

**CLARK COUNTY
WATER RECLAMATION DISTRICT
INVITATION TO BID**

BID NO. 874-10

REVISED

Clark County Water Reclamation District (CCWRD) is seeking bids for Utility Locating at the Central Plant Facility for Electrical and Gas Services.

A Mandatory Pre-bid Conference will be held at 9:00 a.m. (p.s.t.) on September 10, 2010 5857 East Flamingo Road, Las Vegas Conference Room 106/107, Las Vegas, Nevada 89122. Attendance of this conference is strongly recommended. The purpose of the Mandatory Pre-bid Conference is to review the bid document and respond to pertinent questions regarding the Invitation to Bid.

Owner reserves the right to either accept or reject a contract for all or part of the requirements proposed herein.

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 September 22, 2010. Bids submitted must be time-stamped upon receipt no later than 2:30:00 p.m. (p.s.t.) on the bid opening date. Bids time-stamped after 2:30:00 p.m. (p.s.t.) will be returned unopened to the Bidder. Bids may not be withdrawn after the bid receipt date.

Invitation to Bid packages are available (online at www.cleanwaterteam.com/bid or) by contacting the CCWRD Purchasing and Contracts Department, Gail Karafa at (702) 668-8090.

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.

SPECIAL NOTE TO ALL RECIPIENTS OF THIS INVITATION

PUBLISHED: August 27 & 31, 2010
Las Vegas Review-Journal

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.

**CLARK COUNTY WATER RECLAMATION
DISTRICT
CLARK COUNTY, NEVADA**

INVITATION TO BID
ITB NO. 874-10



*The
"Clean
Water Team"*

UTILITY LOCATING AT THE CENTRAL PLANT FACILITY FOR
ELECTRICAL AND GAS SERVICES

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

INSTRUCTIONS TO BIDDER

LICENSE

The Owner will not award the contract to a person, successful BIDDER, or subcontractor BIDDER 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 BIDDER's license monetary limit. Copies of BIDDER's and subcontractor BIDDER's license shall be attached to the Bid Proposal. A subcontractor BIDDER named by the successful BIDDER who is not properly licensed in the state of Nevada for subcontractor BIDDER's designated portion of the work shall be deemed unacceptable. If a subcontractor is deemed unacceptable, the successful BIDDER shall provide an acceptable subcontractor before the award of the contract.

If, after awarding the contract, the public body discovers that the BIDDER to whom the contract was awarded is not licensed, or that the contract would exceed BIDDER's license monetary limit, 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 successful BIDDER to have the proper licenses at the time of bid. All questions concerning proper licenses and limits should be directed to the Nevada State Contractor's Board (NSCB). The OWNER may require from the apparent low BIDDER a written letter from the NSCB verifying that the successful BIDDER and his subcontractor BIDDER's 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 Owner and with other local government and state agencies, including, but not limited to, the relative costs, burdens, time and effort necessarily expended by the Owner or such agencies in securing satisfactory performance, notwithstanding that such performance may have been finally accepted by the Owner 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 subcontractor not providing the information requested herein may render your bid submittal as non responsive.

BIDDER has performed utility locating work successfully for at least three (3) other projects within the past five (5) years, with quantities and types of utilities similar to this Project. In addition, the program manager(s) and crew chief(s) must have worked on other projects similar to this project and have experience using proposed equipment and field coding software system for this Project and must submit the Successful BIDDER Experience Forms in **Attachments 5 thru 7**. Not providing the information requested herein may render your bid submittal as non responsive.

Each BIDDER shall demonstrate to the satisfaction of the Owner that the BIDDER has sufficient qualifications to perform the work under this contract. The burden to demonstrate such qualifications shall be on the BIDDER. That a BIDDER is licensed and registered as a successful BIDDER 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 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 Owner to award this contract to a BIDDER who furnishes satisfactory evidence of its key personnel's and its proposed subcontractor BIDDERS' 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.

The Owner considers competent, experienced supervision, and continuity of management to be of importance to the successful and timely completion of the work. Key personnel assigned to the Work shall be thoroughly familiar with all aspects of the skills required for the timely and proper execution of the Contract and shall remain in full, continuous and personal supervision of the project until its completion.

The Owner considers competent, experienced subcontractor to be of importance to the successful and timely completion of the work. Proposed subcontractor shall be thoroughly familiar with the aspects of the work which they will perform. The Owner reserves the right to reject a bid based on proposed subcontractor. Refer to General Provisions, Termination Clause, Page 13.

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

BID PREFERENCE

The Owner shall award a contract for public work to the successful BIDDER who submits the Lowest, responsive and responsible BIDDER.

