

CITY OF NORTH LAS VEGAS

BID PROPOSAL

Bid No.1343
Labor Commission Bid No. PWP-CL-2009-337

Bid of _____, (hereinafter called Bidder)* a
_____, organized and existing under the laws of the State of __
_____, doing business as: _____
_____.

To: THE CITY OF NORTH LAS VEGAS, NEVADA

Gentlemen:

The Bidder, in compliance with your invitation to Bid for the WRF OFF-SITE POWER having examined the plans and specifications with related documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, tools and supplies, and to construct the Project in accordance with the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on a date to be specified in the written "Notice to Proceed" of the City and to fully complete the Project in accordance with the specifications set forth in the Bid Documents. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter that the Project is not construction complete, including completion of punch list items, final cleanup and demobilization, in accordance with the time limit.

Bidder acknowledges receipt of the following addenda specified in Paragraph IB.1.D.:

| | |
|-------------------|----------------------|
| Addendum #: _____ | Date Received: _____ |
| Addendum #: _____ | Date Received: _____ |
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Bidder agrees to perform all the Work described in the specifications and shown on the plans, for the following prices:

***Insert the correct word: (corporation, partnership, or individual), as applicable.**

**CITY OF NORTH LAS VEGAS
BID SCHEDULE WRF OFF-SITE POWER
BID NUMBER: 1343**

BASE BID

| Item | Description | Quantity | Unit | Unit Price | Bid Amount |
|--------|---|----------|---------|------------|------------|
| 104.01 | TRAFFIC CONTROL | 1 | LS | | |
| 200.01 | MOBILIZATION/DEMOBILIZATION | 1 | LS | | |
| 202.01 | REMOVE ASPHALT PAVEMENT | 4784 | SY | | |
| 202.02 | REMOVE SIDEWALK | 1120 | SY | | |
| 208.01 | CLSM(CONTROLED LOW STENGTH MATERIAL) CLASS II | 432 | CY | | |
| 302.01 | TYPE II AGGREGATE BASE (NDOT ROW ONLY) | 43 | TN | | |
| 402.01 | PLANTMIX BITUMINOUS PAVEMENT | 750 | TN | | |
| 613.01 | CONCRETE SIDEWALK | 1120 | SY | | |
| 637.01 | DUST CONTROL | 1 | LS | | |
| 900.01 | 24" X 48" TRENCH (STANDARD NPC TRENCH) - PARTIAL ROCK | 12895 | LF | | |
| 900.02 | 24" X 12" ADDITIONAL TRENCH DEPTH 5' TO 8' – PARTIAL ROCK | 29076 | LF | | |
| 900.03 | CONCRETE ENCASEMENT LOW PSI (150-300 PSI) | 1518 | CY | | |
| 900.04 | SUPPLY & INSTALL. 6" PVC CONDUIT | 52934 | DUCT/FT | | |
| 900.05 | SUPPLY & INSTALL 6" 90DEGREE-48" RIGID STEEL BEND | 46 | EA | | |
| 900.06 | SUPPLY & INSTALL 6" 90DEGREE-48" RIGID STEEL BEND | 17 | EA | | |
| 900.07 | MANHOLE (RS-94) | 18 | EA | | |
| 900.08 | MANDREL CONDUIT (IN EXISTING) | 52934 | LF | | |
| 900.09 | INSTALL MULE TAPE IN CONDUIT (IN EXISTING) | 52934 | LF | | |

