durations of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite worker's compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless Bidder is a Sole Proprietor and shall be required to submit an affidavit (**Attachment 3**) indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

The successful Bidder shall obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverage in their bid price(s).

PERFORMANCE BOND

Prior to execution of a contract, the successful Bidder shall furnish a “Faithful Performance Bond” in **Attachment 5**, in the amount of fifty percent (50) of the bid price. The successful Bidder shall pay all premiums and costs of bonds. **The Performance Bond shall be written on the form provided by the Owner.** The successful Bidder shall require the attorney-in-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The Performance Bond prepared by a licensed non-resident agent must be countersigned by a resident (Nevada) agent per the provisions of NRS 680a.300.** The Performance Bond must be issued by a certified surety which is listed in the Department of the Treasure, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The Performance Bond shall be sent to the Clark County Water Reclamation District, Attention: Purchasing and Contracts, **no later than 10 calendar days after notification of award.** See the “Submission of Bids” clause in the General Provisions for the appropriate mailing address.

FISCAL FUNDING OUT

Owner’s obligations under this Agreement are expressly subject to appropriation and/or approval of funds by its Board of Trustees. Further, in the event that funds are not appropriated in whole or in part; sufficient for performance of the Owner’s obligations under a resulting contract, or appropriated funds may not be expended due to the Board of Trustees spending limitations, then this Agreement shall thereafter become null and void by operation of law, and the Owner shall thereafter have no liability for compensation or damages to the Proposer in excess of the Owner’s authorized appropriation for the resulting Contract or the applicable spending limit, which ever is less. The Owner shall notify the Proposer as soon as reasonably possible in the event of non-appropriation or in the event a spending limitation becomes applicable.

The funds appropriated for this contract are equal to or exceed the contract amount for the period in which this contract was awarded. For work to be completed in subsequent fiscal years, if any, the Owner will notify the Proposer of the appropriation of funds for such work after the adoption of the Owner’s annual appropriation ordinance for those years.

The Proposer and the owner agree and acknowledge as a part of this RFP, that no change order or other form or order or directive may be issued by the Owner which requires additional compensable work to be performed, which work causes the aggregate amount payable under a resulting contract to exceed the amount appropriated for the work requested herein, unless the Proposer has been given a written assurance by the Owner that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in a resulting contract.

FORCE MAJEURE

The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The successful Bidder shall provide Owner satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

FAILURE TO DELIVER

In the event that the successful Bidder fails to deliver the product and/or service in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product and/or service are procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier. Refer to Scope of Services.

DAMAGED OR DEFECTIVE PRODUCTS

The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within seven (7) calendar days(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay the Owner any difference between the bid price and the price paid to the other supplier.

SERVICE AND INSPECTION INSTRUCTIONS

Prior to delivery, the product shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the manufacturer's standard pre-delivery service center. A copy of the manufacturer's standard pre-delivery service check list shall be completed for the product, signed by a representative of the organization performing the inspection/service and delivered with the product.

The product will be inspected at time of delivery, by an authorized representative of the Owner, for workmanship appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this adjustments or replacement. Payment and/or the commencement of discount period (if applicable) will not be made until the corrective action is made, the product re-inspected and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance.

PURCHASE ORDERS

The Purchasing and Contracts Department will issue a purchase order(s) which will authorized the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:

Company Name;

Complete Address (including street, city, state, and zip code);

Telephone Number;

Contact Person;

Analyses (number and type/method) performed and the unit rate for each analysis (including dates of samples analyses;

Copies of COC forms as backup payment;

Clark County Water Reclamation District **Purchase Order Number;**

Company's Tax Identification Number;

Bid Number and Bid Name;

Itemized description, pricing and total amount due (excluding Sales and Use Tax);

Percentage Discounts/Payment Terms (if offered); and

Company's Invoice Number.

The successful Bidder is responsible to insure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Bid Form. Owner reserves the right to return invoices "**unpaid**" with insufficient information. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

Submit three (3) copies of invoices to the District, one to Accounts Payable, one to the District's Project Manager and one to the representative of the CONSULTING firm - HDR Engineering for approval.

INVOICE AUDITS

The successful Bidder shall provide to the Owner, within 14 calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the successful Bidder's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by the Owner's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than 7 calendar days after notification by the Owner. In the event that the successful Bidder undercharged the Owner, the Owner shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged the Owner, the successful Bidder shall reimburse the Owner within 14 calendar days. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

PARTIAL PAYMENT

Partial payments will be allowed.

WARRANTY

The successful Bidder shall warrant all workmanship, materials, and equipment they have furnished for a period of 1 year after the final acceptance of the equipment and/or materials. If during the guarantee period, any defect or faulty materials are found, successful Bidder shall immediately, upon notification by the Owner, proceed at its own expense to replace and repair same together with any damage to all finished, fixtures, equipment, and furnishings that may be

damaged as a result of this defective equipment or workmanship within fourteen (14) calendar days after notification. Successful Bidder further warrants that the performance of work and services.