UNIT BID ITEMS

The proposed quantities of work provided under unit bid items are estimates only, and are given as a basis for bid comparison. The Owner makes no assertion, implication or otherwise, as to the actual amount of work that will correspond with the unit bid amount, and thus reserves the right to make adjustments, whether resulting to an increase or decrease, of the quantity of any item or portion of the work, as well as the omission of portions of work at the unit or lump sum prices stated on the bid form. The Owner 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 Owner. 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 within the timeframe required herein. BIDDER shall include in the bid, funds to allow for full compensation for all work for which specific bid items are not provided. Each bid item should be priced to carry its share of the cost, overhead and profit.

WORK SCHEDULE

The successful BIDDER shall complete all submittals within 14 calendar days of the Notice to Proceed. **The successful BIDDER shall have one (1) operating crew working on this project within 30 calendar days from 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.

1. 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.

2. 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.

3. REQUEST FOR INFORMATION

Any requests for 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. 702-668-8090
Fax No. 702-668-9090

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

Kent Vian
Assistant Manager of Collection Dept.
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, NV 89122
Phone No. 702-668-8353
Fax No. (702) 450-4412

4. 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 this 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.

5. 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.

6. 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.

7. 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. **Refer to Bid Form page 32, to include State of Nevada and Clark County Business License numbers.**

8. 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.

9. 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 (702) 668-8090. The price(s) bid must be net, exclusive of these taxes.

10. 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.

11. 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.

12. 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.

13. 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 Work; 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 be attached 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 2:30:00:00 (p.s.t.) will be returned unopened to the Bidder. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

Delivery of bids: **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.: 874-10
Bid Name: Utility Locating at the Central Plant Facility for Electrical and Gas Services
Bid Opening Date & Time: September 22, 2010 @ 2:30:00:00 pm (p.s.t.)

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

22. 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.

23. 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 default, or Owner may invoke such other remedies as may be authorized by law.

24. 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 Analyst 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-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

25. 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.

26. REJECTION OF BID

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

27. 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 on the Bid Form 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. Non-responsiveness/non-responsibility**
- H. Failure to comply with qualification of BIDDERS**

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

28. 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 "Disclosure of Ownership/Principals" form (**Attachment 4**). The form shall be submitted to the Owner within 24 hours after the request. Failure to fill out the subject form by the Bidder may be cause for rejection of bid.

29. 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 drawing 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.

30. PROTESTS – CLARK COUNTY WATER RECLAMATION DISTRICT

A Bidder who bids on a contract shall 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 shall 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.

31. 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.

32. 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.

33. AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contact 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.

34. ASSIGNMENT OF CONTRACTUAL RIGHTS

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 and any sureties.

35. 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.

36. 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.

37. 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. 874-10
UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
FOR ELECTRICAL AND GAS SERVICES

1. METHOD OF AWARD

Award will be made by the BOT to the lowest responsive and responsible Bidder (Bidders 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. Bidders must bid on all items to be considered responsive. In the event that the total award amount is \$25,000 or less, the Purchasing Department may approve the award.

2. NOTICE OF AWARD

Award of this bid will be by the issuance of either a purchase order or "Letter of Award". The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

3. PRE-BID CONFERENCE

A Mandatory Pre-bid Conference will be held at 9:00 a.m. (p.s.t.) on September 10, 2010 at 5857 East Flamingo Road, Conference Room 106/107, 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.

4. WORK SCHEDULE

The successful BIDDER shall complete all submittals within 14 calendar days of the Notice to Proceed. **The successful BIDDER shall have one (1) operating crew working on this project within 30 calendar days from the Notice to Proceed.**

5. INITIAL TERM

The initial term of the contract shall be from date of award through June 30, 2012.

6. CONTRACT RENEWAL

Owner reserves the option to renew this contract for an additional (2) two, one-year period(s) from its expiration date of the Initial Term. Any and all renewals will be authorized via letter and/or Purchase Order by Owner.

7. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to (180) one hundred-eighty alendar days from its expiration date for any reason. Additional cutility locating may be added to the contract at the owner's discretion at the current daily/crew rates. Added value of additional utility locating would not exceed the original contract amount by more than 10%.

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8. RETAINAGE OF PROGRESS PAYMENTS

The amount of retainage with respect to progress payments shall be 10% until the Scope of Services is 50% complete. After the Scope of Services is 50% complete, the dollar amount of retainage withheld shall not be increased, provided that the successful BIDDER is making satisfactory progress and there is no specific cause for greater retention. Therefore, the percentage retained will gradually decrease from 10% to 5% as the Scope of Services is completed. The Owner shall determine when the Scope of Services is 50% complete. The following is the breakdown of the milestones:

- **25% milestone – deadline date of January 17, 2011;**
- **50% milestone – deadline date of February 28, 2011;**
- **75% milestone – deadline date of April 11, 2011;**
- **100% Final Completion date of May 31, 2011.**

Retained monies will be paid to the successful BIDDER at the completion of the project (completion of 100% milestone) when all work has been accepted by the Owner.

NOTE: Invoices must be completed and accepted by OWNER prior to payment of any milestone.

