MEMORANDUM

TO: Board of Trustees

THROUGH: Brad Underwood, Director of Public Works

FROM: Kate Nelson, Engineering Manager

SUBJECT: Accept the FY22 Tahoe Water for Fire Suppression Partnership Grant in the amount of $204,528.00; appropriate FY22 Tahoe Water for Fire Suppression Partnership Grant funds in the amount of $204,528.00 as a revenue source to support the Watermain Replacement - Crystal Peak Road Projet (CIP#2299WS1705); award the Construction Contract to Burdick Excavation in the amount of $1,111,111.00; authorize Staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value; amount not to exceed $111,000; approve construction phase contract for Shaw Engineering in the amount not to exceed $9,600.00; approve a materials testing contract for Construction Materials Engineers Inc. (CME) in the amount of $18,800; and authorize Chair and Secretary to execute contracts with Burdick Excavation, Shaw Engineering, and CME. (Requesting Staff Member: Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN INITIATIVE(S): **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**
The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Board Policy 12.1.0 Multi-year Capital Planning, 13.1.0 Capital Project Budgeting, and 21.1.0 Purchasing Policy for Public Works Contracts.

DATE: March 8, 2023

I. RECOMMENDATION

That the Board of Trustees made a motion to:

- Accept the FY22 Tahoe Water for Fire Suppression Partnership Grant in the amount of $204,528.00
- Appropriate FY22 Tahoe Water for Fire Suppression Partnership Grant funds in the amount of $204,528.00 as a funding source to support the Watermain Replacement - Crystal Peak Road Project (CIP#2299WS1705)
- Award the Construction Contract to Burdick Excavation in the amount of $1,111,111.00
- Authorize Staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value; amount not to exceed $111,000
- Approve a construction phase contract for Shaw Engineering in the amount not to exceed $9,600.00
- Approve a materials testing contract for CME in the amount of $18,800.00
- Authorize Chair and Secretary to execute contracts with Burdick Excavation, Shaw Engineering, and CME, based on a review by General Counsel and Staff.

II. BACKGROUND

This project is a FY 2022-23 Capital Improvement Project, and is a continuation of the multi-year program to replace 1960's-era thin-wall steel watermains and other deficient watermains. This project will replace the watermain in Crystal Peak Road between Lakeshore Boulevard and Martis Peak Road.

An additional objective of this program is to coordinate closely with the North Lake Tahoe Fire Protection District to determine areas of low fire flow, which may indicate a need for increased capacity in that area. If increased capacity is needed, these waterlines are also eligible for grant funding through the Tahoe Water for Fire Suppression Partnership. Staff also continues to coordinate with the Washoe County Road Department to replace watermains prior to the County's repaving or rehabilitating the road surface. Staff is working with the Utility Masterplan consultant to re-evaluate the steel watermain replacement program to consider locations with frequent repairs and the continued increases in the Construction Cost Index (CCI).

III. BID RESULTS

The District publicly advertised this project for bidding on December 30, 2022 with a bid submittal due date of February 9, 2023, a 6-week bid period. The District advertised the work as required by NRS 338 and posted all construction documents on PlanetBids. Vendors and contractors on PlanetBids can access all of the District's documents at no cost. The online portal also tracks questions, addenda to the documents, plan holders and interested vendors.

The District received and opened four (4) responsive bids. The Engineer's Estimate for the base project was $1,200,000. The Engineer's Estimate did not

include a contingency. The bid results are attached as part of the Recommendation of Award provided by the design engineer (Attachment A).

IV. FINANCIAL IMPACT AND BUDGET

The Crystal Peak Watermain Replacement Project CIP2299WS1705 is included in the approved FY 2022-23 CIP Budget, with a total project budget of $1,500,000 (Attachment B). The Crystal Peak Watermain Replacement project was submitted as a top tier IVGID priority project for grant funding under the Tahoe Water for Fire Suppression Partnership, and was awarded a grant in the amount of $204,528 for construction (Attachment C). Approval of the recommendations contained in this agenda item would authorize acceptance of the grant funding, authorize a budget amendment to reflect the grant funding as a revenue source in support of this project, and authorize actions related to executing the project. There is no impact to the approved expenditure budget for the project.

The table below presents the estimated Construction Phase costs for the Crystal Peak Waterline project budget:

Task	**Cost**
Internal Project Management & Inspection	$36,500
Construction by Burdick Excavation	$1,111,111
Construction Materials Testing - CME	$18,800
External Construction Phase Services - Shaw Engineering	$9,600
Construction Contingency	$111,000
Total	$1,287,011

Construction contingency is listed at approximately 10% to account for unforeseen conditions during construction such as unknown ground conditions or existing utility conflicts as examples.

The contracts associated with the construction, construction administration services, and material testing are attached (Attachment D, E, F).

V. ALTERNATIVES

Not accept the grant award and not authorize the construction of the Crystal Peak Waterline Replacement.

VI. COMMENTS

No additional comments.

VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT

Replacement of waterlines that have outlived their useful life reduce costs associated with repairs and is considered best management practice for utility purveyors. Replacing this waterline will effectively eliminate the need for the Public Works Pipeline Division to respond to leaks from aging infrastructure.

VIII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

IX. ATTACHMENTS

1. A_IVGID Crystal Peak Recommendation of Award Letter_WA-2023-032
2. B_2299WS1705 - Watermain Replacement - Crystal Peak Road
3. C_STPUD - Fire Suppression - Subaward Packet IVGID
4. D_IVGID WA-2023-032 Project Manual - Conformed_bbk
5. E_Shaw Engineering 2022-02-22 PSA - Crystal Peak Waterlines, Construction Phase
6. F_2022-02-22 PSA - Crystal Peak Waterlines Mat'ls Testing

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

1. Accept the FY22 Tahoe Water for Fire Suppression Partnership Grant in the amount of $204,528.00
2. Appropriate FY22 Tahoe Water for Fire Suppression Partnership Grant funds in the amount of $204,528.00 as a funding source to support the Watermain Replacement - Crystal Peak Road Project (CIP#2299WS1705)
3. Award the Construction Contract to Burdick Excavation in the amount of $1,111,111.00
4. Authorize Staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value; amount not to exceed $111,000
5. Approve a construction phase contract for Shaw Engineering in the amount not to exceed $9,600.00
6. Approve a materials testing contract for CME in the amount of $18,800
7. Authorize Chair and Secretary to execute contracts with Burdick Excavation, Shaw Engineering, and CME, based on a review by General Counsel and Staff.

SHAW
ENGINEERING

ATTACHMENT A

February 14, 2023
PWP No. WA-2023-032

Ms. Ronnie Rector
Public Works Contracts Administrator
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

RE: Crystal Peak Distribution Watermain Improvements
Recommendation of Award

Dear Ms. Rector:

Incline Village General Improvement District has reviewed all four bids received on February 9, 2023 for the above referenced Project. A summary of the bids received is attached to this letter. No mathematical errors were found in any of the bids. Burdick Excavation (Burdick) is the apparent low bidder with a bid amount of $1,111,111.00. Burdick has satisfactorily completed all the forms associated with the bid proposal package and is properly licensed in the State of Nevada. Burdick appears to have submitted a responsive and responsible bid.

Shaw Engineering therefore recommends the award of this project to Burdick for a total amount of $1,111,111.00. This award should be contingent upon no formal protests being filed per Article 17 contained in the Information for Bidders which allows for a formal protest within 5 Days of this letter of recommendation.

If you have any questions or comments please feel free to call anytime.

Sincerely,
SHAW ENGINEERING

Nick O'Connor

Nick O'Connor, P.E.
Project Engineer

Attachments: Bid Tabulation
Contractors Board Information

Cc: Hudson Klein, P.E. IVGID
Kate Nelson, P.E., IVGID

20 Vine Street
Reno, Nevada
89503

Telephone:
775
329 5559

Facsimile:
775
329 5406

Email:
mail@
shawengineering
.com

INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT

Incline Village General Improvement District
Crystal Peak Distribution Watermain Improvements
Bid Tabulation

2/9/23

				Burdick Excavating		Gerhardt & Berry		FW Carson		Resource Development	
Item No.	Description	Unit	Qty	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	$ 55,000.00	$ 55,000.00	$ 50,000.00	$ 50,000.00	$ 53,100.00	$ 53,100.00	$ 66,000.00	$ 66,000.00
2	Temporary Traffic Control	LS	1	$ 71,000.00	$ 71,000.00	$ 11,540.00	$ 11,540.00	$ 52,100.00	$ 52,100.00	$ 159,500.00	$ 159,500.00
3	Environmental Protection	LS	1	$ 6,500.00	$ 6,500.00	$ 65,165.00	$ 65,165.00	$ 29,400.00	$ 29,400.00	$ 27,500.00	$ 27,500.00
4	WL Connection Assembly Sheet P1 Section A-A	LS	1	$ 45,000.00	$ 45,000.00	$ 27,043.00	$ 27,043.00	$ 22,500.00	$ 22,500.00	$ 50,900.00	$ 50,900.00
5	WL Connection Assembly Sheet P3 Station 32+15	LS	1	$ 30,900.00	$ 30,900.00	$ 13,370.00	$ 13,370.00	$ 21,000.00	$ 21,000.00	$ 28,000.00	$ 28,000.00
6	8" Water Line	LF	2280	$ 159.00	$ 362,520.00	$ 193.00	$ 440,040.00	$ 198.00	$ 451,440.00	$ 267.50	$ 609,900.00
7	8" Gate Valve	EA	6	$ 6,550.00	$ 39,300.00	$ 4,685.00	$ 28,110.00	$ 5,600.00	$ 33,600.00	$ 4,250.00	$ 25,500.00
8	Fire Hydrant Assembly	EA	3	$ 18,100.00	$ 54,300.00	$ 18,995.00	$ 56,985.00	$ 15,900.00	$ 47,700.00	$ 24,700.00	$ 74,100.00
9	Water Service Re-connects	EA	15	$ 5,865.00	$ 87,975.00	$ 6,608.00	$ 99,120.00	$ 3,900.00	$ 58,500.00	$ 5,250.00	$ 78,750.00
10	Abandon Existing Water Valve	EA	3	$ 250.00	$ 750.00	$ 1,716.00	$ 5,148.00	$ 1,800.00	$ 5,400.00	$ 2,550.00	$ 7,650.00
11	1" Combination Air Valve	EA	1	$ 8,200.00	$ 8,200.00	$ 10,332.00	$ 10,332.00	$ 9,400.00	$ 9,400.00	$ 11,500.00	$ 11,500.00
12	Bollards	EA	2	$ 1,890.00	$ 3,780.00	$ 1,077.00	$ 2,154.00	$ 1,800.00	$ 3,600.00	$ 2,100.00	$ 4,200.00
13	Cut and Cap Water Main or Cut and Plug Existing Pipe	EA	8	$ 230.00	$ 1,840.00	$ 1,214.00	$ 9,712.00	$ 1,900.00	$ 15,200.00	$ 1,200.00	$ 9,600.00
14	Roadway & Existing Facility Repair	LS	1	$ 344,046.00	$ 344,046.00	$ 438,000.00	$ 438,000.00	$ 508,800.00	$ 508,800.00	$ 294,980.00	$ 294,980.00
					$ 1,111,111.00		**$ 1,256,719.00**		**$ 1,311,740.00**		**$ 1,448,080.00**

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state contractors board

Measure up...use licensed contractors.

(I /www.nscb.nv.gov/)

License Details

Current Date: 2/9/2023 3:57:16 PM (mm/dd/yyyy)

License Number: 0022629

Business Primary Name: BURDICK EXCAVATING CO INC

License Monetary Limit: Unlimited

DBA Name:

Mailing Address: PO BOX 22330
CARSON CITY, NV 89721
(775) 297-4566

Physical Address: 5 BROWN DR
MOUND HOUSE, NV 89706
(775)297-4566

Status: Active

Status Date: 01/05/2022 (mm/dd/yyyy)

gin Date: 01/22/1985 (mm/dd/yyyy)

Expiration Date: 01/31/2024 (mm/dd/yyyy)

Business Type: Corporation

Classification(s): A-12 Excavating, Grading, Trenching and Surfacing, A-15 Sewers, Drains and Pipes, A-16 Paving of Streets, Driveways and Parking Lots, A-19 Pipeline and Conduits, A-7 Excavating and Grading

Limitation: A19 IS LIMITED TO WATER LINES ONLY

Principal Name	Relation Description
BURDICK, LINDA THOMAS	President
BURDICK, RANDY GEORGE	Secretary/Treasurer

Qualified Individual(s)	Qualifier Type
BURDICK, RANDY GEORGE	Trade
BURDICK, LINDA THOMAS	CMS

Bond

Bond Type:	Surety
Bond Number:	LP745958540007
Bond Agent:	CHERYL KOIZUMI
ety Company:	NATIONWIDE MUTUAL INS CO
nd Amount:	$20,000.00
Effective Date:	01/21/1990 (mm/dd/yyyy)

Bond Type: Bond Not Required
Bond Amount:
Effective Date: 03/01/2007 (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrie from these pages.

