



HOT PLANT MIX ASPHALT - 2019

CONSISTING OF:

BIDDING REQUIREMENTS

PROPOSAL FORMS

CONTRACT FORMS

CONDITIONS OF THE CONTRACT

TECHNICAL SPECIFICATIONS

PREPARED BY:

BOB THIBAUT, PE, PLS

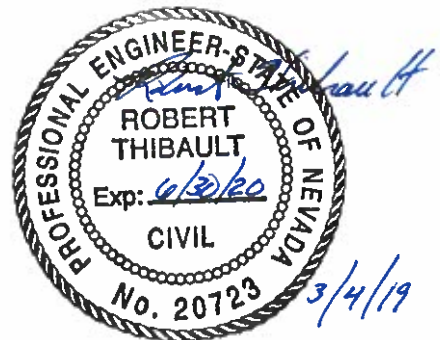
CITY OF ELKO

ENGINEERING DEPARTMENT

1751 COLLEGE AVENUE

ELKO, NV 89801

March 2019



Bid Set No. _____

**PROJECT
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**CITY OF ELKO
INVITATION TO BID**

Sealed bid proposals will be received until **3:00 PM, local time, on Thursday, March 28, 2019**, at the office of the Elko City Clerk; 1751 College Avenue; Elko, Nevada 89801, for the following:

HOT PLANT MIX ASPHALT – 2019

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

Bidding documents, plans, specifications and contract documents can be obtained at the City Clerk's office, 1751 College Avenue, Elko, Nevada 89801.

Bid proposals must be submitted on the prescribed forms and subject to the conditions listed in the Instructions to Bidders.

Bid proposals will be opened at City Hall immediately after the above deadline with the bid amounts submitted being read aloud by City Staff and interested parties present, if any. All interested parties are invited to be in attendance at the bid opening.

All bids must be submitted in a sealed envelope and legibly marked

“HOT PLANT MIX ASPHALT – 2019”

City staff shall thoroughly review all bids proposals for conformance with the contract documents prior to making a written recommendation for award to the Elko City Council.

The award may be made to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder shall be judged on the basis of price, conformance to specifications, bidder's qualifications, conformance to applicable sections of NRS Section 332, and the best interest of the City of Elko. Each of listed factors being considered.

The City Council may formally award the contract to the successful bidder at their regularly scheduled meeting in City Hall on **Tuesday, April 9, 2019**, after **4:00 PM, local time**.

The City of Elko shall reserve the right to accept or reject any and/or all items specified in the bid proposal and further reserves the right to waive any minor technicalities in the preparation of these bidding documents.

Dated this 13th day of March, 2019

City of Elko
City Council

BY: _____
Dennis Strickland
Public Works Director

Publish: Elko Daily Free Press-

Saturday, March 16, 2019

**CITY OF ELKO
INSTRUCTIONS TO BIDDERS
HOT PLANT MIX ASPHALT – 2019**

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

- 1) The City of Elko (City) will receive sealed bids from Bidders until **3:00 p.m.**, on **Thursday, March 28, 2019**. Bids received after this time will not be opened or accepted and will be returned unopened.
- 2) Apparent Low Bid will be based solely on total amount of all bid items, and any additive or deductive alternates selected for award by the City. All Bidders are required to submit Bids on all bid items and all additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of the City. If Alternate Bids are requested on this Project, the following applies: The priority of Alternate Bids will be announced by the City prior to the opening of bids. The City reserves the right to reject all Base Bids and all Alternate Bids. If the City elects not to reject all Bids, it will, prior to the award, first determine which one or more Alternates to accept; then the City will evaluate the lowest responsive and responsible Bidder based upon the Base Bid combined with any Alternates accepted. If any Alternates are accepted, the fact that a Bidder may have a lower individual Base or Alternate Bid than the individual Bids of the apparent lowest responsive and responsible Bidder is irrelevant, since the successful Bidder will be chosen on the basis of the sum of the Base Bid and the Alternates accepted, and the other statutory factors.
- 3) Bidders must submit bids on Bid Form, fully completed with all blanks filled in, and signed by an authorized representative of the Bidder. Bids not submitted on the required form, and/or not fully completed and/or not signed by an authorized representative of the Bidder, shall be deemed nonresponsive and shall not be considered.
- 4) This is a contract awarded in compliance with NRS Chapter 332 which is directly related to the normal operations of the City or the normal maintenance of its property and pursuant to NRS 338.011, NRS Chapter 338 does not apply.
- 5) All Bids must include a status report issued by the Nevada State Contractor's Board within 90 calendar days prior to the date for receipt of Bids, that the Bidder has a Nevada Contractor's license in good standing, which license must be of the type and limit which will allow the Bidder to perform the Work as a general contractor.
- 6) A Bid by a Nevada or non-Nevada corporation, limited liability company, or limited partnership, must include either: (A) a Certificate issued by the Nevada Secretary of State within 90 calendar days prior to the date for receipt of Bids,

certifying that the Bidder is qualified to do business in the State of Nevada (i.e., a Good Standing Certificate); or (B) a printout of a Business Entity Search on the Nevada Secretary of State Website within 30 calendar days prior to the date for receipt of Bids showing that the Bidder is an active entity registered in that office and the other public Business Entity Information.