OWNER'S PROPERTY

All drawings, tools, jigs, dies, fixtures, materials, and other items supplied or paid for the Owner shall be and remain the property of Owner; and Owner shall have the right to enter successful Bidder's premises and remove any such property at any time without being liable for trespass or damages of any sort.

All such items shall be used only in the performance of work under this contract unless Owner consents otherwise in writing.

Material made in accordance with the Owner's specifications and drawings shall not be furnished or quoted by successful Bidder to any other person or concern without the Owner's prior written consent.

Successful Bidder shall have the obligation to maintain any and all property furnished by Owner to successful Bidder and shall be responsible for all loss or damage to said property except for normal wear and tear.

ASSIGNMENT/SUBLETTING OF SUBCONTRACTS

The successful Bidder shall ensure all subcontracts awarded under this contract incorporate all clauses and provisions require by this contract, including applicable "Representations and Certifications". The successful Bidder shall only invoice for work completed by its subcontractor and shall make payments to subcontractors in a manner consistent with or more expeditious than Owner's requirement for payment (Net 30). If the Contractor fails to comply with this procedure, it will be proceeding at its own risk and may result in this contract subsequently being terminated.

Note: Should the selected Bidder assign or sublet any portion of these services, such assignment or subletting must be approved by the Owner at least five (5) days prior to the work being performed. Should the selected Bidder assign or sublet any portion of these services (with the consent of Owner), the selected Bidder must confirm to owner that the Subcontractor has any an all permits and licenses required by virtue of this contract.

ETHICAL BEHAVIOR

Notwithstanding the successful Bidder's obligation to comply with all requirements, terms and conditions contained in this contract, the successful Bidder is encouraged to conduct an ongoing program to ensure the successful Bidder and its subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner. Situations may arise where employees of the successful Bidder, or subcontractor employees may review documentation, participate in discussions, help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, involved successful Bidder of subcontractor employees shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

PRICING

Successful Bidder represents and warrants to Owner that prices offered fairly reflect market cost savings resulting from this Agreement and that such prices or discounts are reasonably available to all other purchasers of services of like grade, quality, and quantity.

COMPLIANCE WITH LAW

Successful Bidder warrants that the materials to be furnished and the services to be rendered under this contract shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations and in compliance with applicable international prohibitions on child labor. Successful Bidder certifies that with respect to the production of the articles and/or the performance of the services covered by this contract, it has fully complied with Sections, 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.

Successful Bidder warrants that all equipment and materials delivered under this contract are in accordance with the latest OSHA requirements.

Successful Bidder warrants that in the performance of this contract, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations, and

Successful Bidder further agrees to save Owner harmless from any loss, damage, fine, penalty, or expense whatsoever that Owner may suffer as a result of Contractor's failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this contract.

CONTRACTOR EMPLOYEE SUPERVISION

- a. To avoid the occurrence or perception of a personal services contract, the successful Bidder employees shall not be directly supervised by Owner. All individual successful Bidder employee assignments, and daily work direction, shall be given by the successful Bidder. If the successful Bidder believes any Owner action or communication given could be construed as Owner directing the supervision of its personnel, the successful Bidder shall immediately notify the Owner's Contracts Administrator, in writing, of this situation.
- b. The successful Bidder shall ensure its employees do not hold themselves out as employees, agents, or representatives of Owner. Throughout performance of this contract, the successful Bidder shall ensure its employees clearly identify themselves as employees of the successful Bidder.
- c. The successful Bidder shall maintain records which document actions it has taken to ensure its employees are made aware of and fully understand the requirements of paragraphs a. and b. of this clause. The substance of this clause shall be included in all subcontracts placed for any effort under this contract.

PRODUCTS

New Product:

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

Reconditioned Product:

Reconditioned products are acceptable for this bid. A reconditioned product is defined as a product that, although it may contain some used components, has been completely disassembled and reassembled including all cleaning, adjustment, and replacement of components necessary to make the product capable of having exactly the same guarantee as a new product. The reconditioned product must be certified by the successful Bidder's standard maintenance agreement at rates that are no higher than the rates for a new product.

WORK/PROJECTS ISSUED

Any work and/ or projects assigned during the effective period of this contract an not completed within that period shall be completed by the selected Bidder within the timeframe negotiated between the Owner's technical representative and Bidder. This contract shall govern the Bidder's and Owner's rights and obligations with respect to that work/project to the same extent as if the work/project was completed during the contract's effective period provided that the selected Bidder shall not be required to perform any services under this contract after the end of the period of performance.

BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to Owner must be provided by the successful Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

SUBSTITUTIONS

Specifications are intended to show kind and quality required and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

1. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.
2. Proof, satisfactory to Owner, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
3. Equivalent items may be subject to performance testing.

INSPECTION

All materials and workmanship shall be subject to inspection and test at all reasonable times and places by Owner before during and after performance and delivery. Owner may require successful Bidder to repair, replace or reimburse the purchase price of rejected materials or Owner may accept any materials and upon discovery of nonconformance, inspection, transportation, repackaging, and/or re-inspection by Owner shall be at successful Bidder's expense.

Inspection and test are made on the premises of successful Bidder or successful Bidder's subcontractors, successful Bidder shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty.

The performance by the successful Bidder and quality of work delivered, including services rendered and any documentation or written material complied shall be subject to inspection, review and acceptance by Owner Procurement Representative or his duly authorized representatives.

Owner's failure to inspect does not relieve successful Bidder of any responsibility to perform according to the terms of the contract.

OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by the Bidder to the Owner if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, 14 Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 14 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

Terms of Payment: 0%, 30 Calendar Days.

No payment discount is offered and payment is due within 30 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

No prompt payment discount will be considered by the Owner in the bid evaluation process unless the discount period offered by the Bidder is 14 calendar days or more.

TECHNICAL SPECIFICATIONS
BID NO. 713-08
CLEANING 4 TO 24 INCH-DIAMETER GRAVITY SEWERS

PART 1 GENERAL

1.1 THE REQUIREMENT

The work described herein includes those measures and activities required to clean gravity sewer lines to remove foreign materials.

The goal of the sewer cleaning is to remove all foreign materials so that the cross section of the gravity sewer is restored to 95% of the original cross sectional area of the sewer when it was new at all points along its length.

Sewers shall remain in service during the cleaning process.

1.2 Scope of Work

There are approximately 9,219 sewer line segments ranging in diameter from 4 inches to 24 inches that are to be cleaned in this Project. The total length of cleaning is approximately 2,117,230 feet. A summary of the sewer line segments by diameter in this Project is shown in Appendix 1.

The locations of the each pipe included in the project are located in Appendix 2 to this specification. It is the contractor's responsibility to obtain and comply with all work restrictions. A detailed list of the individual gravity sewer line segments to be cleaned is can be obtained upon request from the District.

1.3 Definitions

CCTV means closed circuit television.

Cleaning Group means a collection of gravity sewers identified by the District to be included in one contract work packet.

Cleaning Routes means a collection of gravity sewers that are to be cleaned from the upstream line segment to the downstream line segment.

Combination cleaner means a high velocity sewer cleaner with an integral vacuum system for removing materials from the downstream structure during the sewer cleaning operation.

Foreign materials means materials found in the gravity sewers such as solids, sludge, dirt, soil, sand, rocks, bricks, grease, roots, rags, construction debris, pieces of broken pipe, and any other materials that may inhibit or interfere with flow in the sewer.

Hydroflushing means sewer cleaning using a high velocity sewer cleaner.

Low Flow Hours means the hours when the flows in the gravity sewers are at their lowest level of the day, typically 1:00 a.m. to 6:00 a.m.

Project refers the contents of this ITB.

Normal Working Hours means Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

Sewer Line Segment means a single gravity sewer between two structures.

Structure means a manhole, clean out, or other gravity sewer access structure.

Warthog Nozzle means a rotating sewer cleaning nozzle designed to clean 4 to 24 inch diameter gravity sewers and manufactured by Stone Age Tools.

District means the Clark County Water Reclamation District or the District's representative.

1.4 access to private property

In the event that the Contractor needs to access a manhole that is located on private property, the Contractor shall obtain a right-of-entry and/or right-of-access agreement from the private property owner. See Section 1.9.A.8 for details on the right-of-entry agreement.

The Contractor shall provide a minimum of two weeks notice to the District prior to its need to enter onto private property.

The Contractor is responsible for ensuring that any work requiring access to private property does not cause delays or interfere with the overall work schedule.

A list of sewer pipelines in this project that do not have a manhole located in the public right-of-way is located in Appendix 4. This appendix also identifies the property owners (as available at the time of bid) for the land upon which the manhole exists. The District does not guarantee the completeness or accuracy of the list.

1.5 Locating manholes/covered manholes

The Contractor shall make a reasonable effort to locate manholes required for access and observation. A reasonable effort includes using maps, measuring the distance from other manholes, and using a magnetic locator. The District shall not be liable for the Contractor's costs in locating manholes.

The Contractor shall notify the District in the event that a manhole cannot be located or the manhole cannot be opened using a pry bar and sledge hammer.

The District will locate the missing manhole or raise or repair the manhole and notify the Contractor when it can be used for access or observation.