Return to Search Results Disciplinary Action Older Than 5 Years

New Contractor License Search New Contractor Listing Search New Disciplinary Actions Search

ATTACHMENT B

INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT

Project Summary

Project Number:	2299WS1705
Title:	Watermain Replacement - Crystal Peak Road
Project Type:	D - Capital Improvement - Existing Facilities
Division:	21 - Supply & Distribution
Budget Year:	2023
Finance Options:	
Asset Type:	DI - Distribution Infrastructure
Active:	Yes

Project Description

The project includes full replacement of the existing 6-inch steel watermain with a new 8-inch PVC pipeline. This will include the replacement existing service laterals to individual properties and necessary appurtenances for connection and operation; this also includes replacement of existing fire hydrants with additional, new fire hydrants to meet current NLTFPD FH standards. Project area is along Crystal Peak Road between the intersections at Lakeshore Blvd and Martis Peak Rd.

This project is a continuation of the multi-year program to replace 1960's era thin-wall steel watermains and other deficient watermains. Replacement criteria is twofold: Replace those watermains with the most leaks and in streets with aging pavement. Since our water loss is now less than 6%, our main objective is to work closely with the Washoe County Road Department to replace watermains prior to the County's repaving the street. We also work closely with the North Lake Tahoe Fire Protection District to determine areas of low fire flow, which may indicate a need for increased capacity in that area. There is approximately 6 miles of old steel watermains remaining in the system.

Project Internal Staff

Engineering staff will review external consultant Design and Engineering documents, and directly complete Bidding, Contract Administration and Inspection tasks. Outside contractor to complete the physical work. IVGID resources remain available for ongoing maintenance activities and emergency response.

Project Justification

Our overall goal is to replace deficient watermains to keep our unaccounted for water loss to under 6% and to avoid costly pavement patch penalties imposed by Washoe County. The original watermains installed in much of Incline Village in the 1960's were thin-walled steel. These pipes are failing and need replacement in order to reduce the burden on IVGID Public Works maintenances crews. Washoe County has high pavement penalty costs for replacing watermains in newly paved streets. Replacing watermains in newly paved streets or streets with an excellent pavement condition could increase project costs by up to 50% due to pavement cut penalties.

Forecast

Budget Year	Total Expense	Total Revenue	Difference	
2023 Tahoe Water Grant		204,528		to be used for construction only
Construction Testing	21,500	0	21,500	
Crystal Peak Road Watermain Construction	1,230,000	0	1,230,000	
External Planning & Design	58,000	0	58,000	Completed
Internal Project Management & Inspection	36,500	0	36,500	
~~Washoe Co Street Repair and Penalties~~ Included in Construction	154,000	0	154,000	Change to Construction Contingency ($111,000)
Year Total	1,500,000	0	1,500,000	
	~~1,500,000~~	1,704,528	0 ~~1,500,000~~	

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2017	Jul 1, 2021	Jun 30, 2023	Senior Engineer	

ATTACHMENT C

South Tahoe Public Utility District
NOTICE OF SUBAWARD

Program Name: Tahoe Water for Fire Suppression Partnership South Tahoe Public Utility District Yesenia Pacheco / ypacheco@stpud.us	**Subrecipient's Name:** Incline Village General Improvement District Susan Herron / sah@ivgid.org
Address: 1275 Meadow Crest Drive South Lake Tahoe, CA 96150	**Address:** 1220 Sweetwater Road Incline Village, NV 89451
Subaward Period: **July 1, 2022, through December 31, 2023**	**Subrecipient's:** **EIN:** 880099974 **UEI:** NRCMTNZ7RLX4

Purpose of Award: Incline Village General Improvement District (IVGID) will replace 2300 linear feet of 6-inch water main with a new 8-inch water main to meet 2018 IFC code requirements.

Approved Budget Categories:

1. **Construction**	**$204,528.00**
TOTAL GRANT COSTS	**$204,528.00**
Match	**$204,528.00**
TOTAL APPROVED BUDGET	**$409,056.00**

FEDERAL AWARD COMPUTATION:

Total Obligated by this Action:	$	204,528.00
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	204,528.00
Match Required ☒ Y ☐ N		
Amount Required this Action:	$	204,528.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	204,528.00

Research and Development (R&D) ☐ Y ☒ N

Federal Budget Period:
July 1, 2022, through December 31, 2023
Federal Project Period:
July 1, 2022, through December 31, 2023

FOR AGENCY USE, ONLY

Source of Federal Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Grant Award Date by Federal Agency:
Forestry Cooperative Fire Assistance	50%	10.698	22DG11052012124	22-DG-124 STPUD	9/30/22

Agency Approved Indirect Rate: N/A | **Subrecipient Approved Indirect Rate:** N/A

Terms and Conditions:
In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with statutory guidelines,
3. Expenditures must be consistent with the narrative, goals, objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the 30th of the month following the end of the quarter unless specific exceptions are provided in writing by the grant coordinator.
6. Financial Status Reports and Requests for Funds must be submitted quarterly unless specific exceptions are provided in writing by the grant coordinator.

Incorporated Documents:
Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Matching Funds Agreement

Name	Signature	Date
Indra Winquest General Manager Incline Village General Improvement District		11/30/22
John Thiel, P.E., MBA General Manager South Tahoe Public Utility District	John Thiel	12/02/22

South Tahoe Public Utility District
NOTICE OF SUBAWARD

SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The South Tahoe Public Utility District (hereafter referred to as "District") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify The District from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The District or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and are signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release The District or Recipient from its obligations under this Agreement.

    - The District may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both The District and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the District. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the District, become the property of the District, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The District may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and The District may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, The District may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

8. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.

11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

13. An organization receiving grant funds through The District shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity.

    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the California Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of California or a local governmental entity through communication with any officer or employee of the United States Government, the State of California or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of California or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of California or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through The District may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

    - Not specifically directed at:
        - Any member or employee of Congress, the California Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of California or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of California or a local governmental entity.

15. Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

16. Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

    In accordance with Federal law and US. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)
    Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA 's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027 . .from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: US. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o

(2) Fax: (833) 256-1665 or (202) 690-7442; or

(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider. "

17. Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

18. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
    1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
    2. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
    3. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

    The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
    Waivers
    When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.
    This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

    1. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
    a. Applying the domestic content procurement preference would be inconsistent with the public interest;
    b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
    c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

    A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
    There may be instances where an award qualifies, in whole or in part, for an existing waiver.

19. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide The District with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

South Tahoe Public Utility District
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work, and Deliverables

This project will increase the resilience and durability of the aging water main infrastructure and eliminate a known area of leakage and severely deteriorated and deficient steel water mains. The project will increase available fire flow volumes and coverage area along the pipeline replacement length and provide adequate FH numbers per code requirements. IVGID will replace 2300 linear feet of 6-inch water main with a new 8-inch water main to meet 2018 IFC code requirements. The population served by this project is 400. The total population served by the district is 3,000.

Incline Village General Improvement District, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Subrecipient

Crystal Peak Water Main Replacement Project

Task	Sub-Task	Description	Start Date	End Date
1		**Project Administration**	January 2022	February 2022
	1.1	Semi-annual reporting	As needed	
2		**Planning and Design**		
	2.1	Develop design plans and specifications	March 2022	December 2022
	2.2	Permitting with Washoe County	October 2022	November 2022
3		**Construct and Install**		
	3.1	Advertise for Bid	December 2022	December 2022
	3.2	Select contractor/Execute Contract	January 2023	January 2023
	3.3	Construction	May 2023	October 2023
4		**Construction Administration**		
	4.1	Provide Technical oversight	May 2023	October 2023
5		**Construction/Implementation Contingency**		
	5.1	Budget for 10% contingency	May 2023	October 2023

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

South Tahoe Public Utility District
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget:

Approved Budget Category	Cost Classification	Budget
Construction	2,130 LF of 8-inch water main at	Grant Amount: $204,528.00 IVGID Match: $204,528.00 Total: $409,056.00.

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon the termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of California reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

- The program Contract Monitor or Program Manager shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the grant year. If a specific vendor or subrecipient has been identified in the grant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Financial Status Report (FSR) 90 days after the end of the grant period.

The Subrecipient agrees:
To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $204,528.00.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the District
- To cooperate with STPUD as reasonably required to carry out the purposes of this Agreement.
- To complete all applicable Federal and State Environmental Documentation, as required, and obtain and retain in effect for the duration of this Agreement all governmental licenses and permits required for completion of the Project.
- To comply with the provisions of the Grant Agreement when administrating the Project.
- To furnish a Contract Administrator who will be responsible for assuring that the duties described in this Agreement are carried out.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to The District within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to The District at that time, or, if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, The District may not be able to provide reimbursement.
- If a credit is owed to The District after the 45-day closing period, the funds must be returned to The District within 30 days of identification.

The District agrees:
- To administer the Grant Agreement, attached hereto and incorporated by reference herein, as is fully set forth in a manner consistent with the terms of the Grant Agreement.
- To process reimbursement requests in accordance with the Grant Agreement requirements and in the amounts set forth in the application budget, which budget is attached hereto as **SECTION C** and incorporated herein by reference.
- To oversee the progress of the Program in accordance with the Grant Agreement requirements.
- To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including those set forth in the Agreement.
- The District reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:
- At least one annual site visit/monitoring.
- All reports of expenditures and requests for reimbursement processed by The District are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the District, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements
- A Request for Reimbursement is due on a quarterly basis, based on the terms of the subaward agreement, no later than the 30th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

South Tahoe Public Utility District
NOTICE OF SUBAWARD
SECTION D

Request for Reimbursement

SUMMARY OF EXPENSE CERTIFICATION FOR PURCHASE/PROFESSIONAL OR CONSULTANT SERVICES, CONSTRUCTION OR DIRECT (Operating Expenses)

Agency: Incline Village General Improvement District

Project: Fire Flow Capacity Improvements and Hydrant Installation

DATE:

AGREEMENT #: 22-DG-11052012-124

INVOICE #:

BILLING PERIOD:

Vendor	Item Description	Receipt Invoice Date	Total of Receipt	Line Item

Total Amount Invoiced:	$ -

By signing below, I certify that the above expenditures accrued during this invoicing period have not been used in violation of State law or this Agreement.

Administrative Officer Date

South Tahoe Public Utility District
NOTICE OF SUBAWARD
SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $750,000 or more in all federal awards during your organization's most recent fiscal year? ☐ YES ☑ NO

3. When does your organization's fiscal year end? June 30

4. What is the official name of your organization? Incline Village General Improvement District

5. How often is your organization audited? Yearly

6. When was your last audit performed? September/October 2022

7. What time-period did your last audit cover? July 1, 2021 - June 30, 2022

8. Which accounting firm conducted your last audit? Davis Farr LLP

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

South Tahoe Public Utility District
NOTICE OF SUBAWARD

SECTION F
Matching Funds Agreement

This Matching Funds Agreement is entered into between South Tahoe Public Utility District (referred to as "District") and Incline Village General Improvement District (referred to as "Subrecipient").