9. 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 for the services required herein..
 - 2) Preliminary determination of the acceptability of all reports and data specified for the services required herein.
 - 3) Review and approval of any cost information required of additional services not 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 and in writing by Owner's Procurement Representative.

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10. POINT OF CONTACT

Owner's Contracts Administrator and/ or Procurement Representative are the only designated point of contacts regarding changes/modifications in work scope and renewal options, payment and price changes.

11. 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.

12. 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.

13. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, financial information 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.

14. 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 may be cause for rejection.

15. 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, and Workers Compensation Insurance limits as specified by Statute during the term of this contract. The successful Bidder shall include the cost of the insurance coverage in its bid price(s). The successful Bidder shall provide the Owner with proof of insurance prior to the issuance of the purchase order.

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,

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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). Owner reserves the right to request additional insurance coverage and amounts when deemed necessary.

16. PERFORMANCE BOND

Prior to execution of a contract, the successful BIDDER shall furnish a "Faithful Performance Bond" (**Attachment 8**) 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 332.105.** The Performance Bond shall be secured from a surety company satisfactory to the District and authorized to issue such bond in the State of Nevada.

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.

17. 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 Bidder in excess of the Owner's authorized appropriation for the resulting Contract or the applicable spending limit, whichever is less. The Owner shall notify the Bidder 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 Bidder of the appropriation of funds for such work after the adoption of the Owner's annual appropriation ordinance for those years.

The Bidder and the owner agree and acknowledge as a part of this ITB, 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 Bidder has been given a

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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.

18. FINANCIAL STATEMENT

Provide a statement that reflects the Bidder's financial ability to complete this contract. Submit proof of adequate financial resources which would be available to the Bidder for the prosecution and completion of the work hereunder. Such information could include: (a) For each of the past five (5) years, copies of balance sheets, profit and loss statements, statement of changes in financial position, including footnotes, and auditor's opinions or financial statements, or annual report of stockholders, (b) Documentation of an open letter of credit or other arrangement with an established bank, under which financing would be provided, and/or (c) Certification by financial officer of an independent accountant for the Bidder stating that the Bidder has adequate financial resources for the prosecution and completion of the work called hereunder.

19. 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.

20. 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 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 Work.

21. CONSUMPTION ESTIMATES

The quantities appearing in the Bid form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities or services rendered of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating the prices.

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22. PURCHASE ORDERS

The Purchasing and Contracts Department will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered, including any renewal options exercised.

23. INVOICING

Invoices 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;

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

Company's Tax Identification Number;

Bid Number and Bid Name: **#874-10 Utility Locating at the Central Plant Facility for Electrical and Gas Services;**

Itemized description of services rendered, period and location being billed, the mailing date, 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 one (1) copy of the invoices to the District in care of Accounts Payable.

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24. 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.

25. OWNER'S PROPERTY

All security badges, access keys and other items provided by the Owner shall be and remain the property of Owner.

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

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, including vehicles. Should Owner decide to provide vehicles to the successful bidder under resulting agreement, successful bidder agrees to the care and maintenance of any vehicle in its possession during the term of agreement, includes any all repairs, loss or damage resulting from successful bidder's negligence and miss use. (Successful bidder is encouraged to maintain additional insurance.)

26. ASSIGNMENT/SUBLETTING OF SUBCONTRACTS

The successful Bidder shall ensure all subcontracts awarded under this contract incorporate all clauses and provisions required 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 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.

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27. 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, the employees of the successful bidder and its subcontractor employees shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

28. 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.

29. 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.

30. 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.

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- 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.

31. ESCALATION

The OWNER may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. Such request shall be submitted to the Owner's Contracts and Purchasing Department at least 30 calendar days in advance. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The OWNER shall determine whether the requested price increase or an alternate option is in the best interest of the District.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

The contractor shall offer the District a price reduction on the contract product(s) concurrent with a published price reduction made to other customers.

32. INSPECTION

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.

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33. 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.

BID FORM

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The work to be done under this Contract consists of the following activities:

1. Physical location of electrical and gas utilities at the Central Plant facility in Las Vegas using “soft-dig” technologies for excavation, visual verification of pipe condition, installation of programmable electronic marker balls, survey of marker ball and utility location, backfilling and restoration, and map updating.

B. Unless otherwise specified herein, the Contractor shall furnish all labor, tools, equipment, and incidentals to perform the work.

C. Electronic GIS shape file showing the locations of pipe to be inspected will be provided to the Contractor, along with any current design plans for plant improvements that have not been closed out yet. Current design plans are provided for information only and are NOT as-built documents. Appendixes A and B, attached, show the best information available on the locations of electric and gas utilities, respectively.