Total Base Bid \$ _____

Total Base Bid Amount (written in words) _____

ALTERNATIVE BID 1

| Item | Description | Quantity | Unit | Unit Price | Bid Amount |
|--------|---|----------|---------|------------|------------|
| 104.01 | TRAFFIC CONTROL | 1 | LS | | |
| 200.01 | MOBILIZATION/DEMOBILIZATION | 1 | LS | | |
| 637.01 | DUST CONTROL | 1 | LS | | |
| 900.01 | 24" X 48" TRENCH (STANDARD NPC TRENCH) - PARTIAL ROCK | 471 | LF | | |
| 900.02 | 24" X 12" ADDITIONAL TRENCH DEPTH 5' TO 8' – PARTIAL ROCK | 1340 | LF | | |
| 900.03 | CONCRETE ENCASEMENT LOW PSI (150-300 PSI) | 35 | CY | | |
| 900.05 | SUPPLY & INSTALL. 6" PVC CONDUIT | 471 | DUCT/FT | | |
| 900.06 | SUPPLY & INSTALL 6" 90DEGREE-48" RIGID STEEL BEND | 2 | EA | | |
| 900.08 | MANDREL CONDUIT (IN EXISTING) | 471 | LF | | |
| 900.09 | INSTALL MULE TAPE IN CONDUIT (IN EXISTING) | 471 | LF | | |

Alternative Bid 1 \$ _____

Total Alternative Bid 1 Amount (written in words) _____

ALTERNATIVE BID 2

| Item | Description | Quantity | Unit | Unit Price | Bid Amount |
|--------|---|----------|---------|------------|------------|
| 104.01 | TRAFFIC CONTROL | 1 | LS | | |
| 200.01 | MOBILIZATION/DEMOBILIZATION | 1 | LS | | |
| 637.01 | DUST CONTROL | 1 | LS | | |
| 900.01 | 24" X 48" TRENCH (STANDARD NPC TRENCH) - PARTIAL ROCK | 1215 | LF | | |
| 900.02 | 24" X 12" ADDITIONAL TRENCH DEPTH 5' TO 8' – PARTIAL ROCK | 3700 | LF | | |
| 900.03 | CONCRETE ENCASEMENT LOW PSI (150-300 PSI) | 152 | CY | | |
| 900.06 | SUPPLY & INSTALL. 6" PVC CONDUIT | 4305 | DUCT/FT | | |
| 900.07 | MANHOLE (RS-94) | 1 | EA | | |
| 900.08 | MANDREL CONDUIT (IN EXISTING) | 4305 | LF | | |
| 900.09 | INSTALL MULE TAPE IN CONDUIT (IN EXISTING) | 4305 | LF | | |

Alternative Bid 2 \$ _____

Total Alternative Bid 2 Amount (written in words) _____

Note: For the purpose of determining the Successful Bidder, the LOWEST BID is the bid submitted with the lowest Base Bid or lowest Base Bid and lowest combination of additive alternate bids, including Construction Conflicts and adjusted for Nevada’s State Bidder’s Preference, if applicable. The OWNER reserves the right to award the Contract as complete, or any part thereof, including any or all bid items or additive alternate items. Bidder must bid all items to be responsive and considered for award.

SUBCONTRACTOR LISTING

BID # PROJECT: WRF OFF-SITE POWER

BIDDER: _____

| TYPE OF WORK | NAME OF SUBCONTRACTOR, ADDRESS, CITY, STATE, ZIP, CONTACT & TELEPHONE | LICENSE CLASSIFICATION, LICENSE # (if available), AND EXPIRATION DATE |
|--------------|--|---|
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* If additional space is required, attach additional sheets as necessary.

MATERIAL SUPPLIER LISTING

BID # _____ **PROJECT: WRF OFF-SITE POWER**

BIDDER: _____

| MATERIAL TO BE PROVIDED | NAME OF SUPPLIER, ADDRESS, CITY, STATE, ZIP, CONTACT & TELEPHONE | DAYS UNTIL DELIVERY |
|--------------------------------|---|----------------------------|
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|--------------------------------|---|----------------------------|
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* If additional space is required, attach additional sheets as necessary.

The prices reflected on the Bid Schedule include all labor, materials, tools, equipment, overhead, profit, and insurance necessary to cover the finished work for this Project. Signature at the conclusion of this document certifies that the Contractor will be performing not less than 25% of the total contract amount of the project with his own organization in accordance with Section 108.01 of the Uniform Standard Specifications.