Program Name	Tahoe Water for Fire Suppression Partnership	**Subrecipient Name**	Incline Village General Improvement District
Federal Grant Number	22-DG-124 STPUD	**Contact Name**	
Federal Amount	$204,528.00	**Address**	1220 Sweetwater Road Incline Village, NV 89451
Non-Federal (Match) Amount	$204,528.00		
Total Award	$409,056.00		
Performance Period	July 1, 2022, through December 31, 2023		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work, and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded **$409,528.00**
Required Match Percentage 50%
Total Required Match **$204,528.00**

	Approved Budget Category		Budgeted Match
1	Construction	$	$204,528.00
2		$	
3		$	
4		$	
5		$	
6		$	
7		$	
8		$	
	Total	$	$204,528.00

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

ATTACHMENT D

INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT

Contract Documents
for
CRYSTAL PEAK DISTRIBUTION WATERMAIN IMPROVEMENTS

IVGID Project Number 2299WS1705
PWP No. WA-2023-032

Issued for Bidding
December 30, 2022

Prepared for:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department

Prepared by:

SHAW
ENGINEERING

20 Vine Street
Reno, Nevada 89503

ADDENDUM NO. 1

Crystal Peak Distribution Watermain Improvements
Project Number 2299WS1705

PART 1 - GENERAL

1.1 SCOPE

This Addendum forms a portion of the Bid Documents, and modifies those documents as described below.

1.2 ACKNOWLEDGMENT

Acknowledge receipt of this Addendum in the space provided on page 3 of the Bid Form.

PART 2 - REVISIONS TO DOCUMENTS

2.1 Project Work Schedule

There is to be no work from July 1 through July 9, 2023. All construction equipment, tools and vehicles are to be stored at the Preston Field staging area and site completely accessible to traffic.

2.2 Prevailing Wages – Davis Bacon Updated Rates

See new Davis Bacon Wage Decision NV20220026 dated January 27, 2023.

END OF ADDENDUM 1

"General Decision Number: NV20230026 01/27/2023

Superseded General Decision Number: NV20220026

State: Nevada

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

County: Washoe County in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

CARP0971-013 07/01/2022

	Rates	Fringes
CARPENTER (Includes Form Work)...	$ 34.13	19.53

ELEC0401-011 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	$ 42.50	20.95

ENGI0003-015 07/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 08.....	$ 44.03	25.02
GROUP 10.....	$ 44.70	25.02
GROUP 10A.....	$ 42.72	24.50
GROUP 11.....	$ 45.13	25.02
GROUP 11A.....	$ 46.77	25.02

GROUP 8: Sheepsfoot

GROUP 10: Grade Setter

GROUP 10A: Power Shovels (up to and including one [1] cu. yd.)

GROUP 11: Power Shovels (over one [1] cu. yd. and up to and including seven [7) cu. yds. m.r.c.)

GROUP 11A: Power Shovels (over seven (7] cu. yds. m.r.c.)

ENGI0003-030 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(09) Mechanic and Backhoe Loader Combo.....	$ 42.18	24.50

ENGI0012-014 10/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
GROUP 12.....	$ 52.94	26.65
GROUP 16.....	$ 54.36	26.65
GROUP 17.....	$ 54.86	26.65
GROUP 19.....	$ 56.89	26.65
GROUP 20.....	$ 57.50	26.65
GROUP 21.....	$ 58.11	26.65
GROUP 22.....	$ 58.87	26.65
GROUP 23.....	$ 59.33	26.65

GROUP 12: Crane Operator (up to including 40 ton capacity)

GROUP 16: Crane Operator (over 40 tons up to and including 79 tons)

GROUP 17: Crane Operator (Including 80 tons up to and

including 150 tons)

GROUP 19: Crane Operator (over 150 tons up to and including 200 tons)

GROUP 20: Crane Operator (over 200 tons up to and including 250 tons)

GROUP 21: Crane Operator (over 250 tons up to and including 300 tons)

GROUP 22: Crane Operator (over 300 tons up to and including 350 tons)

GROUP 23: Crane Operator (over 350 tons)

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* ENGI0012-021 10/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 49.89	30.85
GROUP 4	$ 50.48	30.85
GROUP 8	$ 50.77	30.85
GROUP 12	$ 50.77	30.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

Group 1: Oiler

Group 4: Screed Operator (Asphalt or Concrete); Rock Wheel Saw/Trencher

Group 8: Compactor (self-propelled); Drilling Machine Operator

Group 12: Vermeer Rock Trencher (or similar type).

IRON0416-002 10/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING	$ 42.71	36.13

IRON0433-002 10/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 42.71	36.13

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* LABO0169-003 10/01/2022

	Rates	Fringes
LABORER		
(1) Common or General; Cones/ Barricades/ Barrels-Setter/Mover/Sweeper	$ 30.05	15.02
(1A) Flagger	$ 27.18	15.02
(3) Asphalt Shoveler, Spreader and Distributor; Concrete Saw (Hand Held/Walk Behind); Mason		

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     Tender - Cement/Concrete;...$ 30.30          15.02
     (4) Asphalt Raker;
     Pipelayer..................$ 30.55          15.02
-----------------------------------------------------------------
 PLAS0797-009 07/01/2022

                                   Rates         Fringes

CEMENT MASON/CONCRETE FINISHER...$ 45.04          16.92
-----------------------------------------------------------------
  SUNV2014-026 09/08/2016

                                   Rates         Fringes

OPERATOR:
Backhoe/Excavator/Trackhoe.......$ 32.26          17.65

OPERATOR:  Bobcat/Skid
Steer/Skid Loader................$ 34.97           0.00

OPERATOR:  Broom/Sweeper.........$ 36.66          12.22

OPERATOR:  Grader/Blade..........$ 26.49           7.78

OPERATOR:  Loader................$ 33.53          17.10

OPERATOR:  Paver  (Asphalt,
Aggregate, and Concrete).........$ 29.57           0.00

OPERATOR:  Roller................$ 33.69          12.22

TRUCK DRIVER:  Dump Truck........$ 22.28           0.00
-----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).


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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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INVITATION TO BID

Sealed proposals will be received at the offices of the Incline Village General Improvement District (IVGID or District) Public Works Department, located at 1220 Sweetwater Road, Incline Village, Washoe County, Nevada, **until 2:00 p.m February 9, 2023**, at which time they will be publicly opened and read for:

Crystal Peak Distribution Watermain Improvements
IVGID Project Number 2299WS1705

The Project includes the following Work:

Bid Schedule Crystal Peak Distribution Watermain Improvements: Installation of approximately 2,280 LF of 8" DR-14 PVC or Class 350 DIP water main in Washoe Co. ROW. Connection to (E) 8" water main in Washoe Co. ROW. Re-connect existing domestic service lines. Construct three (3) new fire hydrant assemblies. Construct one (1) combination air valve.

The Work also includes: Abandonment of specified lines and valves, traffic control, maintain residential and business driveway access, erosion & sediment controls, pavement restoration, replacement of existing features, including vegetation, concrete, and other utilities removed and/or damaged by construction activity, acquisition of Washoe County street cut permits and all related appurtenances; compliance with County permit conditions and working within Right of Ways in Incline Village, Washoe County, Nevada.

The Engineers Estimate for this project is $1,200,000. The Project has a total duration of 110 calendar days.

Bidding Documents, including Plans and Specifications, may be obtained at the Owner's Planet Bids website (https://www.planetbids.com/portal/portal.cfm?CompanyID=30437). Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, including link to virtual pre-bid meeting, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. Contract documents are available for examination by contacting the IVGID Engineering Division office.

Bidders on this work will be required to comply with Executive Order 11246 (Equal Employment Opportunity), the Davis-Bacon Act, the Copeland (Anti-Kickback) Act, the Contract Work Hours and Safety Standards Act, Disadvantaged Business Enterprise (DBE), Build America Buy America Act, and the Labor Standard Provisions for State-Assisted Construction Contracts as explained in the Contract Documents, and all applicable state and local laws and regulations.

This is a Prevailing Wage project that is to be paid for in part by both local and federal funds; therefore minimum prevailing wage rates published by both the State and Federal Departments of Labor are applicable. Bidder shall comply with the State of Nevada Commissioner of Labor and the Federal Davis-Bacon and Related Acts, as applicable. The PWP number for this project is WA-2023-032.

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder.

A non-mandatory and virtual pre-bid conference will be held on **January 26, 2023 at 10:00 a.m.** A link to this meeting will be sent to all potential bidders via the PlanetBids website. All potential bidders are urged to attend.

Any questions concerning this Project should be directed to the IVGID Engineering office at 775-832-1267. Last day for questions will be **February 2, 2023 by 3:00 p.m.**

INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.05 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified above.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version XI Standard or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents

nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 48 hours of Owner's request, Bidder must submit the following information:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Washoe County Business License prior to commencing construction.

D. Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid. One time raise in licensing monetary limits shall be approved by the State of Nevada prior to the time of submitting bid and shall be submitted with the bid.

E. Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds $250,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five percent (5%) preference and is also eligible for the bidder preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall submit with their Bid Form:

1. Certificate of Eligibility: A valid "Certificate of Eligibility" issued by the State of Nevada Contractor's Board, and
2. Public Works Bidder's Preference Affidavit: A fully-executed copy of the Public Works Bidder's Preference Affidavit as proof of the Contractor's compliance with the provisions of NRS 338.

Failure to submit the Certificate of Eligibility and Affidavit with your Bid shall result in a waiver of any Bidder preference.

3.02 *Bid Form:*

A. Bidder is to submit the following information with its Bid, to demonstrate Bidder's qualifications to perform the Work. Bids without such documentation included will be deemed Non-Responsive:

1. A list of all first-tier subcontractors, equipment, and materials suppliers that will supply more than five percent (5%) of the bid amount. If the Contractor intends to self-perform any portion of the Work exceeding five percent (5%) of the Bid Amount, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
2. Within two (2) hours after the opening of Bids, those bidders submitting the three lowest Bids must submit the names of each first-tier subcontractor, equipment and material supplier that will supply more than 1% of the bid amount, or Fifty Thousand Dollars ($50,000), whichever is greater. If the Contractor intends to self-perform any portion of the Work exceeding one percent (1%) of the Bid Amount or Fifty Thousand Dollars ($50,000), whichever is greater, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
3. A list of similar projects previously completed by Bidder, including contact person with their telephone number and email, and the date the project was completed.
    a. Contractor is required to have successfully performed five (5) projects of similar scope within the last five (5) years, including a minimum project total cost of $600,000, contract time of 90 to 120 days, and preferably work performed in the Lake Tahoe basin.
4. Work history of Job Foreman/Superintendent, Pipe Foreman and Equipment Operator.
    a. Contractor is required to staff project with a Job Foreman/Superintendent and Pipe Foreman with minimum experience of five (5) years' experience with similar project work and five (5) projects within five (5) years greater than $500,000.
5. Bidder's state or other contractor license number, if applicable.

3.03 A Bidder's failure to submit required qualification information within the times indicated will result in the Bid being deemed Non-Responsive.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A virtual non-mandatory pre-bid conference will be held at the date and time indicated in the Advertisement or Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project.

4.02 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

   a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

   b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

   c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

   d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. *Geotechnical Baseline Report/Geotechnical Data Report:* If necessary to the Work, the Bidding Documents will contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).

   a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. None

Owner will make copies of these other Site-related documents available to any Bidder on request.

B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.

C. The other Site-related documents are not part of the Contract Documents.

D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

5.04 *Site Visit and Testing by Bidders*

A. It is recommended that Bidder visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for

preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer through Owner's Planet Bids website.

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 If the Instructions to Bidders require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.

11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 The basis of Bid is set in Section 3 – Bid Form. Description of the various basis of Bid are as follows:

A. If Bid is Lump Sum

1. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

B. If bid is a Base Bid with Alternates

1. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.

2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

C. If bid is a Unit Price

1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

2. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity," which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

14.01 The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked and sealed envelope with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 The Bidder assumes the sole responsibility for timely delivery of its Bid, regardless of the method of delivery. Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

16.02 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT

17.01 Owner reserves the right to reject any or all Bids pursuant to Nevada state law, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

17.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All bids with separately-priced line items shall be analyzed to determine if the prices are unbalanced. A Bid may be rejected if Owner determines that the lack of balance poses an unacceptable risk to Owner. A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over- or understated, as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Overpricing of startup work, mobilization, or early items of work ("front-end loading") would cause a Bidder to receive substantial up-front payment;
2. Base quantities and option quantities are separate line items;
3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; and/or

4. On items when the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low bidder.

C. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

D. In evaluating bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.

E. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

F. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

G. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project.

H. Owner reserves the right to reduce the Scope of Work up to twenty-five percent (25%) of the total Bid price by deleting items and/or reducing the Scope of Work without invalidating the Bid, if necessary, to reduce the cost of the project to within the Engineer's Estimate and/or Owner's budget.