- 7) Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The City Council reserves the right in its sole discretion to reject any Bid as nonresponsive as a result of any error or omission in the Bid.
- 8) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.
- 9) Bidders may not modify Bid Form or qualify their Bids.
- 10) Submission of a Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. The Bidder must complete the tasks listed below in subsections "a" through "e" below, as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to the City that the Bidder has fully completed the following:
 - a) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b) Bidder has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in any Report of Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and in the General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings;
 - c) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in

addition to or to supplement those referred to in paragraph (b) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

- d) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
 - e) Bidder has given City or its authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by City or its authorized representative is acceptable to Bidder.
- 11) Bidders may examine any available "as-built" drawings of previous work by giving City or its authorized representative, reasonable advance notice. The City will not be responsible for accuracy of "as-built" drawings.
 - 12) All questions about the meaning or intent of the Contract Documents are to be directed to the City or its authorized representative. Interpretations or clarifications considered necessary by the City or its authorized representative in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the City or its authorized representative as having received the Bidding Documents. Questions received less than seven (7) business days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 13) Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or its authorized representative.
 - 14) Addenda must be acknowledged in Bid Form by number and must be part of Contract Documents. A complete listing of Addenda may be secured from the City or its authorized representative.
 - 15) All Bidders who actually discover any defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability (Problem), or who reasonably should have discovered any material and patent, obvious or

glaring defect, error, ambiguity, omission, inconsistency, conflict, incompleteness, inaccuracy, or unsuitability, in or in connection with the Contract Documents, have an affirmative duty to immediately (i.e. **prior** to the opening of bids) bring the Problem to the attention of the City or its authorized representative by faxed, written notice and/or inquiry to allow the City or its authorized representative to investigate, clarify or correct the Problem and if appropriate, to give written clarification or correction to **all** prospective Bidders as soon as is reasonably possible prior to the receipt of Bids. The breach of this duty will thereafter bar the Bidder from all claims for time and/or money to the extent related to, or arising out of, such Problem. The purposes of this provision are to correct errors at the earliest possible time, to put all bidders on equal footing as to such Problem, and to eliminate later claims that could have been avoided.

- 16) "Equal" Items and Substitutions: Bids must be based on products and systems specified, or listed by name, in Contract Documents or listed by name in Addenda. As to all items specified by name, the bid may include an "equal" which must be approved by the City or its authorized representative.
- a) Any Bidder may request the City or its authorized representative to approve an "equal" prior to Bid opening -- and all Bidders are encouraged to do so as soon as possible if their Bid will include an unapproved "equal". However, no Bidder is required to make such a request and a decision on the request is not required to be made prior to the expiration of the period described in subparagraph (d) below.
 - b) If an "equal" item is approved prior to Bid opening, it must be listed on an Addenda to all prospective Bidders.
 - c) Requests for approval of an "equal" must contain sufficient information to assess acceptability of product or system and impact on the Project. Insufficient information shall be ground for non-approval.
 - d) Nevada law requires that the Contractor may submit data substantiating a request for approval of an "equal" up to seven (7) business days after the award.
 - e) If the request for approval of an "equal" is not given, the Bidder's Bid must be deemed nonresponsive (and the award rescinded if it has been made).
 - f) Substitutions may be requested after the Contract has been signed only in accordance with requirements specified in the General Conditions and Specifications.
- 17) Bids will be received at the City Clerk's Office at **1751 College Avenue, Elko, Nevada**. Bids will be opened in a conference room at the City offices.

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

**City of Elko
1751 College Avenue
Elko, Nevada 89801**

- b. Mark envelopes: **BID FOR: HOT PLANT MIX ASPHALT – 2019
Project for: City of Elko, Nevada**

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

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

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

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

- (a) DELETE SECTION a. (1) a.: (POLLUTION) “BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO.”
- (b) DELETE SECTION a.(1) b.: “OTHERWISE IN THE COURSE OF TRANSIT BY THE INSURED.”