Upon receipt of the City's written Notice of Award Letter, the Bidder will execute the formal Contract attached within fifteen (15) calendar days and deliver to the City, that Contract Form, Surety Bond or Bonds, and Insurance Forms, as required. **IF THE BIDDER DOES NOT PROVIDE THE CONTRACT DOCUMENTS ON OR BEFORE THE 15TH CALENDAR DAY, HE WILL PAY OVER TO THE CITY THE AMOUNT OF TWO HUNDRED DOLLARS (\$200) PER CALENDAR DAY AS LIQUIDATED DAMAGES FROM 15TH CALENDAR DAY TO DATE OF SUBMITTAL OF THE DOCUMENTS.**

(ALL INFORMATION ON THIS SHEET, EXCLUSIVE OF THE SIGNATURE SHALL BE PRINTED OR TYPED).

SIGNATURE

TITLE

LEGAL NAME

NAME OF BIDDER

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

ADDRESS OF FIRM

CITY, STATE, ZIP CODE

NEVADA STATE CONTRACTOR'S LICENSE NO.
(If Available)

CLASSIFICATION

MONETARY LIMITATION IF ANY

TODAY'S DATE: _____

CITY OF NORTH LAS VEGAS - BUSINESS LICENSE NO.: _____

(ATTACH CERTIFICATE OF ELIGIBILITY FOR PREFERENCE UNDER NRS 338.147)

Bidders submitting a proposal to a public body for a Public Work shall bear the responsibility to ascertain the relevancy of the “preference for certain contractors” referenced in NRS Section 338.147. Bidders claiming preference shall submit with their Bid Proposal, the “Certificate of Eligibility” issued by the State of Nevada Contractor’s Board as proof of Contractor’s compliance with the provisions of NRS Section 338.147. Failure to submit the Certificate of Eligibility with your Bid shall result in a waiver of any Bidder preference.

Note: Provisions of NRS 338.147 do not apply to any Contract for a Public Work which is expected to cost less than \$250,000.

CITY OF NORTH LAS VEGAS

BID BOND

BOND NUMBER _____
DATE EXECUTED _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NRS 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENT, That we, _____ as
CONTRACTOR, AND _____ as SURETY,
are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City or Owner, in the
penal sum of five percent (5%) of the total amount of the Bid as the Contractor above named, submitted by said
Contractor to said Owner, for the Work described below, for the payment of which sum in lawful money of the United
States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR has submitted the above
mentioned Bid to said City, to perform all Work required under Bid No. , of the City's specifications, entitled WRF OFF-
SITE POWER.

NOW THEREFORE, if said CONTRACTOR is awarded the Contract by said Owner and, within the time and manner
required under the heading "Instructions to Bidders" after the prescribed forms are presented to him for signature,
enters into a written contract, in the form of agreement bound herein, in accordance with the Bid, and furnishes the
required insurance and bonds to guarantee faithful performance, and payment for labor and materials with said City,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN THE EVENT suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs
incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED this _____ day of _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

(Resident Agent)

(Principal Contractor)

(State of Nevada, License Number)

(Authorized Representative and Title)

(Appointed Agent Name)

By: _____

By: _____
(Signature)

Surety: _____

(State of Nevada License Number)

Address: _____

(Appointed Agent Name)

By: _____

Telephone: _____

Address: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE
REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR "570",
CURRENT REVISIONS).

CITY OF NORTH LAS VEGAS

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

STATE OF NEVADA)

)SS

COUNTY OF CLARK)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid,
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in any interest, including this affiant.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____

Address

Notary
My commission expires _____

Telephone

THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 by the United States Congress to protect the disabled from discrimination in employment, public accommodations, transportation and telecommunications.

All City of North Las Vegas service contracts to any organization/company which has 15 or more employees, either private or nonprofit, must meet the nondiscrimination provisions of ADA.

The following signed statement is required on all contracts and addenda to all contracts now in effect with the City of North Las Vegas:

"I, _____, hereby certify that the below referenced
(Typed Name)

company is in compliance with the nondiscrimination provisions of the Americans with Disabilities Act."

Signature

Individual, Company or Corporation

Title

Date

(The written assurance of compliance with ADA, as set forth by the contracted Company statement, should be signed by an officer of the Company.)