D. Locating services must be provided by a qualified Subsurface Utility Engineering (SUE) company.

E. Survey services must be provided by a Nevada licensed, bonded, and insured survey company.

1.2 REFERENCES

The following is a list of standards that must be followed on this project:

A. Manual on Uniform Traffic Control Devices for Streets and Highways, Federal Highway Administration.

B. Design and Construction Standards for Wastewater Collection Systems, Southern Nevada 2009

C. CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, American Society of Civil Engineers, 2003.

D. Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada (latest edition): herein referred to as Standard Specifications.

1. Comply with referenced sections and subsections of Uniform Standard Specifications.
2. Contractual measurement and payment provisions do not apply.

E. Uniform Standard Drawings for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada (latest edition): herein referred to as Standard Drawings.

1. Comply with referenced sections and subsections of Standard Specifications.
2. Contractual measurement and payment provisions do not apply.

BID FORM

F. In case of discrepancy, the most stringent requirements apply.

1.3 SUBMITTALS

A. Shop Drawings: Catalog and manufacturer's data sheets for potholing equipment and marker balls.

B. Marker Ball Installation Guidelines.

C. Quality Control Submittals

1. References: Contact names and telephone numbers.
2. List of staff and equipment to be used on Project.
3. Project-specific safety plan.
4. Quality assurance plan.
5. SUE training records for staff proposed for project.
6. Look-ahead 2-week schedules, one week in advance of Work.

1.4 QUALIFICATIONS

A. Contractor Qualifications:

1. Contractor has performed work successfully for at least 3 other SUE projects within the last 5 years with utilities similar to those required for this Project;
2. Crew Chief has worked on other projects similar to this Project and experienced using proposed equipment for this Project.
3. Project Manager has worked on similar projects to this Project and experience managing all work elements required for this Project.

1.5 SCHEDULING

A. Kick-off Meeting: Prior to beginning locating work, schedule with District to review proposed schedule and procedures.

B. Inspection work shall be scheduled based on current weather forecasts. Do not schedule during storm event or within 24 hours after storm event.

C. Provide updated look-ahead 2-week schedules to District every week.

D. Weekly coordination meetings will be held at the OWNER's location to review work completed, planned work, and resolve issues identified prior to the meeting.

1.6 NOTIFICATIONS

A. Two-week notice of start of work in field.

B. Dig Alert Ticket must be filed at least two days prior to starting work in the field.

C. Notify District immediately:

1. When obstruction or access does not permit work to proceed.
2. If conditions for inspection are found to be unsafe or impractical.

BID FORM

3. Pipe configuration in field is different than shown on maps. Notification shall include diagram clearly indicating location of structure in relation to immediately adjacent structures.

PART 2 PRODUCTS

2.1 EQUIPMENT

A. "Air Vacuum" Excavator:

1. Air vacuum excavators that utilize a high velocity air stream to penetrate, expand, and break-up the soil. The loosened particles of soil and rock shall be removed from the excavation through the use of a vacuum.
2. Vehicles suitable for transporting and operating air vacuum system.
3. Vacuum System: Vacmasters System 4000, Vacmasters System 1000, and Omega Tools/Servac, or pre-approved equal:
 - a. Engine: John Deere 155 HP, John Deere 68 HP, and John Deere 4045, or approved equal;
 - b. CFM: 1000, 860, and 890, respectively;
 - c. Tank Capacity: 450/800, 500, and 200/300 gallons, respectively;
 - d. Air Pressure: 300, 100, and 185 CFM, respectively, or 220, 150, and 110 gallons, respectively.
 - e. Water System: 3, 3, and 3.5 gallons/per/minute, respectively and 0-3,000, 0-3000, and 2000 psi, respectively; and
 - f. Tank Capacity: 85, 85, and 35/50 gallons, respectively.

B. Programmable Marker Balls:

1. 3M EMS Electronic Ball Marker 1422-XR/ID.
 - a. Color: Red for Electric and Yellow for Gas conforming with APWA Uniform Color Code (ANSI Z535.1).
 - b. Range: Maximum 5-foot bury depth.
 - c. Signal Frequency: 121.6 kHz.
 - d. Programming capabilities.
2. Or pre-approved equal.

C. Survey Equipment:

1. Base station unit and rover units/poles, Trimble;
2. Geodetic grade Trimble GPS receivers (dual frequency, carrier-phase L1/L2) to collect all GPS data;
3. Accuracy level: 0.5 cm horizontally, 1.0 cm vertically.
4. Software for downloading processing data by Trimble;

2.2 DOCUMENTATION

A. Survey Data – District-defined format or as provided in Appendix C.

- ##### B. Updated Utility Maps – GIS Electronic Layer with points identifying the marker ball locations and attribute data associated with the marker ball program and five sets of 11" x 17" hard copies, bound.

BID FORM

2.3 BACKFILL MATERIAL

- A. Fill and backfill materials shall be controlled low-strength material (CLSM) as specified in Section 208.02.07 of the Standard Specifications, mixed with washed mortar sand.