I. Any Bidder which submitted a Bid to Owner may protest the recommendation of award in accordance with procedures as set forth in NRS 338.

ARTICLE 18—BONDS AND INSURANCE

18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by one (1) copy of each of the required bonds and insurance documentation.

18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 19—SIGNING OF AGREEMENT

19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the other Contract Documents as identified in the Agreement. Within 10 business days thereafter, Successful Bidder must execute the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 20 business days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 20—SALES AND USE TAXES

20.01 Owner is exempt from Nevada state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 88-760004K). Per Section 15, Chapter 338 of the NRS, each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the Work will comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 21—NEVADA REVISED STATUTES

21.01 Each and every provision of Chapters 332, 338 and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they are included herein.

21.02 In accordance with NRS 338, the Successful Contractor shall report the name and address of each subcontractor to the Owner and Washoe County Labor Commissioner if the estimated total price of the Contract exceeds $100,000.

21.03 Apprenticeship Utilization Act: Bidder is responsible for complying with the Apprenticeship Utilization Act and all laws related thereto. Per the Act, absent a waiver for good cause, bidder and all lower-tiered contractors of bidder are required to utilize at least a certain number of labor hours of an apprentice for each craft that bidder or its lower-tiered contractors employ more than 3 employees. Bidder must complete and submit the Project Workforce Utilization Checklist with the bid submission package. If there are any changes to the anticipated workforce, which may have an impact on compliance with the Apprenticeship Utilization Act, bidder and all lower-tiered contractors must submit revised Project Workforce Utilization Checklist form(s) and Request for Waiver form (if applicable) within ten (10) calendar days of the change. The apparent low bidder must submit a Request for Waiver form, if bidder is requesting that IVGID submit a request for a waiver for the Bidder or any of its lower-tiered contractors, on the form provided by the Office of the Labor Commissioner. The acceptance or denial of any Request for Waiver shall not serve as a basis to adjust the bid. The issuance of the Notice to Proceed will not be delayed due to pending waiver determinations, appeals, or related proceedings. IVGID reserves the right to accept or reject any Request for Waiver form and to submit the same to the Labor Commissioner in its sole and absolute discretion. Further information on the Apprenticeship Utilization Act may be found at the Office of the Labor Commissioner's website: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/.

ARTICLE 22—HISTORICAL AND ARCHAEOLOGICAL

22.01 If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operation(s) affecting the find and shall notify the Owner. No

further disturbance of the deposits shall ensue until the Owner has notified the Contractor that he may proceed.

ARTICLE 23—SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

23.01 These construction documents are to be governed at all times by applicable provisions of the Federal Law, including but not limited to the latest amendment of the following:

A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596

B. Part 1910 -- Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations

C. Part 1926 -- Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

ARTICLE 24—NONDISCRIMINATION IN EMPLOYMENT

24.01 A contract for the work hereunder will obligate the Contractor and subcontractor(s) to not discriminate in employment practices and to certify to affirmative action plans.

24.02 If requested, Bidders shall submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

24.03 Successful bidders shall, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

24.04 Bidder shall submit with his bid, if requested, a statement on separate instrument of whether Bidder has performed work under E. O. 11246, and shall list those projects by project location and date(s) of work performance.

ARTICLE 25—ANTI-KICKBACK AND MINIMUM WAGE RATES

25.01 The Contractor shall comply with the regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of 13 June 1934, 40 USC 276 (c), including any amendments or modifications. The Contractor shall cause appropriate provisions to be inserted in subcontracts to ensure compliance by all subcontractors, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof. Particular attention is invited to the requirements of filing weekly affidavits with the Owner with respect to wages. Also, the Contractor shall comply with Public Law 403 of 74 USC, setting out minimum wage rates as hereinafter specified.

25.02 The work to be performed, as described in these Bidding Documents, is to be paid for in part by both local and federal funds; therefore minimum prevailing wage rates published by both the State and Federal Departments of Labor are applicable. Bidder shall comply with the State of Nevada Commissioner of Labor and the Federal Davis-Bacon and Related Acts, as applicable. In the case of differences between the two lists of wage rates, the Bidder shall pay not less that the higher rates indicated therein for the respective crafts. See Supplementary Conditions.

25.03 The Owner does not guarantee that labor can be procured for the minimum wages published by the State and Federal Governments. The rates of wages listed are minimum only, below which the Bidder cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

ARTICLE 26—DISADVANTAGED BUSINESS ENTERPRISE (DBE) SOLICITATION

26.01 Each Bidder must fully comply with the requirements, terms, and conditions of the DBE requirements specified.

26.02 Requirements:

A. It is the policy of the Owner that minority businesses shall have the maximum feasible opportunity to participate in the performance of contracts performed under state loan programs.

B. The Bidder agrees to use its best efforts to carry out this DBE policy through award of subconsultants to disadvantaged business enterprises.

A. All Bidders shall attach to the bid proposal documentation demonstrating that they have made a good faith effort and have taken affirmative steps to ensure that at least twelve percent (12%) of the total bid was made available on a competitive basis to Disadvantaged Business Enterprise (DBE). Bids without said documentation attached will be deemed non-responsive.

26.03 *Source for DBE Contractors/Subcontractors*

A. Bidders may contact the following sources regarding DBE construction Contractors and subcontractors for this project:

State of Nevada Department of Transportation
Contract Compliance Division
Nevada Unified Certification Program
1263 S. Stewart Street
Carson City NV 89712-0002
(775) 888-7497
www.nevadadbe.com

ARTICLE 27—BUY AMERICAN PROVISIONS

27.01 In accordance with Title 23 CFR 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

27.02 Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or $2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

27.03 To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or irons materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

27.04 The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

27.05 A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

A. Non-ferrous metals;

B. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;

C. Glass (including optic glass);

D. Lumber; or

E. Drywall

27.06 Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials

combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

27.07 All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

27.08 Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with Buy America and BABA requirements as specified above. Submit the certification prior to installation of the material or product. Unless a Certificate of Materials Origin has been provided, the materials will be considered *of foreign origin.*

END OF INSTRUCTIONS

APPRENTICESHIP UTILIZATION ACT – SENATE BILL 207 (2019)

The Legislature hereby finds and declares that: 1. A skilled workforce in construction is essential to the economic well-being of this State; 2. Apprenticeship programs are a proven method of training a skilled workforce in construction; and 3. Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

Sec. 1.7. 1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

Horizontal Construction NRS 338.010 - Subdivision 13. "Horizontal Construction" means the construction of any fixed work, including any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

Vertical Construction NRS 338.010 - Subdivision 24. "Vertical Construction" means the construction or remodeling of any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any improvement appurtenant thereto.

Complex or Hazardous Work - The Labor Commissioner will view complex and hazardous work to include, but not be limited to, work performed on a public work project that is traditionally not performed by Apprentices pursuant to their Apprentice Agreement, Collective Bargaining Agreement, and/or any other written justification demonstrating that the work to be performed should not be performed by Apprentices.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced.

Sample Forms and information on SB 207 can be found at:
http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

Additional information on Public Works Projects and Prevailing Wages by region can be found at www.labor.nv.gov or by following the links below.

http://labor.nv.gov/PrevailingWage/Public_Works__Prevailing_Wages/

http://labor.nv.gov/uploadedFiles/labornvgov/content/home/features/PWP%20Handbook%20June%202019.pdf

GUIDELINES FOR AWARDING BODIES AND CONTRACTORS/SUBCONTRACTORS

1. Senate Bill 207 applies to Public Works Projects (NRS 338.010 – Subdivision 23) over $100,000. (Exemptions may apply – See NRS sections 338.011and 338.090.)

2. For each Public Works Project (PWP) Bid Advertisement, Bid Opening, and Contract, the Publi Body/Awarding Body should include the requirements of Senate Bill 207. The Public Body/Awarding Body should also determine if the PWP requires the performance of uniquely complex or hazardous work.

3. Contractors/Subcontractors should determine if they can meet the Apprentice % requirements set forth in SB 207 or need to request Apprentices from a Registered Apprenticeship Program. Contractors/Subcontractors can request Apprentices using the Apprentice Request Form or request Apprentices in writing from a Registered Apprenticeship Program. ***(Written documentation will be required by the Labor Commissioner if a Request for Waiver is submitted.)***

4. If the Apprentice Request is approved and Apprentices are dispatched, an Apprentice Agreement may need to be executed between the Registered Apprenticeship Program and the Contractor/Subcontractor.

5. Apprentice Issues - Issues and/or complaints regarding the qualifications and/or work of an Apprentice that is dispatched should be directed to the Registered Apprenticeship Program or the State of Nevada Apprenticeship Council. Please follow link http://owinn.nv.gov/Apprenticeship/AboutSAC/.

6. A Request for Waiver **MAY** be submitted by the **PUBLIC BODY/AWARDING BODY** to the Office of the Labor Commissioner if: (1) No Registered Apprentice Programs exist in the jurisdiction for the craft/type of work required for the PWP; (2) A request for Apprentices was denied or not acted upon within 5 business days; or (3) The PWP requires the performance of uniquely complex or hazardous work.

7. ***ONLY THE PUBLIC BODY/AWARDING BODY CAN SUBMIT A REQUEST FOR WAIVER. REQUESTS FOR WAIVERS SHOULD BE SUBMITTED AS SOON AS POSSIBLE.***

8. Within 15 days of receipt of the Request for Waiver, the Office of the Labor Commissioner will issue a Decision/Determination granting or denying the Request for Waiver on the form that was submitted.

9. The Public Body/Awarding Body, Contractor, or Subcontractor can appeal the Decision/Determination within 10 days of issuance.

10. The Public Body/Awarding Body shall monitor the PWP consistent with the laws and regulations set forth in Nevada Revised Statutes (NRS) section 338 and Nevada Administrative Code (NAC) section 338. If a Waiver has not been granted the Public Body/Awarding Body shall ensure that certified payroll reports and any other required documentation are submitted and maintained demonstrating compliance with SB 207.

For additional information please contact us at:

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, NV 89706 775-684-1890
AUA@labor.nv.gov

Office of the Labor Commissioner
3300 W. Sahara Avenue, Suite 225
Las Vegas, NV 89102 702-486-2650
AUA@labor.nv.gov

TOLL FREE: 1-800-992-0900 Ext. 4850 - www.labor.nv.gov

*For informational purposes only and not to be considered legal advice. * See NRS and NAC 338 and Senate Bill 207. OLC 12/19

SECTION 3 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village NV 89451
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—UNIT PRICES BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Price(s):

BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price
1	Mobilization/Demobilization	1	LS	n/a	55,000
2	Temporary Traffic Control	1	LS	n/a	71,000
3	Environmental Protection	1	LS	n/a	6,500
4	WL Connection Assembly Sheet P1 Section A-A	1	LS	n/a	45,000
5	WL Connection Assembly Sheet P3 Station 32+15	1	LS	n/a	30,900
6	8" Water Line	2,280	LF	159	362,520
7	8" Gate Valve	6	EA	6,550	39,300
8	Fire Hydrant Assembly	3	EA	18,100	54,300
9	Water Service Re-connects	15	EA	5,865	87,975
10	Abandon Existing Water Valve	3	EA	250	750
11	1" Combination Air Valve	1	EA	8,200	8,200
12	Bollards	2	EA	1,890	3780
13	Cut and Cap Water Main or Cut and Plug Existing Pipe	8	EA	230	1,840
14	Roadway & Existing Facility Repair	1	LS	n/a	344,046
				Total Bid Price (Sum of Items 1 thru 14)	$ 1,111,111

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Quantities are not guaranteed. Final Payment will be based upon actual quantity of work performed.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	1/27/23

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Burdick Excavating Co Inc
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Linda Burdick
(typed or printed)

Title: President
(typed or printed)

Date: 2/9/23
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Ryan James Kellogg
(individual's signature)

Name: Ryan Kellogg
(typed or printed)

Title: Project Manager
(typed or printed)

Date: 2/9/23
(typed or printed)

Address for giving notices:
PO BOX 22330, Carson Cty, NV 89721

Bidder's Contact:

Name: Linda Burdick
(typed or printed)

Title: President
(typed or printed)

Phone: 775-297-4566

Email: Lburdick@burdickexc.com

Address:
PO BOX 22330
Carson City, NV 89721

Bidder's Contractor License No.: (if applicable) 22629

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

List three (3) similar projects completed by Contractor within the last 5 years:

Contact Name & Phone No.	Description of Work	Date Complete	Cost
See atached company resume			

Work Experience: List years of experience with similar projects, project descriptions, locations and costs, for proposed Job Foreman/ Superintendent:

Forman/Super's Name	Title	Years' Experience	
Randy Burdick	Superintendant/owner	42	
Name & Location of Project	Description	Project Cost	Date Completed
All prior projects on compant resume			
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed

BURDICK EXCAVATING CO INC
P.O. Box 22330
Carson City, NV 89721
775-297-4566
NV #0022629 – CA #476659

2022 CARSON RIVER BANK STABILIZATION

Owner:	Carson Valley Conservation District 1603 Esmeralda Ave, Minden, Nevada 89423
Contact Person:	Shaker Gorla sgorla@roanderson.com
Start Date:	November 2022
Completion Date:	December 2022
Contract Amount:	$372,674
Description:	Water quality improvement project stabilizing the banks of the Carson River near Genoa. Work included diverting river flows, stormwater controls, rock slope protection, grading, stabilization, reestablishing river banks and BMPs/erosion control measures.