If, in the opinion of the District, the Contractor failed to make a reasonable effort to locate or open the manhole, the District will deduct the cost of its response from any payments due the Contractor.

1.6 incomplete line segments

In the event that the Contractor encounters conditions that prevent it from cleaning the entire length of a sewer line segment, then the Contractor shall move to the next sewer line segment and shall notify the District by the District's next work day.

1.7 Damage to sewers during cleaning

If any gravity sewer lines are damaged during normal cleaning operations due to preexisting or unforeseen conditions, the Contractor will not be held responsible provided that the Contractor followed the precautions normally employed in the cleaning of gravity sewers.

In the instance that the Contractor's equipment becomes lodged in the sewer, the Contractor shall notify the District as soon as practicable. The Contractor shall take all steps necessary to remove the lodged equipment as quickly as possible. If the lodged equipment must be removed by excavation of the sewer line, the Contractor shall be responsible for all costs and shall follow the District's standard provisions for such excavations and repairs. Additionally, the Contractor will be responsible for any extra costs incurred for the retrieval of any lodged equipment.

The Contractor shall take precautions to avoid damaging the sewer. Any damage to the sewer system resulting from the Contractor's operations shall be repaired to the satisfaction of the District and at no cost to the District.

Response to and mitigation of overflows caused by the actions of the Contractor (including payment of claims for property damage).

1.8 Quality Assurance

The Contractor shall use trained and experienced personnel to operate the sewer cleaning equipment.

The Contractor shall use quality equipment that is in serviceable condition. The Contractor shall inspect the sewer cleaning tools on a weekly basis to ensure that they conform to the manufacturer's recommendations and requirements.

The Contractor shall supply its field crews with information and tools (if needed) to ensure that they are cleaning the correct sewer line segments.

The Contractor shall provide field supervision that is adequate to ensure that the work is being completed in compliance with these specifications.

The Contractor shall review all Sewer Cleaning Logs to ensure that the information included is complete and accurate.

The Contractor shall train its personnel in the approved Overflow Response Contingency Plan procedures prior to commencing work. The training shall include at least one drill to be witnessed by the District.

The Contractor shall have all of the equipment listed in the Overflow Response Contingency Plan on site and in operable condition prior to commencing work.

1.9 Submittals

Prior to Mobilization for Approval by the District

Traffic control plans (TCP), approved by the local agency with jurisdiction and covering the range of traffic control situations that may be encountered during the project, shall be submitted prior to the start in the area specified by the TCP. For work in the Nevada Department of Transportation (NDOT) and Clark County rights-of-way, the traffic control plan must be submitted to the respective governmental agency with jurisdiction of the right-of-way for acceptance, as outlined in the NDOT and Clark County encroachment permits.

Flow control methods that will be employed to clean sewers with high flows where the depth of flow is greater than 20% of the diameter of the sewer.

Plan for containing and removing sludge, dirt, sand, rocks, grease, roots, and any other foreign materials from the manhole during cleaning activities.

Plan for the testing, classification, and disposal of materials removed from the sewers during the cleaning operations that demonstrates compliance with Federal, State, and Local requirements for the disposal of liquid and solid wastes.

List of proposed disposal sites for the disposal of materials removed from the sewers during the cleaning operations. The Contractor shall submit a copy of the Clark County Certification Document for the safe transport of material removed from the project sewers. The Contractor shall provide the District with an APEX or other like dumpsite approved profile number.

Sewer overflow response contingency plan with detail regarding the actions and equipment needed to respond quickly, to restore flow, and to mitigate the impacts of any overflows that may occur as the result of the Contractors activities.

A confined space entry plan which includes testing equipment, entry equipment, and a list of certified personnel.

Contractor shall prepare a right-of-entry and/or right-of-access agreement to be used by the Contractor in obtaining access to private property. The agreement shall include the following:

Date of Agreement

Extent of work to be performed on the private property.

Duration of the work to be performed.

Requirement for a signed release from the property owner upon completion of the work.

Emergency contact information for the private property owner and the Contractor.

Weekly following Mobilization

Weekly sewer cleaning schedules with adequate detail to provide the District with the opportunity to observe the sewer cleaning operation without the need to contact the Contractor regarding the location of its sewer cleaning crew(s).

Sewer Cleaning Logs in electronic and hardcopy format for each of the sewer line segments that were cleaned during the previous week. A sample Sewer Cleaning Log form is included in Appendix 3 to these specifications.

Manifests demonstrating that all of the materials removed from the gravity sewers during the sewer cleaning operation were disposed of in a proper and legal manner.

Right-of-entry and/or right-of-access agreements.

PART 2 PRODUCTS

2.1 Sewer Cleaning

Sewer cleaning shall be performed by the hydroflushing method. Methods that employ buckets, porcupines, kites, scooters, balls, pigs, snakes, or other winch or rod-propelled devices or tools shall not be used.