PART 3 EXECUTION

3.1 GENERAL

- A. Conduct work in safe manner ensuring safety meeting local, State, and Federal OSHA requirements.
- B. File "Call Before You Dig" Ticket at least 2 days in advance of field work.
- C. Utilize electric and gas locating devices to mark utilities in the field and mark out locations where marker balls are to be installed. At least two different types of locating devices shall be available to locate utilities. CONTRACTOR shall be proficient with and these devices and both types shall be available at all times during the project on site.
- D. Conduct locating work to meet QL B & D requirements per CI/ASCE 38-02.
- E. Conduct survey work to meet QL A requirements per CI/ASCE 38-02.
- F. If unknown utilities are encountered, document location and notify OWNER's representative immediately.
- G. If electrical or gas lines not shown on the maps are located, notify OWNER's representative immediately.
- H. Excavated Material:
 - 1. Dispose of excavated material within the areas approved by OWNER. Do not obstruct any roadways or streets.

3.2 POTHOLING

- A. If potholing identifies different locations of facilities than indicated on the maps, document for updated mapping task and provide copy to the OWNER within 24-hours. Document by clearly marking up drawing-sized (22" x 34") maps with red lines.
- B. Excavate to top of pipe using "soft-dig" air vacuum system.
- C. If utility is not encountered the initial hole, potholing may proceed sideways to find utility. If not found within a 5-foot radius from initial hole, bring to the attention of OWNER's representative.
- D. Potholes shall be restored within 24 hours after the utility has been located in off road locations unless proper cover has been installed over the pothole. Potholes capped to facilitate cost-effective batches of CLSM to be installed. Under no circumstances shall potholes be left uncovered after potholing, marker ball installation, and survey work is completed, thereby constituting a potential health hazard.

BID FORM

3.3 SURVEYING

A. Set Project Ground Control:

2. The horizontal control shall be tied to the OWNER's coordinate system:
 - a. NAD 1983 StatePlane Nevada East FIPS 2701 Feet.
3. Primary control shall be set for the project by using a GPS survey to occupy pairs of monumented stations at both ends of the project and at intervals of every 2 to 3 miles throughout the project.
4. A GPS receiver must occupy each Primary control point for a minimum of four (4) hours. The coordinates of the project control must be determined by using the NGS OPUS solutions.

B. Monumentation:

1. Utilize existing monuments on site whenever possible.
2. Primary control stations shall be monumented with 3/4" diameter and at least 18" long, iron pins. Secondary control stations and photo control points shall be monumented with a 5/8" diameter or larger and at least 18" long, iron pins. All primary control stations and secondary control stations must be referenced to at least three nearby features with horizontal tie distances.

3.4 INSTALLATION OF PIPE LOCATOR MARKER BALLS

A. If potholing shows different locations of facilities than shown on drawings or as-builts, install markers on pipeline in physical location.

B. Install marker balls at start and end of utility, bends or curves, crossings of other pipes, tees, structures, or along straight segments.

C. On straight sections:

1. The maximum distance between marker balls shall be 300 feet.
2. On parallel straight sections of pipe, where each pipe is using a marker ball, stagger the marker balls to achieve an offset from each other (i.e., two pipes in parallel each marked at 50-foot intervals, would be offset by each other by 25 feet).

D. On curved sections:

1. Provide marker balls at:
 - a. Point of curvature;
 - b. Point of tangency;
 - c. Points on the curve:
 - 1) At a maximum of 25-foot intervals;
 - 2) At least one marker ball regardless of the length of the curve.

E. Maximum Bury Depth:

1. Maximum of 3 feet below finished grade;
2. Minimum of 1 foot bury depth.

F. Programming:

BID FORM

1. Agency Name: CCWRD;
2. Type: E for Electric or G for Gas;
3. Size: Voltage (V) of electric line, diameter (Inches) of gas line;
4. Material: Construction material of reference line;
5. Station: If known;
6. Invert Elevation: Estimate from depth and diameter;
7. Address of Lift Station Force Main Serves: Not Applicable; and
8. Change in Direction: If applicable.

3.5 BACKFILL AND RESTORATION

A. Provide backfill after marker balls have been installed and survey completed.

B. Definitions:

1. Pipe Zone: Area of the excavation that is between top of the Pipe Bedding and a longitudinal plane 12 inches above top of pipe; and
2. Pipe Trench: Area of the excavation that is between the Pipe Zone and the existing surface.

1. Pipe Zone and Pipe Trench: Install CLSM per Standard Specifications.

3.6 CLEANUP

Area to be left clean.

3.7 CREATE GIS POINT LAYER

A. Utilizing documented changes to existing drawings, and surveyed marker ball locations, Create point layer to include all surveyed locations where marker balls are installed, and utilize marker ball programming data as attribute data for each point. Electric and gas points may be placed on the same layer as long as attribute field #2 is completed. Provide electronic shape file to OWNER for new point layer.