LOWER WOOD CREEK WATER QUALITY IMPROVEMENT PROJECT

Owner:	Washoe County CSD 1001 East 9th St, Reno, NV 89520
Contact Person:	Bill Wardell Wwardell@washoecounty.gov , 775-750-7325
Start Date:	July 2021
Completion Date:	October 2021
Contract Amount:	$2,387,930
Description:	Water quality improvement project within Incline Village that includes construction of AC Pavement sections for paths, roads and driveway approaches, curb and gutter, storm drain and infiltration facilities. Project required coordination with environmental agencies, Nevada Department of Wildlife and North Tahoe Conservation District to allow for work in the waterways to relocate the culvert crossing of Lower Wood Creek and Southwood Blvd in Incline Village.

NTPUD NORTH TAHOE REGIONAL PARK FIELD #4 RENOVATION AND PEDESTRIAN PATH

Owner:	North Tahoe Public Utility District 875 National Ave, Tahoe Vista, CA 96148

Contact Person:	Nathan Chorey, P.E. Nchorey@NTPUD.org, 530-553-5424
Start Date:	May 2021
Completion Date:	August 2021
Contract Amount:	$1,828,599.28
Description:	This Contract included the removal, replacement, and enlargement of an existing synthetic turf field soccer field, field drainage improvements, new paved pedestrian paths and associated site improvements and landscaping. This project required large amounts of field adjustment due to substantial unknown/misrepresented conditions discovered in the field.

TENTH AND CURRY WATER MAIN EXTENSION PROJECT

Owner:	Carson City 201 North Carson Street Suite 2, Carson City, NV 89701
Contact Person:	Jeff A. Freeman. JAFreeman@Carson.org, 775-283-7094
Start Date:	April 2021
Completion Date:	July 2021
Contract Amount:	$312,061.00
Description:	This project included installing 505 linear feet of 12-inch water main, 1 water service, two fire hydrants, remove and replace four storm water drop inlets, install one new storm water drop inlet, concrete work, asphalt and concrete patching, abandonment of existing 4-inch water main, cut-in one 12-inch gate valve and associated work.

COLDSTREAM ROAD-DONNER CREEK STRUCTURE REPLACEMENT PROJECT

Owner:	Town of Truckee 1001 Airport Road, Truckee, CA 96161
Contact Person:	Mike Vaughn ,P.E. mvaughn@townoftruckee, 530-582-2923
Start Date:	August 2020
Completion Date:	November 16th 2020
Contract Amount:	$1,659,537.00
Description:	Replacement of approximately 114 lf of existing CMP culvert in a stream bed under Coldstream Road in three stages, including 30" bypass system, 24 hours a day, under the roadway, pumping ground water via 5 pumps into a Baker Tank, then through 1,700 lf of victaulic piping to irrigation heads, compliance with CA Water Quality Board with our QSP, installation of 45 concrete (990 tons) of prefabricated pedestals, arches and wing walls. Excavation of 25' in the streambed,

placement of concrete with a 50 ton crane, temporary and permanent BMPs, rock slope protection, ornamental railings, AB and AC and striping.

TAHOE PINES CAMPGROUND REHABILITATION- Contract #19-24479, Project #136712

Owner:	California Tahoe Conservancy (CTC) 1061 3rd Street, S. Lake Tahoe , CA. 96150 Contact - Mark Sedlock, mark.sedlock@tahoe.ca.gov 530-572-4956
Project Administration:	Department of General Services (DGS) 707 3rd Street, 4th Floor, W. Sacramento, CA. 9569025 Contact: Brad Tress, brad.tress@dgs.ca.gov
Start Date :	May 1, 2020
Completion Date:	October 15, 20120
Contract Amount:	$725,235.60

Description of Work: Installation of temporary BMPs (work was adjacent to the Upper Truckee River), Parking lot removal and replacement, Rough and Finish Grading, Placement of Bridge Structrure (including form and pour footings, piers and abutments and finish bridge slab, with RSP on banks), Forestry Gates, Drainage improvements, Planting and Irrigation.

2020 SEWER IMPROVEMENTS PROJECT

Owner:	South Tahoe Public Utility District (STPUD) 1275 Meadow Crest Drive, S. Lake Tahoe, CA. 96150
Engineer:	Brent Goligoski bgoligoski@stpud.dst.ca.us
Contract Amount:	$2,329,393.50
Start Date:	May 2020
Completion Date:	August 2020

Description: Renovate STPUD Maintenance Facility including temporary and permanent BMP's, drainage upgrades, rock-lined channels, rough and finish grading, placing AB and AC paving. The majority of the project was replacement of an existing sewer line. The project was a 15' cut in an SEZ requiring wet wells, five pumps 24 hours a day, staked trench boxes, with a very deteriorated roadway sometimes failing 17' beyond the 4' trench specified, with a plethora of unknown utilities not shown on the plans. In performing the sewer laterals to 45 residences, one electrical conduit was shown on the plans, and we encountered between 16 and 36 existing conduits. We engaged NorCal with a vacuum truck to assist in locating and excavating around all the existing conduits. Roadway was ultimately ground and overlaid, then stripped.

UPPER AMERICAN RIVER NORTHSHORE RV CAMPGROUND REHABILITATION

Owner:	Supply Chain Service Sacramento Municipal Utility District 4401 Bradshaw Rd Mail Stop EA404 Sacramento, CA 95827
Contact Person:	Doug Moore, MBA Procurement Specialist douglas.moore@smud.org 916-732-7069
Project Design:	CARDNO 295 Hwy 50 Zephyr Cove, NV 89448
Contract Amount:	$3,719,092.56
Project Completion Date:	December 2019
Description:	Renovation and expansion of an existing campground facility at Loon Lake in Desolation in California which is off the grid in El Dorado National Forest on USFS property. Sacramento Municipal Utility District administered the project. The project involved (first snow removal in June of 2019) massive rock excavation to build a 25 site campground on Loon Lake, 3,200 LF waterline in rock, 4,000 gallon above ground water tank, 1,000 gallon below grade water tank, refurbish of an existing concrete vault toilet, installation of 2 each prefabricated vault toilets, generator building and generator for the water system. Assemble and install campground furniture, drainage upgrades, base and paving/striping, signage, traffic control, temporary and permanent erosion control measures, USFS gates, concrete work. The bidding protocol on this, as well as the following 2018 SMUD project listed, was an RFP, that awarded the project based on your experience. We were awarded these projects even though we were not the low bidder.

2019 NORTH TAHOE REGIONAL PARK MULTI-PURPOSE TRAILHEAD IMPROVEMENTS PROJECT

Owner:	North Tahoe Public Utility District

875 National Ave.
Tahoe Vista, CA

Contact Person:	Brad Johnson, PE 875 National Avenue Tahoe Vista, CA 96148 530-546-4212
Project Design:	Auerbach Engineering 645 W. Lake Blvd, Tahoe City, CA 96145
Contract Amount:	$494,651.71
Project Completion Date:	July 2019
Description of Work:	Prep for new bike trail and parking lot, base and pave/striping, Fabricate a gazebo, drainage improvements, mass and finish Grading, concrete work, temporary and permanent erosion control measures.

UPPER AMERICAN RIVER SUNSET CAMPGROUND REHABILITATION PROJECT

Owner:	Supply Chain Service Sacramento Municipal Utility District 4401 Bradshaw Rd Mail Stop EA404 Sacramento, CA 95827
Contact Person:	Doug Moore, MBA Procurement Specialist douglas.moore@smud.org 916-732-7069
Project Design:	CARDNO 295 Hwy 50 Zephyr Cove, NV 89448
Contract Amount:	$9,513,604.00

Projected Completion Date:	June 2019. Actual Completion November 2018
Description of Work:	Complete renovation of 131 single, double and triple campsites, on a 30 acre peninsula off the grid in the El Dorado National Forest on USFS land for Sacramento Municipal Utility District. Work included demolition of existing facilities, tree falling, BMP installation and maintenance, as well as rough and finished grading of spurs, campsites, and loop roads. New 13,000 LF HDPE waterline and laterals, 30,000 gallon water tank, AC paving of all spurs, loops, access road, rock drainage channels, shower building, 15 each prefabricated vault toilets, campsite furniture, and USFS gates. Also signage, timber steps, trails to lake, entry Kiosk building, propane tank and enclosure. This was a two year project, and we finished 99% of the work by 10/18 as opposed to 12/19 per our contract, with the exception of minor caulking by a subcontractor on the water tank that was completed in 2019.

TRUCKEE RIVER INTERCEPTOR MH 81 TO MH 83

Owner:	Tahoe Truckee Sanitation Agency 13720 Butterfield Drive Truckee, CA 96161
Contact Person:	Griffin LaRue General Manager lgriffin@ttsa.net
Project Design:	CH2M 2525 Airpark Drive Redding, CA 96001
Contract Amount:	$2,256,728.00
Projected Completion Date:	October 2018
Description of Work:	Removal and replacement of approximately 1,800 LF of gravity 36" RCP sewer line adjacent to the Truckee River. A 24 hour by-pass was in place for the duration of the project. Work was also performed on private property, including replacement of existing paver driveway, planting, AC paving, striping, QSP reporting, and revegetation.

EAST INCLINE VILLAGE PHASE 1 WATER QUALITY IMPROVEMENT PROJECT

Owner:	Washoe County Community Services Department – Engineering & Capital Projects Division 1001 East Ninth Street Reno, NV 89512
Contact Person:	Joaquin Tabadda Project Manager jtabbada@washoecounty.us
Project Design:	Lumos & Associates 800 E. College Parkway Carson City, NV 89706
Contract Amount:	$3,057,455.00
Projected Completion Date:	September 2017
Description of Work:	Installation of upgrades to drainage system, infiltration basins, HDPE, sediment cans, catch basins, shoulder stabilization, concrete curb & gutter, rock-lined channels, rock slope protection, AC Paving, utility relocations, revegetation.

DIAMOND PEAK LODGEPOLE DRAINAGE EMERGENCY REPAIRS

Owner:	Incline Village General Improvement District 1220 Sweetwater Road Incline Village, NV 89451
Contact Person:	Brad Johnson Project Manager baj@ivgid.org
Project Design:	CH2MHILL 52525 Airpark Dr. Redding, CA 96001
Contract Amount:	$395,000.00
Projected Completion Date:	October 2017
Description of Work:	Remove & replace approximately 1,950 LF of live 24" and 30" drainage culvert from the face of Diamond Peak Ski area, including 24 hour bypass of water. 48", 30" and 24" drop inlets, concrete cut-off walls, water pollution control, trench safety, and revegetation.

WASTEWATER TREATMENT PLANT DECANT FACILTY PROJECT

Owner:	Incline Village General Improvement District 1220 Sweetwater Road Incline Village, NV 89451
Contact Person:	Brad Johnson Project Manager baj@ivgid.org
Project Design:	Farr West Engineering 5510 Longley Lane Reno, NV 89511
Contract Amount:	$417,555.00
Projected Completion Date:	October 2017
Description of Work:	Install approximately 400 LF od modular gravity retaining wall, rolled curb and gutter, relocate hydrant, chain link fence, tie into existing manhole, BMP's, AC paving and revegetation.