The Contractor shall use self contained hydroflushing equipment. At a minimum the equipment shall have cleaning tools suitable for use in gravity sewers from 4 to 24 inches in diameter. The allowable sewer cleaning tools shall include: 40-45 degree nozzle and Warthog rotating nozzle. Use of other nozzles or cleaning tools requires the advance approval of the District.

The Contractor will be responsible for obtaining all water necessary for the performance of the work. The contractor will acquire water from the Southern Nevada Water Authority.

PART 3 EXECUTION

3.1 Sewer Cleaning

All line segments within a cleaning route shall be cleaned from the upper reaches of a cleaning route to the downstream reaches of a cleaning route.

All sewer cleaning operations shall be conducted from the downstream manhole. Sewer cleaning using an upstream manhole for access is not allowed.

The contractor shall employ a debris trapping system in the outlet of the downstream manhole prior to cleaning any sewer line to contain sludge, dirt, sand, rocks, grease, roots, and any other foreign materials in the manhole. The contractor shall remove trapped materials from the manhole prior to removal of the system.

Hydroflushing of all sewer lines shall include a minimum of two passes (each pass consists of running the hydroflush cleaning tool all the way to the next upstream manhole and returning it to the entry manhole). The Contractor shall verify that the hydroflush cleaning tool reaches the upstream manhole on each pass.

If any sewer line shows evidence of being more than one-half full with debris or if there is excessive root intrusion that would render hydroflushing an ineffective method of cleaning, the Contractor shall notify the District by the District's next work day.

All material resulting from the sewer line cleaning shall be removed from the sewer lines and associated structures prior to moving to the next sewer line segment.

The contractor shall at all times conduct work to prevent any blockage or failure and minimize surcharging in the sewer structures, connecting pipelines, and service laterals. Damage to existing facilities as a result of the contractor's work shall be promptly repaired in kind at no additional cost to the District.

When using hydraulically propelled cleaning tools that depend on water pressure to provide cleaning force, or tools that retard flow are used, take precautions to ensure that water pressure created does not damage or cause flooding of public or private property.

The contractor shall be thoroughly familiar with all phases of sewer pipe and structure cleaning to ensure the completion of this Contract without causing a health hazard or damage to the sewage system, public, and private properties.

3.2 Cleaning Precautions

The Contractor shall take precautions to ensure that the sewer cleaning activities do not cause damage or flooding of private property being served by the sewer.

The Contractor shall not dispose of or allow any liquid or solid waste from the sewer cleaning operation to enter the storm drain system.

In the instance that the Contractor's equipment becomes lodged in the sewer, the Contractor will notify the District as soon as practicable. The Contractor shall take all steps necessary to remove the lodged equipment in a timely manner. The Contractor shall take precautions to avoid damaging the sewer or causing an overflow. If the lodged equipment must be removed by excavation of the sewer line, the Contractor will be responsible for following the District's standard provisions for such excavations and repairs. Additionally, the Contractor will be responsible for any extra costs incurred for the retrieval of any lodged equipment.

It shall be the sole responsibility of the Contractor to provide for the safety of the traveling public within the limits of the project and on private property.

Contractor shall indemnify and hold harmless the District and the District's representatives for any safety violation, or noncompliance with governing bodies and their regulations, and for accidents, deaths, injuries, or damage at the site during occupancy or partial occupancy of the site by Contractor's workforce or equipment while performing any part of the work. During sewer line cleaning, the Contractor shall implement temporary traffic control measures as specified in the NDOT and Clark County Encroachment Permits.

In the event that there is a vehicle accident at or in the vicinity of the Contractor's temporary traffic control, then the Contractor shall immediately notify the District.

In the event that the Contractor's sewer cleaning activities cause a sewer overflow, then the Contractor shall immediately notify the District. The Contractor shall implement the Overflow Response Contingency Plan to respond to and mitigate the overflow.

3.3 Removal and disposal of materials removed from sewers

All materials resulting from the sewer cleaning operation shall be prevented from passing the downstream manhole in order to prevent causing downstream stoppages or the accumulation of debris in downstream gravity sewers or pump station wet wells.

All materials resulting from the sewer cleaning operation shall be removed from the worksite by the Contractor and disposed of at a facility that is permitted to receive the materials and approved by the District.

All materials resulting from the sewer cleaning operation shall be removed from the worksite no less often than at the end of each workday. Under no circumstances shall Contractor be allowed to accumulate materials on the site of work beyond the end of the workday.

The Contractor shall report on the Sewer Cleaning Log the predominant type and quantity, in cubic feet, of material removed from each sewer line segment.

Solids shall be dewatered to at least 95% for disposal as well as for weight measurements for invoicing purposes.

The District will provide space on its property at 5857 E. Flamingo Road for the Contractor to place a container for debris storage.