B. Provide OWNER with 5 hard copies of 11" x 17" and one hard copy 24" x 36" maps, one set for electric and one set for gas utilities.

PART 4 MEASUREMENT AND PAYMENT

4.1 Contractor's Costs and Overheads:

A. The CONTRACTOR shall include in each bid item listed, all costs and overheads, including home office overhead and management of the Contract, covering a period of time necessary for each request by the OWNER to perform Work.

4.2 Mobilization, Bonds, and Insurance:

A. Mobilization shall include the obtaining of all permits; of all materials and equipment; furnishing and erecting temporary construction facilities; and implementing security requirements; all as required for the proper performance and completion of the Work. Mobilization shall include the following principal terms:

BID FORM

1. Setting up at the Site any equipment required for each operation.
2. Providing all required insurance certificates and Bonds.
3. Obtaining all required permits, licenses, fees and certificates.
4. Submitting and gaining approval of all submittals required. All submittals shall be approved prior to starting any physical Work.
5. Approval of CONTRACTOR's quality control program.
6. Approval of project schedule.

B. Payment for mobilization shall be included in each unit bid item listed below.

4.3 Locating Utility Line:

Measurement for locating existing electrical and gas utilities at the Central Plant will be based on the linear feet, regardless of diameter, of such work from the beginning to the end of the line and along the horizontal centerline of the existing pipe, as designated by the survey data, and in accordance with the requirements of the Contract Documents. Payment shall be made at the unit price per linear foot, regardless of diameter, indicated in the Bid Form for which price shall constitute full compensation for furnishing all materials, labor, and equipment for locating of the existing utilities including, but not limited to, field reconnaissance, and all other incidental work not specifically described in any other item of the specifications, complete in place, as specified.

4.4 Potholing and Installing Marker Balls:

Measurement for potholing and installing marker balls will be based on the number of locations potholed, including marker balls purchased and installed. Payment shall be made at the unit price per each indicated in the Bid Form for which price shall constitute full compensation for potholing, backfilling, disposal of excess materials, purchase of marker balls, programming, and installation of the marker balls, complete in place, as specified.

4.5 Survey:

Measurement for surveying will be based on the number of locations surveyed. Payment shall be made at the unit price per site, regardless of diameter, indicated in the Bid Form for which price shall constitute full compensation for furnishing all materials, labor, and equipment for surveying locations where marker balls are installed including, but not limited to, survey, providing data in OWNER format, and all other incidental work not specifically described in any other item of the specifications, complete as specified.

4.6 Develop GIS Point Layer:

Measurement and payment for developing a GIS point layer with attribute data will be based on a lump sum price indicated in the Bid Form for which price shall constitute full compensation for furnishing all materials, labor, equipment, and software for GIS work including, but not limited to, data entry and printing maps, complete as specified.

4.7 Allowance Items:

A. Allowance Items shall be payment for the Work items not specifically named or otherwise described in this schedule shall be considered appurtenant to the Project and the cost associated with such Work shall be considered included in the CONTRACTOR's Bid.

B. Allowance items represent an amount that is available for each request for Work by the OWNER requiring Work identified under the Allowance Items. CONTRACTOR is to prepare

BID FORM

a cost estimate for each request of Work that utilizes a portion of the Allowance Items, where necessary. Individual cost estimates shall be approved by the OWNER prior to any work being initiated on the specific request for Work by the OWNER.

PART 5 RECOVERY PLAN

- 5.1** If the bidder is behind on production at the 25%, 50%, and 75% complete milestones of the project based on the initial project schedule, the bidder shall provide to the district within one week of the milestone date a detailed recovery plan to bring work production back into conformance with the original schedule. Failure to provide the recovery plan within one week may, at the discretion of the district, at 75% cause for termination of the contract.

BID FORM

BID NO. 874-10
 UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
 FOR ELECTRICAL AND GAS SERVICES

 Name of Bidder

This bid is submitted in response to the Clark County Water Reclamation District's Invitation to Bid and is in accordance with all conditions and specifications in this document.

Item No.	Description	Estimated Quantity ¹	Unit of Measure	Unit Price	Extended Total
Base Bid Items					
1	Utility Locating	83,000	Linear Foot	\$	\$
2	Potholing and Marker Ball Installation	600	Vertical Foot	\$	\$
3	Surveying	600	Each	\$	\$
4	GIS Point Layer	1	Lump Sum	---	\$
Total Base Bid					\$
Allowance Items³					
5	Contingency Allowance	---	Allowance	---	\$50,000
Total Allowance Items					\$50,000
TOTAL BID (figures)					\$
TOTAL BID (words)					

Terms of Payment: _____%, _____ calendar days

Notes:

- ¹ If estimated quantity is different than actual, Contractor shall be paid on the basis of the unit cost and actual quantity of work completed.
- ² Contractor must submit photo evidence of cleaning need before authorization will be provided to proceed with cleaning work.
- ³ Allowance Items must be requested as needed along with estimate of work and equipment. Only work approved may be invoiced.