RANCHO SAN RAFAEL IRRIGATION RECONSTRUCTION PROJECT PHASE 2

Owner:	Washoe County Community Services Department - Water Resources 1001 East Ninth Street Reno, NV 89512
Contact Person:	Alan Jones Project Manager ajones@washoecounty.us
Project Design:	Brian Martinezmoles Wood Rodgers Inc. 5440 Reno Corporate Dr. Reno, NV 89511
Contract Amount:	$1,200,315.00
Projected Completion Date:	February 2017
Description of Work:	BMP's, installation of approximately 3,200 LF of 8" main, 1,130 LF of 4" main, 38,000 LF of laterals, 407 each 8005 series heads, 246 each 5000 series heads, 31 each Van 151804 heads, Rainbird two-wire controller and decoder, all associated appurtenances, revegetation.

REPLACEMENT OF COMFORT STATION #1, #3, #7, #8

Owner:	Department of Conservation & Natural Recourse Nevada Division of State Parks 901 S. Stewart Street Carson City, NV 89701
Contact Person:	Marc LePire Project Manager mlepire@parks.nv.gov
Project Design:	Joe Cyphers 901 S. Stewart Street Carson City, NV 89701
Contract Amount:	$2,037,276.00
Projected Completion Date:	May 2017
Description of Work:	BMP's , demolish (5) comfort stations, (some stations contained hazardous material), grade pads, form and pour footings, bring utilities to structures, install new transformers, remove and replace concrete sidewalks, place pre-fabricated comfort stations, install iron fencing, revegetation.

ZEPHYR COVE WATER QUALITY IMPROVEMENT PROJECT PHASE 1

Owner:	Nevada Tahoe Conservation District 400 Dorla Court Zephyr Cove, NV 89448
Contact Person:	Meghan Kelly Project Manager mkelly@ntcd.org
Project Design:	Meghan Kelly 400 Dorla Court Zephyr Cove, NV 89448
Contract Amount:	$128,072.54
Completion Date:	November 1, 2016
Description of Work:	BMP's, restoration of beachfront drainage facilities, curb and gutter, granite rock landings, AC Paving.

BURKE CREEK HWY 50 CROSSING & REALIGNMENT PROJECT – PHASE 1

Owner:	Nevada Tahoe Conservation District 400 Dorla Court Zephyr Cove, NV 89448
Contact Person:	Meghan Kelly Project Manager mkelly@ntcd.org
Project Design:	Meghan Kelly 400 Dorla Court Zephyr Cove, NV 89448
Contract Amount:	$944,385.11
Completion Date:	October 31, 2016
Description of Work:	BMP's, realignment of existing Burke Creek, drainage upgrades, utility re-locates and culvert crossing on Hwy 50, Stateline, NV, rock outfall, headwall, curb and gutter, revegetation, paving. This involved bypass of running water in Burke Creek.

2016 WATERMAIN REPLACEMENT & FIRE FLOW ENHANCEMENT PROJECT

Owner:	Incline Village General Improvement District 1220 Sweetwater Road Incline Village, NV 89451
Contact Person:	Michel Lefrancois Project Engineer mtl@ivgid.org
Project Design:	Michel Lefrancois 1220 Sweetwater Road Incline Village, NV 89451 mtl@ivgid.org
Contract Amount:	$741,431.12
Completion Date:	October 31, 2016
Description of Work:	BMP's, upgrade of water mains and lateral facilities, paving, revegetation.

COMMUNITY PLAY FIELDS EXPANSION PROJECT PHASE 1

Owner:	City of South Lake Tahoe 1052 Tata Lane South Lake Tahoe, CA 96150
Contact Person:	Chuck Taylor Project Engineer ctaylor@cityofslt.us
Project Design:	Chuck Taylor 1052 Tata Lane South Lake Tahoe, CA 96150 ctaylor@cityofslt.us
Contract Amount:	$391,556.84
Completion Date:	August 18, 2016
Description of Work:	BMP's, Tree removal, (178 ea.), mass grading for (2) soccer fields, application of amendments, installation of paver sidewalks, curb/gutter, QSP responsibilities.

SIERRA TRACT PHASE 3 & 4 EROSION CONTROL PROJECT

Owner:	City of South Lake Tahoe Dept. of Public Works 1052 Tata Lane SLT, CA 96150
Contact Person:	Stan Hill Project Manager shill@cityofslt.us
Project Design:	CDM Smith 12313 Soaring Way, STE 2-D Truckee, CA 96161 Stephan Schusterschustersl@cdmsmith.com
Contract Amount:	$4,375,436.00
Contract Completion Date:	August 2016
Description of Work:	Tree removal, bypass streams to construct basins, bypass storm drains to construct new storm drains, concrete curb & gutter, adjust utilities to grade, earthwork, concrete structures, paving, striping, landscaping, BMP's, re-vegetation.

SNOW CREEK SEZ RESTORATION PROJECT

Owner:	County of Placer P.O. Box 336 Kings Beach, CA. 96143
Contact Person:	Kansas McGahan – RE kmgahan@placer.ca.gov
Project Design:	Stefan Shuster, P.E. – CDM Smith shusterSL@cdmsmith.com
Contract Amount:	$1,626,163.19
Completion Date:	June 2014
Description of Work:	Re-establishing a creek bed by re-grading approximately 3 acres, building boardwalks for walk paths, RR car bridge. Major drainage improvements, tie-in to existing utilities, curb and gutter, paver sidewalks, re-vegetation, planting and irrigation.

WEST PLUMB LANE 10-INCH MAIN ADDITION, 12-INCH DANIEL WEBSTER SUCTION ADDITION AND MAIN ABANDONMENTS

Owner:	Truckee Meadows Water Authority

	1355 Capital Blvd, (P.O. Box30013) Reno, NV 89520
Contact Person:	Scott Benedict – Design Engineer sbenedict@tmwa.com
Project Management:	Mike Haliburton 775-834-8030
Contract Amount:	$980,949.07
Completion Date:	May 2013
Description of Work:	Approximately 4,625 LF of 8', 10" and 12" ductile iron waterline, hot tap, hydrants, ARV, 58 each service laterals, connections to main, drainage improvements, traffic control, AC patching, abandonment of existing waterline with the use of grout.

HOMEWOOD WATER QUALITY IMPROVEMENT PROJECT PHASE 1 & 1A

Owner:	Placer County Department of Public Works Tahoe Engineering Division P.O. Box 336, Kings Beach, CA. 96143
Contact Person:	Kansas McGahan kmcgahan@placer.ca.gov
Project Management:	Nicols Engeering, Anna Henke ahenke@ncenet.com
Contract Amount:	$1,022,562.50
Completion Date:	October 2012
Description of Work:	Water pollution control, Drainage improvements including sediment basins, rock-lined channels, rock walls, relocation of existing utility lines, HDPE and RCP drainage pipe, infiltration trenches, geo-block pavers, re-vegetation measures, traffic control, base and paving.

CAVE ROCK WATER SYSTEMS IMPROVEMENT, PHASE 2A

Owner:	Douglas County Public Works 1120 Airport Rd., Bldg F-2 Minden, NV 89423
Contact Person:	Cathy Poole,(No longer with Douglas County) Ron Roman (775) 782-6480
Contract Amount:	$659,629.38
Completion Date:	February 2012
Description of Work:	Traffic control, BMP's, replacement of water lines, laterals and hydrants, boring across Route 50, installation of baffles in clear well, AC Paving, re-vegetation.

2011 LUCERNE WATER TRANSMISSION MAIN INSTALLATION

Owner:	Town of Minden 1604 Esmeralda Drive Minden, NV 89423
Contact Person:	Resource Concepts, Inc. Tim Russell tim@rci-nv.com

Contract Amount:	$1,131,067.70
Completion Date:	March 2012
Description of Work:	Installation of 36", 30", 24" and 12" ductile iron waterline at 4-15 feet depth in wet conditions. Bore across route 395, irrigation planting, curbs/gutters and sidewalks, traffic control, re-vegetation, AC paving

INCLINE VILLAGE CULVERT REPLACEMENT

Owner:	Incline Village General Improvement District 1220 Sweetwater Rd Incline Village, NV 89451
Contact Person:	Brad Johnson brad_johnson@ivgid.org
Project Management:	Cardno-Entrix Charles Miller charley.miller@cardno.com
Contract Amount:	$823,592.00
Completion Date:	November 2011
Description of work:	Stream bypass for installation of pre-cast concrete culverts, wing walls, BMP's, traffic control, relocate utilities, AC paving, landscape/irrigation, re-vegetation

GRIZZLY MOUNTAIN WATERLINE REPLACEMENT

Owner:	South Tahoe Public Utility District 1275 Meadow Crest Drive South Lake Tahoe, CA 96150
Contact Person:	Jim Hoggatt (now retired) Replaced by; Shannan Cotulla (530) 544-6474
Project Management:	STPUD
Contract Amount:	$1,375,285.46
Completion Dare:	June 2011
Description of work:	Installation of waterline, hydrants, services, BMP, AC Paving, Traffic Control, re-vegetation

VAN SICKLE BI-STATE PARK

This was the second and final year of a two year project with Nevada State Parks.

Owner:	Nevada Division of State Parks 901 S. Stewart St Carson City, NV
Contact Person:	Mark Davis (2010 representative) markcdavis@parks.nv.gov
Project Management:	Mark Davis
Contract Amount:	$2,479,394.00
Completion Date:	September 2010
Description of Work:	Clear and Grub, rough grading, water/sewer/drainage, curb and gutter, rock slope protection rock-lined ditches roadway prep with base and paving, parking lots, dam revetment, park furniture and restroom, irrigation and landscaping, planting, ,re-vegetation, BMPs and traffic control, pervious concrete, forestry gates

INCLINE AND THIRD CREEK RESTORATION-INCLINE WAY CULVERT REPLACEMENT

Owner:	Incline Village General Improvement District Brad Johnson, Sr. Engineer 1220 Sweetwater Road Incline Village, NV 89451 Email: brad_johnson@IVGID.ORG
Contact Person:	Cardno-Entrix Charles Miller, Design Engineer (530)542-0201 charley.miller@cardno.com
Contract Amount:	$1,546,860.00
Completion Date:	October 2010
Description of Work:	By pass of two creeks to place precast spanned culverts, relocate existing water and sewer lines, Traffic control, BMPs, Stream restoration work including spawning pools and falls, rock and log placement, rock slope protection, re-vegetation, AC paving

AL TAHOE EROSION CONTROL PROJECT 1 – Stage 2

Owner:	City of S. Lake Tahoe 1052 Tata Lane S. Lake Tahoe, CA. 96150
Contact Person:	Stan Hill (530) 542-7415 shill@cityofslt.us
Project Management:	Mark Frisina, Inspector for Wood Rodgers (775)745-0807
Contract Amount:	$1,423,738.30
Completion Date:	September 2010
Description of Work:	Drainage facilities, Traffic Control, Permeable Asphalt Paving, Pervious Concrete, Media Filters, Site Utilities, BMP's, Curb and Gutter, Permeable Pavers, manholes, re-vegetation.

THIRD CREEK RESTORATION PROJECT

Owner:	Incline Village General Improvement District 1220 Sweetwater Rd Incline Village, NV 89451
Contact Person:	Brad Johnson (775) 832-1203 brad_johnson@ivgid.org
Contract Amount:	$833,182.00
Completion Date:	September 2009
Description of work:	Clear & grub, drainage installation, dewatering, excavation, soil wraps, spawning gravel, cobble, rock placement, log grade controls, pedestrian bridges, 11 types of re-vegetation, irrigation, traffic control, AC paving.