The Contractor shall still be responsible for disposing of the debris when the container is full and at the end of the project. The Contractor shall be responsible for providing the container and removing the container at the end of the project. The Contractor shall be responsible for odor control for the container. The Contractor shall also be responsible for keeping the area surrounding the container in a neat and orderly fashion.

If the Contractor fails to control odors and/or does not keep the container and surrounding area in a neat and orderly fashion, the District may revoke this privilege. The District may choose to revoke this privilege at any time at the discretion of the District Project Manager.

Insurance Certificates must be submitted to the District Purchasing Department prior to placing container on District property.

Contractor must apply for and receive security badges for all Contractor personnel that will be accessing District property from District Security Office prior to accessing District property according to District security requirements.”

3.4 Acceptance of completed work - Quality Inspection

The contractor will use a proofing tool to guarantee that 95% of the cross sectional area is free from foreign materials at all points along the pipe’s length. Acceptable proofing tool is a proofing skid used in conjunction with the hydroflushing sewer cleaning nozzle, or equivalent, as approved by the District. The proofing requirement may be used as the second pass outlined in section 3.1 D above if the first hydroflushing pass shows no sign of debris in a particular line.

The District will inspect a random sample of the sewer line segments cleaned by the Contractor within one month of completion of the cleaning of the line segment using District CCTV crews or CCTV crews from a third-party provider. The District may also perform this inspection by proofing. The expense of the inspection for this portion of the acceptance test will be borne by the District.

The District will review the video inspection results and sewer line segments with less than 95% of the cross sectional area free from foreign materials at any point along its length at the time of the inspection will be deemed to have failed the first quality inspection. All failed sections must be re-cleaned.

If any of the sewer line segments inspected by the District fail the first quality inspection, then the District will inspect a random 20% sample of the sewers cleaned by the Contractor within the last month, using CCTV or proofing. The Contractor shall reimburse the District for its costs associated with conducting the second quality inspection.

The District will review the video inspection results and sewer line segments with less than 95% of the cross sectional area free from foreign materials at any point along its length at the time of the inspection will be deemed to have failed the first quality inspection. If more than 5% of the line segments fail the second quality inspection, then the Contractor shall clean the sewer line segments that failed the quality inspections and it shall select one of the two following options to gain the District’s acceptance of the work.

The Contractor may use CCTV inspection, at its sole cost, to demonstrate that all of the line segments not included in the first or second quality inspection meet the 95% requirement or

The Contractor may re-clean all of the sewer line segments that were not included in the first or second quality inspection at its sole cost.

3.5 Liability for Additional Costs

The District shall not be liable for any additional costs incurred by the Contractor in passing the quality inspections.

3.6 Acceptance

Acceptance of sewer line cleaning shall be made upon the successful completion of the quality inspection and approval by the District.

The District shall not be liable for payments to the Contractor for cleaning sewer line segments have not met the criteria for acceptance.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 Measurement and payment for cleaning of existing sanitary sewer pipelines on the unit price per linear feet, regardless of diameter, of such cleaning as determined by measurement along the horizontal centerline of the existing pipe from the center of the manhole, as measured using length of hose deployed after such time cleaning nozzle is placed into pipeline to be cleaned, and in accordance with the requirements of the Contract Documents.
- 4.2 Payment shall be made at the unit price per linear foot, regardless of pipeline diameter, indicated in the Bid Form for which price shall constitute full compensation for furnishing all materials, labor, and equipment for cleaning of the existing sanitary sewer pipelines including, but not limited to, traffic control, permitting, and all other incidental work not specifically described in any other item of the specifications, complete-in-place, as specified and/or shown.
- 4.3 In general, the actual length cleaned should be used for invoicing purposes. The actual length is the distance that the Contractor was able to clean in lineal feet from the wall of the downstream manhole, where the cleaning equipment was placed into the pipe, to the farthest point along the pipe segment that cleaning was conducted with a maximum length being up to the wall of the upstream manhole.
- 4.4 If a certain pipe is only able to be partially cleaned (cleaning equipment does not reach the manhole at the end of the pipe segment) due to an obstruction, the Contractor should immediately alert the District. The District will then conduct a CCTV investigation to determine the cause of the obstruction. If the obstruction is found to be debris that could have been removed by the Contractor cleaning equipment, the Contractor shall be allowed to complete the cleaning of this pipe. The Contractor shall then be able to invoice for the full length of the pipe.
- 4.5 If the Contractor chooses not to clean the full length of the pipe, the District cleaning crews will clean the pipe. In this case, the Contractor shall not be able to invoice for this pipe.
- 4.6 If the obstruction is found to be a physical defect which did not allow the cleaning to take place, then the Contractor may invoice for the amount actually cleaned by the Contractor.
- 4.7 For pipes that are able to be cleaned in their entirety, the invoiced length will be compared to the GIS length to look for inconsistencies. Also, District representatives will be inspecting work sites and measurement techniques during this project.