State of Nevada Business

Clark County Business

License No. _____

License No. _____

BID FORM

ATTACHMENTS TO BID FORM

- Attachment 1, Subcontractor BIDDER information, is attached.
- Attachment 2, Insurance Requirements
- Attachment 3, Affidavit
- Attachment 4 Disclosure of Ownership/Principals
- Attachment 5, Successful BIDDER Experience Form
- Attachment 6, Successful BIDDER Project Manager Form
- Attachment 7, Successful BIDDER Crew Chief Form
- Attachment 8, Faithful Performance Bond

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 _____

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

ATTACHMENT 1
BID NO. 874-10
UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
FOR ELECTRICAL AND GAS SERVICES

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

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

ATTACHMENT 2
BID NO. 874-10
UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
FOR ELECTRICAL AND GAS SERVICES

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 4 of this Attachment), for coverage 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 coverage. 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. **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**.

6. **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.

7. **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.

ATTACHMENT 2
BID NO. 874-10
UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
FOR ELECTRICAL AND GAS SERVICES

8. 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.

9. FAILURE TO MAINTAIN COVERAGE

If the successful Bidder fails to maintain any of the insurance coverage 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.

10. 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.

11. 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.

12. COST

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

13. INSURANCE SUBMITTAL ADDRESS

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

14. INSURANCE FORM INSTRUCTIONS

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

ATTACHMENT 2
BID NO. 874-10
UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
FOR ELECTRICAL AND GAS SERVICES

- 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)
- 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 CERTIFICATE OF INSURANCE

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.
	COMPANIES AFFORDING COVERAGE

INSURED a. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS	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	(A)	(B)	(C)	GENERAL AGGREGATE	\$ (D) 2,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ (E) 2,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$ (F) 1,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ (G) 1,000.00
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$ (H) 50.00
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$ (I) 5.00
5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT	\$ (M) 1,000.00
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE	\$
	<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE	\$
	EXCESS LIABILITY					
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE POLICY LIMIT	\$
					DISEASE EACH EMPLOYEE	\$
	OTHER				AGGREGATE	\$

7. **DESCRIPTION OF BID NO:** BID NO. 874-10 UTILITY LOCATING AT THE CENTRAL PLANT FACILITY FOR ELECTRICAL AND GAS SERVICES

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.	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)

ATTACHMENT 3
BID NO. 874-10
UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
FOR ELECTRICAL AND GAS SERVICES

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. 874-10, Utility Locating at the Central Plant Facility for Electrical and Gas Services.
- 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 4
BID NO. 874-10
UTILITY LOCATING AT THE CENTRAL PLANT FACILITY
FOR ELECTRICAL AND GAS SERVICES

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Business Designation Group (For informational purposes only)					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:					
(Include d.b.a., if applicable)					
Business Address:					
Business Telephone:			Email:		
Business Fax:					
Local Business Address or Representative (if applicable)					
Local Business Telephone:			Email:		
Local Business Fax:					

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

By checking this box I certify that none of the individuals involved in this business exceed more than five percent (5%) ownership or financial interest.

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
Title	Date

BUSINESS GROUP DESIGNATION DEFINITIONS:

NOTE: *This page is for information purposes and does not need to be submitted with the signed Disclosure of Ownership/Principals form.*

STATE OF NEVADA BUSINESSES

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 5 – SUCCESSFUL BIDDER EXPERIENCE FORM

(MUST submitted at the time of bid opening)

Provide list of experience per the bid requirements.

1. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT: _____
2. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT _____
3. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT _____
4. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT _____

5. PROJECT: _____ DATE COMPLETED _____

NAME OF OWNER: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

TYPE OF UTILITY: _____

SCOPE OF PROJECT: _____

6. PROJECT: _____ DATE COMPLETED _____

NAME OF OWNER: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

TYPE OF UTILITY: _____

SCOPE OF PROJECT _____

ATTACHMENT 6 – SUCCESSFUL PROJECT MANAGER EXPERIENCE FORM

(MUST submitted at the time of bid opening)

Provide list of experience per the bid requirements.

1. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT: _____

2. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT: _____

3. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT: _____

4. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT _____ :

5. PROJECT: _____ DATE COMPLETED _____

NAME OF OWNER: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

TYPE OF UTILITY: _____

SCOPE OF PROJECT _____

6. PROJECT: _____ DATE COMPLETED _____

NAME OF OWNER: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

TYPE OF UTILITY: _____

SCOPE OF PROJECT: _____

ATTACHMENT 7 – SUCCESSFUL CREW CHIEF EXPERIENCE FORM

(MUST submitted at the time of bid opening)

Provide list of experience per the bid requirements.

1. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT _____

2. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT: _____

3. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT: _____

4. PROJECT: _____ DATE COMPLETED _____
NAME OF OWNER: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
TYPE OF UTILITY: _____
SCOPE OF PROJECT _____

5. PROJECT: _____ DATE COMPLETED _____

NAME OF OWNER: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

TYPE OF UTILITY: _____

SCOPE OF PROJECT: _____

6. PROJECT: _____ DATE COMPLETED _____

NAME OF OWNER: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

TYPE OF UTILITY: _____

SCOPE OF PROJECT _____

ATTACHMENT 8 – FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as successful BIDDER,

and _____ as Surety,

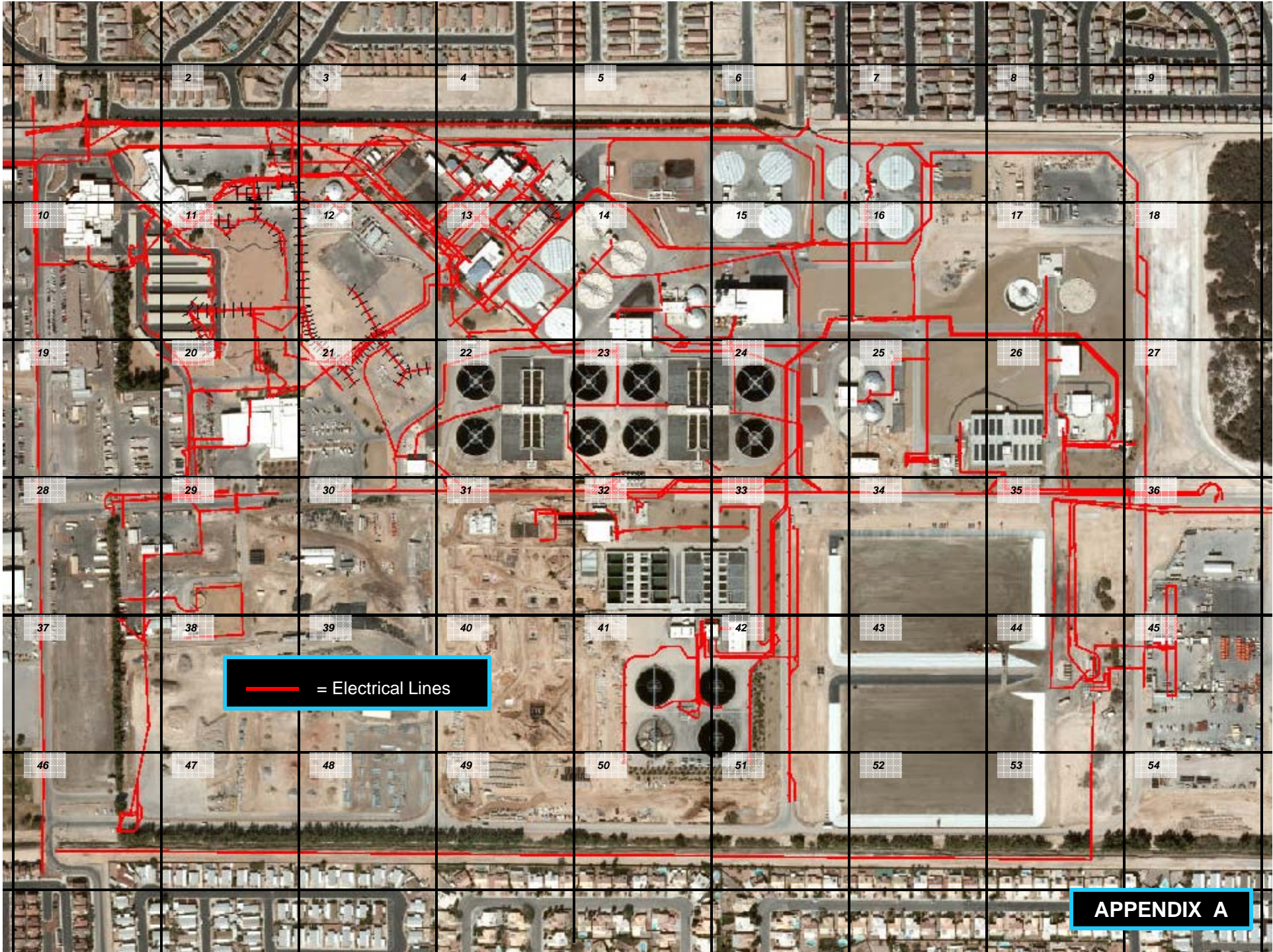
are held and firmly bound unto Clark County Water Reclamatin District hereinafter called OWNER, in the sum of _____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said successful BIDDER has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under the Bidding Schedule(s) of the OWNER’s specifications entitled Utility Locating at the Central Plant Facility for Electrical and Gas Services, CCWRD Bid No.874-10.

NOW, THEREFORE, if said successful BIDDER shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said successful BIDDER or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said successful BIDDER or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.





 = Gas Lines

APPENDIX B