CRYSTAL BAY PHASE 1B & 11A WATER QUALITY IMPROVEMENTS

Owner:	Washoe County Dept. of Public Works 1001 East 9th Street Reno, NV 89520
Contact Person:	Kris Kline (775 328-2040
Contract Amount:	$653,135.75

Completion Date:	July 2009
Description of Work:	Drainage improvements, rock slope protection, retaining walls, re-vegetation, erosion control blocks, AC paving

UPPER TRUCKEE RIVER STREAM ENVIRONMENT ZONE RESTORATION PROJECT – Middle Reach 3 & 4

Owner:	City of South Lake Tahoe 1052 Tata Lane S. Lake Tahoe, CA. 96150
Contact Person:	Stan Hill (530) 542-6030 shill@cityofslt.us
Design Firm:	Cardno-Entrix 1048 Ski Run Blvd S. Lake Tahoe, CA. 96150
Contact Person:	Loren Roach – Project Engineer (530) 307-0466 lroach@manhard.com
Contract Date:	July 1, 2008 – This is a three year project.
Contract Amount:	$4,497,904.18
Description of Work:	Re-channelization of approximately 4,000 lf of existing river bed for the Upper Truckee River, including a temporary river crossing, erosion control measures of silt fencing, sediment logs, silt curtain, 3,400 lf of 4' x 10' water berm, dewatering treatment, temporary SEZ roads, cut/fill of approx. 45,000 cy, many types of re-vegetation, creation of flood plain, irrigation system of 17 acres for three years, AC paving, planting. We completed two years of construction this season, but were unable to continue due to limited building season in the Tahoe basin, and the contract requirement for the vegetation in the new channel develop for a stand alone season. We will irrigate during the 2009 season, and then tie-in the new channel to the old in 2010.

TAHOE LAKE ELEMENTARY SCHOOL BMP AND ACCESS PROJECT

Owner:	Tahoe Truckee Unified School District 11839 Donner Pass Road Truckee, CA. 96161
Contact Person:	Anna Klovstad (530) 587-6109 aklovstad@ttusd.org

Contract Amount:	$611,663.73
Completion Date:	November 2008
Description of Work:	Drainage improvements, including OMPI inlets, CMP, energy dissipaters. Adjust utilities, AC parking lot, striping, signage, rock retaining wall, landscaping and irrigation, fencing, sidewalks, curb/gutters.

TAHOE PINES EROSION CONTROL PROJECT

Owner:	Placer County Department of Public Works Tahoe Design Division 10825 Pioneer Trail, Suite 105 Truckee, CA. 96161
Contact Person:	Brian Stewart, Sr. Civil Engineer (530)581-6238 bstewart@placer.ca.gov
Contract Amount:	$841,940.00
Completion Date:	June 2007
Description of Work:	Drainage improvements including curb and gutter, drain inlets, sedimentation cans, rock-lined channels, rock retaining walls, asphalt concrete paving, re-vegetation.

SAWMILL 1A BIKE PATH

Owner:	County of El Dorado, Department of Transportation Tahoe Engineering 924B Emerald Bay Road S. Lake Tahoe, CA. 86150
Contact Person:	Steve Kooyman, Sr. Engineer (530)573-7900
Contract Amount:	$1,213,710.40
Completion Date:	Substantial Completion August 2007
Description of Work:	Installation of erosion control measures, clear and grub, drainage improvements, construction of asphalt bike path, 690' of an elevated bike path, rock-lined ditches, rock-bowls, re-vegetation.

SIERRA TRACT EROSION CONTROL PROJECT PHASE 1A

Owner:	City of South Lake Tahoe 1052 Tata Lane S. Lake Tahoe, CA. 96150
Contact Person:	Stan Hill shill@cityofslt.us
Contract Amount:	$1,100,115.00
Completion Date:	October 2007
Description of Work:	Drainage improvements including 24"and 18" HDPE pipe, drain inlets, manholes, curb and gutter, relocate water/sewer/gas utilities, construction of sedimentation basin, asphalt paving, re-vegetation.

EFFLUENT EXPORT PIPELINE – SEGMENT ONE

Owner:	Incline Village General Improvement District 1220 Sweetwater Road Incline Village, NV 89450
Contact Person:	Brad Johnson brad_johnson@ivgid.org
Contract Amount:	$8,087,937.00
Completion Date:	June 2006
Description of Work:	12,880 lf of 16" ductile iron, Air Reducing Valves, Blow-offs, 4" HDPE, 1,600 lf of 8" waterline in the southbound lane of State Route 28 from Sand Harbor to Lakeshore Drive in Incline Village, NV. 24 hour traffic control, concrete cap, water service laterals, AC grind and overlay. Extensive rock excavation and removal.

MARTIS VALLEY ROUNDABOUT

Owner:	Town of Truckee and 267 Partners 10183 Truckee Airport Road Truckee, CA. 96161
Contact Person:	Todd Landry (530) 581-7710 or Robert Burton R.E. (916)759-0340
Contract Amount:	$1,995,440.30
Completion Date:	October 2006

Description of Work:	Drainage improvements including curb and gutter, drain inlets, underground utilities, stamped concrete, roundabout, sidewalks, signage, grind and pave, irrigation.

BLACKWOOD CANYON BRIDGE CONSTRUCTION AND CHANNEL RESTORATION

Owner:	U.S. Department of Agriculture 631 Coyote Street, Nevada City, CA. 95959
Contact Person:	Tom Torres (530) 543-2696
Contract Amount:	$3,651,497.00
Completion Date:	November 2006
Description of Work:	Remove and replace bridge, install BMP's, build temporary by-pass road over Blackwood Creek, re-build and contour, including fish ladders in Blackwood Creek for approximately 520 lf utilizing 9847 cy of native material and 7,089 tons of rock. Base and pave, re-vegetation.

INTERSTATE 80/STATE ROUTE 89 INTERCHANGE IMPROVEMENTS

Owner:	Town of Truckee 10183 Truckee Airport Road Truckee, CA. 96161
Contact Person:	Dan Wilkins (530) 581-7700
Contract Amount:	$3,636,971.65
Completion Date:	December 2005
Description of Work:	Construction of the I-80, SR 89 interchanges including an urban dual lane roundabout. Major features among others include the installation of stamped concrete, lighted overhead signs, demolition of existing interchange. Curb and gutter, sidewalk improvements, vegetation and landscaping, asphalt paving, thermoplastic engraved striping, retaining wall installation and drainage improvements, traffic control, BMP's and turbidity reports, rock slope protection on banks under overpass, rock-lined channels.

UPPER HIGHLANDS WATER TANK

Owner:	Tahoe City Public Utility District P.O. Box 5249 Tahoe City, CA. 96145
Contact Person:	Jack Beckman (now retired, ask for John or Matt in engineering) (530) 583-3796
Contract Amount:	$2,726,689.00
Completion Date:	December 2005
Description of Work:	Construction of a 1.2 MG steel water storage tank, booster pump station and building, 3.200 LF of water distribution piping and appurtenances in rocky conditions, vegetation and erosion control installation and monitoring. Pump house and AC access roads.

LAKE TAHOE PARK EROSION CONTROL PROJECT

Owner:	Placer County Department of Public Works Tahoe Design Division 10825 Pioneer Trail, Suite 105 Truckee, CA. 96161
Contact Person:	Brian Stewart, Sr. Civil Engineer (530) 581-6216 bstewart@placer.ca.gov
Contract Amount:	$3,121,000.00
Completion Date:	November 2006
Description of Work:	Scope of work included traffic control, clearing and grubbing, site grading, excavating roadside channels and swales, removing existing trees, fences and boulders, relocating signs, saw cutting and removing existing asphalt paving, asphalt paving, constructing concrete headwalls, installing new storm drain piping, constructing rock lined ditches, sediment traps, drainage inlets and manholes, installing detention/infiltration basins, re-vegetation, waterline relocation and other requirements within extreme time constraints, irrigation, planting.

LOYALTON BUSINESS PARK

Owner:	Sierra Pacific Industries Redding, California
Contact Person:	Gary Blanc (530) 378-8149

Contract Amount:	$945,600.00
Completion Date:	April 2005
Description of Work:	Site preparation for 15-acre Business Park including the installation of all utilities, drainage and parking lot facilities.

THIRD CREEK RESTORATION

Owner:	Incline Village General Improvement District 1220 Sweetwater Road, Incline Village, NV
Contact Person:	Joe Pomeroy (775) 831-1269
Contract Amount:	$845,000.00
Completion Date:	November, 2004
Description of Work:	Stream channelization for fish spawning, bridge abutment and span construction with a temporary bypass, utilities, rock work and restoration in a Stream Environmental Zone.

GLORENE AND 8TH STREET EROSION CONTROL PROJECT

Owner:	City of South Lake Tahoe 1052 Tata Lane S. Lake Tahoe, CA. 96150
Contact Person:	Steve Peck (No longer with City, now with Cardno-Entrix) stephen.peck@cardno.com
Contract Amount:	$2,840,774.35
Completion Date:	September 2004

Description of Work: Install drainage facilities including 30" to 12" RCP and HDPE, concrete curb and gutter, rock-lined channels, rock slope protection, concrete fore bays, and adjust utilities. Construction of sediment basins, appurtenances, concrete valley gutter, 48" to 72" storm drain inlets, sod transplant, propagated mat, landscape replacement and AC paving.

END

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
Burdick Excavating Co Inc - PO BOX 22330 Carson City, NV 89721 - 775-297-4566	22629 - Unlimited
Kind of Work/Supplies	**% of Work/Supplies**
Description of work being self-performed by Contractor: All work not listed by others	59.8

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Colbre Grading and Paving of Nevada Inc 1528 US HWY 395N Ste 245, Gardnerville, NV 89410 775-265-7434	52639 / $1,000,000
Kind of Work/Supplies	**% of Work/Supplies**
Asphalt Paving	20.6%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Western Nevada Supply Co 950 S Rock Blvd, Sparks, NV 89431 775-359-5800	SUPPLIER
Kind of Work/Supplies	**% of Work/Supplies**
Pipe Materials	16.7%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	**% of Work/Supplies**

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	**% of Work/Supplies**

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or $50,000, whichever is greater (Two Hour List)

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
Burdick Excavating Co Inc - PO BOX 22330 Carson City, NV 89721 - 775-297-4566	22629 - Unlimited
Kind of Work/Supplies	**% of Work/Supplies**
Description of work being self-performed by Contractor: All work not listed by others	59.8

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Colbre Grading and Paving of Nevada Inc 1528 US HWY 395N ste 245, Minden, NV 89410 775-265-7434	52639 / $1,000,000
Kind of Work/Supplies	**% of Work/Supplies**
Asphalt Paving	20.6%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Western Nevada Supply Co 950 S Rock Blvd, Sparks, NV 89431 775-359-5800	Supplier
Kind of Work/Supplies	**% of Work/Supplies**
Pipe Materials	16.7%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Intermountain Slurry Seal 1120 Terminal Way Reno, Nevada, 89502 775-358-1355	23657 Unlimited
Kind of Work/Supplies	**% of Work/Supplies**
Slurry Seal	2.9%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	**% of Work/Supplies**

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, Linda Burdick, on behalf of Burdick Excavating Co Inc ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. 2299WS1705/WA-2023-032, Project Name Crystal Peak Distribution Watermain Improvements ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: _____

Print Name: Linda Burdick

Title: President Date: 2/9/23

State of Nevada)

County of Lyon)

This instrument was acknowledged before me on this 9th day of February, 2023, by Linda Burdick (name of person making statement).