CLARK COUNTY WATER RECLAMATION DISTRICT

BID FORM

BID NO. 713-08

CLEANING OF 4 TO 24 INCH DIAMETER GRAVITY SEWERS

Name of Bidder

This bid is submitted in response to the Owner’s Invitation to Bid and is in accordance with all conditions and specifications in this document.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Total
1	Clean 4-to-24–inch-diameter gravity sewers normal working hours, no lane closure	1,549,490	Linear Foot	\$	\$
2	Clean 4-to-24–inch-diameter gravity sewers, normal working hours, lane closure	408,401	Linear Foot	\$	\$
3	Clean 4-to-24–inch-diameter gravity sewers, work time restriction, no lane closure	34,115	Linear Foot	\$	\$
4	Clean 4-to-24–inch-diameter gravity sewers, work time restriction, lane closure	125,224	Linear Foot	\$	\$
6	Fully Loaded Charge for one crew, truck, and equipment (assuming 2 person crew)	40	Each hour	\$	\$
7	Disposal of Debris	1	Tons	\$	\$
8	Permits and Fees Bid Allowance				\$500.00
	GRAND TOTAL				\$

DELIVERY: _____ calendar days (Maximum _____ calendar days)

TERMS OF PAYMENT: _____%, _____ calendar days.

ATTACHMENTS TO BID FORM

A copy of the product’s printed specifications advertising literature or catalogs as specified are attached.

Attachment 1, Subcontractor Information, is attached

Attachment 2, Insurance Requirements, is attached

Attachment 3, Affidavit, is attached

Attachment 4, Contractor Experience/References Form, is attached

Attachment 5, Faithful Performance Bond, is attached

Attachment 6, Disclosure of Ownership/Principals, is attached..

Attachment 7, Contractor Experience/References, is attached..

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. _____, dated _____ Addendum No. _____, dated _____
Addendum No. _____, dated _____ Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

SIGNATURE OF BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF BIDDER

CITY STATE, ZIP

FAX NUMBER OF BIDDER

DATE

FOR INFORMATIONAL PURPOSES ONLY - STATE OF NEVADA BUSINESSES

The above referenced firm is a MBE WBE PBE SBE NBE LBE as defined below.

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

ATTACHMENT 1

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____

Telephone
Number: _____

Description of
Work: _____

Estimated Percentage of Total
Dollars: _____

Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____

Contact Person: _____

Telephone
Number: _____

Description of
Work: _____

Estimated Percentage of Total
Dollars: _____

Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____

Contact Person: _____

Telephone
Number: _____

Description of
Work: _____

Estimated Percentage of Total
Dollars: _____

Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____

Contact Person: _____

Telephone
Number: _____

Description of
Work: _____

Estimated Percentage of Total
Dollars: _____

Business Type: MBE WBE PBE SBE NBE

Subcontractor Name: _____

Contact Person:

Telephone
Number:

Description of
Work:

Estimated Percentage of Total
Dollars:

Business Type: MBE WBE PBE SBE NBE

Subcontractor Name:

Contact Person:

Telephone
Number:

Description of
Work:

Estimated Percentage of Total
Dollars:

Business Type: MBE WBE PBE SBE NBE

Subcontractor Name:

Contact Person:

Telephone
Number:

Description of
Work:

Estimated Percentage of Total
Dollars:

Business Type: MBE WBE PBE SBE NBE

No MBE, WBE, PBE, SBE, NBE subcontractors will be used.

ATTACHMENT 2

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

The successful Bidder shall provide Owner with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this bid within **10 calendar days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of the contract and any renewal periods.

2. BEST KEY RATING

The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. OWNER COVERAGE

The Owner, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. The successful Bidder's insurance shall be primary as respects the Owner, its officers and employees.

4. ENDORSEMENT / CANCELLATION

The successful Bidder's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the successful Bidder's contractual obligation of additional insured to Owner. All policies must note that the Owner will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

5. DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the Owner.

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, the successful Bidder shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, the successful Bidder shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by successful Bidder and any auto used for the performance of services under this contract.

9. PROFESSIONAL LIABILITY

The successful Bidder shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this contract. Any retroactive date must coincide with or predate the beginning of this contract and may not be advanced without the consent of the Owner.

10. WORKERS' COMPENSATION

The successful Bidder shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that the Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

11. FAILURE TO MAINTAIN COVERAGE

If the successful Bidder fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the successful Bidder to stop the work, declare the successful Bidder in breach, suspend or terminate the contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the successful Bidder or deduct the amount paid from any sums due the successful Bidder under this contract.

12. ADDITIONAL INSURANCE

Except as specifically set forth herein, the insurance requirement specified herein do not relieve the successful Bidder of its responsibility nor limit the amount of its liability to Owner or other persons and the successful Bidder is encouraged to purchase such additional insurance as it deems necessary.

13. DAMAGES

The successful Bidder is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the successful Bidder, their subcontractors or anyone employed, directed or supervised by successful Bidder.

14. COST

The successful Bidder shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

15. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the General Provisions for the appropriate mailing address.

16. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by the successful Bidders' Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. Successful Bidder's name, complete address, phone and fax numbers.
- C. **Insurance Company's Best Key Rating**
- D. Commercial General Liability (Per Occurrence)
 - i. Policy Number
 - ii. Policy Effective Date
 - iii. Policy Expiration Date
 - iv. General Aggregate (\$2,000,000)
 - v. Products - Completed Operations Aggregate (\$2,000,000)
 - vi. Personal & Advertising Injury (\$1,000,000)
 - vii. Each Occurrence (\$1,000,000)
 - viii. Fire Damage (\$50,000)

- ix. Medical Expenses (\$5,000)
- x. 25,000 Deductible

E. Automobile Liability (Any Auto)

- i. Policy Number
- ii. Policy Effective Date
- iii. Policy Expiration Date
- iv. Combined Single Limit (\$1,000,000)

F. Worker's Compensation

G. Description

Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

H. Certificate Holder

Clark County Water Reclamation District

c/o Purchasing and Contracts Division

5857 East Flamingo Road

Las Vegas, Nevada 89122

The Certificate Holder is named as an additional insured.

I. Nevada Resident Agent Signature

CLARK COUNTY WATER RECLAMATION CERTIFICATE OF INSURANCE	ISSUED DAY (MM/DD/YY) <input type="text"/>
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PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED 2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS 3. DEDUCTIBLE \$25,000	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:70%;">COMPANIES AFFORDING COVERAGE</th> <th style="width:30%;">3. BEST'S RATING</th> </tr> <tr> <td>COMPANY A LETTER</td> <td style="text-align: center;">→</td> </tr> <tr> <td>COMPANY B LETTER</td> <td style="text-align: center;">→</td> </tr> <tr> <td>COMPANY C LETTER</td> <td style="text-align: center;">→</td> </tr> <tr> <td>COMPANY D LETTER</td> <td style="text-align: center;">→</td> </tr> <tr> <td>COMPANY E LETTER</td> <td style="text-align: center;">→</td> </tr> </table>	COMPANIES AFFORDING COVERAGE	3. BEST'S RATING	COMPANY A LETTER	→	COMPANY B LETTER	→	COMPANY C LETTER	→	COMPANY D LETTER	→	COMPANY E LETTER	→
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COMPANY A LETTER	→												
COMPANY B LETTER	→												
COMPANY C LETTER	→												
COMPANY D LETTER	→												
COMPANY E LETTER	→												

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE <input type="checkbox"/> INDEPENDENT CONTRACTOR	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D) 2,000,000
					PRODUCTS-COMP/OP AGG.	\$(E) 2,000,000
					PERSONAL & ADV. INJURY	\$(F) 1,000,000
					EACH OCCURRENCE	\$(G) 1,000,000
					FIRE DAMAGE (Any one fire)	\$(H) 50,000
					MED. EXPENSE (Any one person)	\$(I) 5,000
					COMBINED SINGLE LIMIT	\$(M) 1,000,000
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	(J)	(K)	(L)	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
					EACH OCCURRENCE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
					STATUTORY LIMITS	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				EACH ACCIDENT	\$
					DISEASEC POLICY LIMIT	\$
					DISEASEC EACH EMPLOYEE	\$
					AGGREGATE	\$
	OTHER					

7. DESCRIPTION OF BID: 713-08 Cleaning 4 to 24-Inch Diameter Gravity Sewers

8. CERTIFICATE HOLDER CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E FLAMINGO ROAD LAS VEGAS, NV 89122 The Certificate Holder is named as an additional insured.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">CANCELLATION</th> </tr> <tr> <td> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, </td> </tr> <tr> <td> 9. NEVADA RESIDENT AGENT (NRS 680A.300) </td> </tr> </table>	CANCELLATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,	9. NEVADA RESIDENT AGENT (NRS 680A.300)
CANCELLATION				
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9. NEVADA RESIDENT AGENT (NRS 680A.300)				

ATTACHMENT 3

AFFIDAVIT

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

I am a Sole Proprietor;

I will not use the services of any employees in the performance of this contract, identified as Bid No. 713-08 4 to 24 inch Diameter Gravity Sewers

I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County Water Reclamation District from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

ATTACHMENT 6 - DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name:

(Include d.b.a., if applicable)

Business Address:

Business Telephone:

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Title

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I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity

Print Name

Date