Ryan James Kellogg
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 20-4748-03
My Appt. Expires March 2, 2024

Ryan James Kellogg
Notary Signature

NOTARY STAMP

SECTION 4 - BID BOND

Bidder	Surety
Name: Burdick Excavating Company, Inc. Address *(principal place of business)*: P. O. Box 22330, Carson City, NV 89721	Name: The Ohio Casualty Insurance Company Address *(principal place of business)*: 175 Berkeley St., Boston, MA 02116
Owner Name: **Incline Village GID** Address *(principal place of business)*: **Public Works Department** **1220 Sweetwater Road** **Incline Village, NV 89451** **775-832-1267**	**Bid** Project *(name and location)*: **Incline Village GID** **2299WS1705 Crystal Peak Distribution Watermain Improvements** Bid Due Date: ~~December 29, 2022~~ February 9, 2023

Bond

Bond Amount: Five Percent of Total Amount Bid **********

Date of Bond: January 5, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Burdick Excavating Company, Inc. *(Full formal name of Bidder)*	The Ohio Casualty Insurance Company *(Full formal name of Surety) (corporate seal)*
By: Randy Burdick *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Randy Burdick *(Printed or typed)*	Name: Dona Lisa Buschmann *(Printed or typed)*
Title: Secretary	Title: Attorney-In-Fact
Attest: Ryan Kellogg *(Signature)*	Attest: (SEE ATTACHED) *(Signature)*
Name: Ryan Kellogg *(Printed or typed)*	Name: *(Printed or typed)*
Title: Notary Public	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On January 5, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature KHanley (Seal)

K. HANLEY
Notary Public - California
Placer County
Commission # 2384942
My Comm. Expires Nov 30, 2025

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208535-977442

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alexis Estrada, Curtis A. Bowden, Dona Lisa Buschmann, Edward D. Johnson, J. Buschmann, Julie A. Shiroma, K. Hanley, Kathy Rangel, Lisa Wilson, Maggie Bender-Johnson, Robert D. Laux

all of the city of Roseville state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of August, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 2nd day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of January, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BURDICK EXCAVATING CO INC

Entity Number:

E0160392010-4

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

03/11/2010

NV Business ID:

NV20101256627

Termination Date:

Perpetual

Annual Report Due Date:

3/31/2023

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

Linda T. Burdick

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Non-Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

3489 Zurich Ct, Carson City, NV, 89701, USA

Mailing Address:

P.O. Box 22330, Carson City, NV, 89721, USA

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	LINDA BURDICK	P.O. BOX 22330, CARSON CITY, NV, 89721, USA	03/01/2019	Active
Secretary	RANDY BURDICK	P.O. BOX 22330, CARSON CITY, NV, 89721, USA	03/01/2019	Active
Treasurer	RANDY BURDICK	P.O. BOX 22330, CARSON CITY, NV, 89721, USA	03/01/2019	Active
Director	LINDA BURDICK	P.O. BOX 22330, CARSON CITY, NV, 89721, USA	03/01/2019	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
	Authorized	75,000	0.010000000000

Page 1 of 1, records 1 to 1 of 1

Number of No Par Value Shares:

0

Total Authorized Capital:

750

Filing History Name History Mergers/Conversions

Return to Search Return to Results

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state contractors board

Measure up...use licensed contractors.

(http://www.nscb.nv.gov/)

License Details

License Number: 0022629		**Current Date:**	2/9/2023 12:01:35 PM (mm/dd/yyyy)
Business Primary Name:	BURDICK EXCAVATING CO INC	**License Monetary Limit:**	Unlimited
DBA Name:			
Mailing Address:	PO BOX 22330 CARSON CITY, NV 89721 (775) 297-4566		
Physical Address:	5 BROWN DR MOUND HOUSE, NV 89706 (775)297-4566		
Status:	Active		
Status Date:	01/05/2022 (mm/dd/yyyy)		
Origin Date:	01/22/1985 (mm/dd/yyyy)		
Expiration Date:	01/31/2024 (mm/dd/yyyy)		
Business Type:	Corporation		
Classification(s):	A-12 Excavating, Grading, Trenching and Surfacing, A-15 Sewers, Drains and Pipes, A-16 Paving of Streets, Driveways and Parking Lots, A-19 Pipeline and Conduits, A-7 Excavating and Grading		
Limitation:	A19 IS LIMITED TO WATER LINES ONLY		

Principal Name	Relation Description
BURDICK, LINDA THOMAS	President
BURDICK, RANDY GEORGE	Secretary/Treasurer

Qualified Individual(s)	Qualifier Type
BURDICK, RANDY GEORGE	Trade
BURDICK, LINDA THOMAS	CMS

Bond

Bond Type:	Surety
Bond Number:	LP745958540007
Bond Agent:	CHERYL KOIZUMI
Surety Company:	NATIONWIDE MUTUAL INS CO
Bond Amount:	$20,000.00
Effective Date:	01/21/1990 (mm/dd/yyyy)
Bond Type:	Bond Not Required
Bond Amount:	
Effective Date:	03/01/2007 (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-00-03-28-0117***

BURDICK EXCAVATING CO, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0022629*** ORIGINAL ISSUE DATE: ***01/22/1985*** BUSINESS TYPE: ***CORPORATION*** CLASSIFICATION: ***A-7-EXCAVATING AND GRADING; A-12-EXCAVATING GRADING TRENCHING & SURFACING; A-15-SEWERS, DRAINS & PIPES; A-16-PAVING STREETS, DRIVEWAYS & PARKING LOTS; A-19-PIPELINE & CONDUITS LIMITED TO WATER LINES ONLY*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE,*** IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***FEBRUARY 1, 2023*** AND EXPIRES ON ***JANUARY 31, 2024***, UNLESS REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

1/20/2023

NANCY MATHIAS, LICENSING ADMINISTRATOR — DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

INCLINE VILLAGE PUBLIC WORKS

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department

Project Workforce Checklist

For Compliance with SB207, the Nevada Apprenticeship Utilization Act, 2019

Project No.: PWP# WA-2023-032 Contractor: Burdick Excavating Co Inc

Craft/Type of Work	More than 3 Employees Anticipated?	Do You Anticipate Needing Waiver?‡
Air Balance Technician	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Alarm Installer	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Boilermaker	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Bricklayer (can also include Tile Setter, Terrazzo Workers and Marble Masons)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Carpenter (can also include Cement Masons, Floor Coverer, Millwright and Piledriver (non-equipment), Plasterers and Terrazzo Workers)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Cement Mason	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Electrician (includes Communication Technician, Line, Neon Sign and Wireman. Can also include Alarm Installer)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Elevator Constructor	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Fence Erector	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Flag Person	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐
Floor Coverer	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Glazier (See also Painters and Allied Trades)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Highway Striper	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐
Hod Carrier (includes Brick-Mason Tender and Plaster Tender)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Iron Worker [can also include Fence Erectors (steel/iron)]	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Laborer [can also include Fence Erector (non-steel/iron), Flag Person, Highway Striper and Traffic Barrier Erector]	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒
Lubrication and Service Engineer	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐
Mason (can also include Cement, Plasterer, Tile Setter, Terrazzo Workers and Marble Masons)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Mechanical Insulator	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Millwright	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Operating Engineer [can also include Equipment Greaser, Piledriver, Soils & Material Tester, Steel Fabricator/Erector (equipment) and Surveyor (non-licensed), and Well Driller]	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒
Painters and **Allied Trades** (can also include Glaziers, Floor Coverers and Tapers)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Piledriver (Non-Equipment)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐

Continued...

Craft/Type of Work	More than 3 Employees Anticipated?	Do You Anticipate Needing Waiver?‡
Plasterer	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Plumber/Pipefitter	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Refrigeration	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Roofer (not sheet metal)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Sheet Metal Worker (can also include Air Balance Technician)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Soils & Materials Tester (includes Certified Soil Tester)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Sprinkler Fitter	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Surveyor (non-licensed)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Taper	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Tile/Terrazzo Worker, Marble Mason	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Traffic Barrier Erector	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐
Truck Driver	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐
Well Driller (see also Operating Engineer)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
***Other:**	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐

‡ Pursuant to the Labor Commissioner's November 27, 2019 Advisory Opinion, waivers are not required in those crafts/types of work where no recognized apprenticeship program exists in the region where the public work is located. Contractor is responsible for verifying whether recognized apprenticeship programs exist in the region for each craft/type of work to be performed.

*** Contractor is responsible for ensuring all crafts/types of work to be performed on the public work are accounted for on this checklist. Attach additional pages if needed.**

On behalf of the Contractor listed herein, I affirm that I am fully authorized to acknowledge the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) working days of such change.

Company Name: Burdick Excavating Co Inc

Signed:

Name and Title: Linda Burdick - President

Date: 2/9/23

SECTION 5
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Incline Village General Improvement District** ("Owner" or "IVGID") and **Burdick Excavating Co Inc, a Domestic Corporation** ("Contractor"). This Agreement will be effective on **[TBD]** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Bid Schedule, Crystal Peak Distribution Watermain Improvements: Install approximately 2,280 LF 8" DR-14 PVC or Class 350 DIP water main in Washoe Co. ROW. Connect to (E) 8" water main in Washoe Co. ROW. Connect existing domestic service lines. Construct three (3) fire hydrant assemblies. Construct one (1) combination air valve assembly.

The Work also includes: Abandonment of specified lines and valves; traffic control, maintain residential and business driveway access, erosion & sediment controls, pavement restoration, replacement of existing features, including vegetation, concrete, and other utilities removed and/or damaged by construction activity, acquisition of Washoe County street cut permits and all related appurtenances; compliance with County permit conditions and working within Right of Ways in Incline Village, Washoe County, Nevada.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Crystal Peak Distribution Watermain Improvements**

ARTICLE 3—ENGINEER

3.01 IVGID's Engineering Division is to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the IVGID Engineering Division.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

B. The OWNER anticipates issuing the Notice to Proceed on or about **March 8, 2023**.

C. The Work is to be performed within 110 consecutive days.

D. The Work will be substantially complete on or before **June 16, 2023** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 23, 2023**.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work as shown on the Bid Form. The total estimated Contract Price is **One Million One Hundred and Eleven Thousand, One Hundred and Eleven Dollars ($1,111,111.00).**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be emailed to rlr@ivgid.org and will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer, on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half percent (97.5%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, and as recommended by Engineer, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of six percent (6%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Contractor's Bid dated February 9, 2023.
3. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
4. General Conditions.
5. Supplementary Conditions.
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings (not attached but incorporated by reference) consisting of **eight** sheets with each sheet bearing the following general title: **Crystal Peak Distribution Watermain Improvements**.
8. Addendum No. 1.
9. Exhibits to this Agreement (enumerated as follows):
   a. State of Nevada Prevailing Wage Rates, 2022/2023 for Washoe County, including Amendment 2, and
   b. Davis Bacon Wage Decision NV20230026 dated January 27, 2023.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

INCLINE VILLAGE G. I. D.

Agreed to:

Matthew Dent, Chairman

Date

Dave Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

OWNER'S address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Division

CONTRACTOR:

Burdick Excavating Co. Inc.

Agreed to:

By:

Signature of Authorized Agent

Print or Type Name and Title

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

CONTRACTOR'S address for giving notice:

Burdick Excavating Co., Inc.
PO Box 22330
Carson City, Nevada 89721
775-297-4566

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Incline Village General Improvement District	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Incline Village GID**
Public Works Department **1220 Sweetwater Road** **Incline Village, NV 89451** **775-832-1267**	**2299WS1705 Crystal Peak Distribution Watermain Improvements** Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

      5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

      5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner

to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

SECTION 7 - PAYMENT BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner: **Incline Village General Improvement District** Mailing address *(principal place of business)*: **Public Works Department** **1220 Sweetwater Road** **Incline Village, NV 89451**	**Contract** Description *(name and location)*: **Incline Village GID** **2299WS1705 Crystal Peak Distribution Watermain Improvements** Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

   5.1. Claimants who do not have a direct contract with the Contractor

      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2. Pay or arrange for payment of any undisputed amounts.

   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract,

whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

        16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

        16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

        16.1.7. The total amount of previous payments received by the Claimant; and

        16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None.**

SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Incline Village G. I. D., Engineering Dept.
1220 Sweetwater Road, Incline Village, NV
775-832-1267

PROJECT: Crystal Peak
Watermain Distribution
Improvements

APPLICATION NO:

PERIOD TO

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] ENGINEER
- [ ]

FROM CONTRACTOR:

P.O. Number

CIP Number 2299WS1705
PWP WA-2023-032
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ -
2. Net change by Change Orders		$ -
3. CHANGE IN UNIT PRICE QUANTITIES		$ -
4. CONTRACT SUM TO DATE (Line 1 ± 3)	$	$ -
5. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ -
6. RETAINAGE:		
a. 5 (Column D + E on G703)	$ -	
b. ____ (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ -
7. TOTAL EARNED LESS RETAINAGE (Line 5 Less Line 6 Total)		$ -
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ -
9. CURRENT PAYMENT DUE		$ -
10. BALANCE TO FINISH, INCL. RETAINAGE (Line 4 less Line 7)		$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by OWNER:	$ -	$ -
Total approved this Month:	$ -	$ -
TOTALS:	$ -	$ -
NET CHANGES by Change Order:	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . **$ -**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Crystal Peak Watermain Distribution Improvements

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
PROJECT NO: 2299WS1705

A	B					D	E	F	G		H	I	J
Item No.	Description of Work	UNIT		Unit Price	Total Price	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage (If Variable Rate)	Enter Variable Retainage Rate (%)
						From Previous Application (D + E)	This Period						
1													5.00%
2													5.00%
3													5.00%
4													5.00%
5													5.00%
6													5.00%
7													5.00%
8													5.00%
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30													5.00%
31													5.00%
32													5.00%
	SUBTOTALS PAGE 2				$ -						$ -		