Such policy shall include the MCS-90 Endorsement. If the City is scheduled as an additional insured, the policy shall be endorsed to

specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

- 2) Commercial General Liability Insurance on a form at least as broad as the standard ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00010196), covering liability for bodily injury and property damage. Such insurance shall provide coverage for all operations and include independent contractors, products and completed operations, blanket contractual liability coverage including, to the maximum extent possible, coverage for the liability assumed by the indemnity provisions of this agreement, broad form property damage coverage, coverage for explosion, collapse, and underground hazards, and personal and advertising injury liability coverage. The limits of such insurance shall not be less than \$2,000,000 per occurrence, \$2,000,000 annual General Aggregate, and \$2,000,000 products and completed operations aggregate.
- 3) Worker's Compensation Insurance no less than the amount required by Nevada law, and Employers Liability Insurance at limits no less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee and policy limit for bodily injury by disease.

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

- a) Naming the City and all of its Council members, representatives, employees and agents as additional insured, but only with respect to liability arising out of the activities of the named insured (the endorsement for the Commercial General Liability form shall be equivalent to ISO form CG 20 10, 11/85);
- b) The policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;
- c) Written notice of any cancellation or of any limits reduction change in the policy shall be mailed to the City at least 30 days in advance of the effective date thereof; and
- d) The insurance shall be primary insurance and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by the insurance for the named insured.

b. Contract Documents:

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

Failure to properly and timely submit this document entitles the City Council to reject the bid as non-responsive, not issue a Notice of Award, and award the Contract to another Bidder.

- 19) Any bid protest must be submitted in writing to **City legal counsel, David M. Stanton, of Goicoechea, Di Grazia, Coyle & Stanton, Ltd., 530 Idaho Street, Elko, Nevada 89801** before 5 p.m. of the FIFTH business day following bid opening.
 - a. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated. The protest must refer to the specific portions of all documents which form the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders with a direct financial interest which may be adversely affected by the outcome of the protest and/or who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - b. The City and/or legal counsel for the City Council may conduct an investigation into the protest. The City Council will issue its discretionary decision on the protest at a regularly noticed meeting. If The City Council determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract award.
 - c. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing any legal proceedings.
 - d. One acceptable, but not required method of submission of the protest to David M. Stanton is by fax to 775-738-4220.
 - e. A person filing a notice of protest may be required by the City at the time the notice of protest is filed, to post a bond with a good and solvent surety

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

- f. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the City on the protest.
 - g. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City has made a determination on the protest and awarded the contract.
 - h. Neither the City, nor any authorized representative of the City, is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.
 - i. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.
- 20) The City Council reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if the City Council believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is not responsible. The City Council also reserves the right to waive informalities not involving price, time or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.
- 21) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
- 22) In evaluating Bids, the City Council will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such

alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The City may conduct such investigations as the City Council deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

- 23) Bidders and their sub-contractors desiring to Bid on the work must be contractors and sub-contractors properly licensed, at the time of Bid opening, to perform all work bid under the Nevada State Contractors Law.
- 24) If the contract is to be awarded, in accordance with NRS 332.065(1), the award will be made to the lowest responsive and responsible Bidder. The lowest responsive and responsible Bidder must be judged on the basis of price, conformance to specifications, Bidders' qualifications including the Bidders' past performance in such matters, quality and utility of services, supplies, materials or equipment offered and their adaptability to the required purpose and in the best interest of the public, each of the factors being considered.
- 25) The City must give preference to recycled products in accordance with NRS 332.065(2).
- 26) No Bids may be withdrawn within a period of **60** calendar days from the opening date of the Bids, and then only in case Award of the Contract has not been made.
- 27) City telephones **WILL NOT** be available for any Bidder's use prior to Bid opening.
- 28) The City is a public agency under Nevada law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of NRS). Bidders are advised that once a Bid is received, its contents will become a public record subject to public inspection and copying.
- 29) **Construction Industry Required OSHA 10 Hour & 30 Hour Training & Certification:** All Contractor personnel on-site shall have current OSHA 10 & 30 hour Construction Industry Safety Training and Certification as required by State of Nevada and City of Elko requirements. The Contractor's personnel shall carry OSHA training proof of certification cards when on the jobsite. The Contractor shall submit a copy of the each worker's OSHA certification prior to commencement of work on the project.
- 30) **Contract Time:** The Contract Time as stated in the Contract between City and General Contractor is May 14, 2019 to November 30, 2019, unless by mutual agreement in writing or climatic conditions warrant ceasing the manufacturing of hot plant mix asphalt materials. The City of Elko has the option to increase the quantity of any material by one hundred percent (100%) or

decrease the quantity of any material by fifty percent (50%).

At any time during the contract period, the City of Elko may request to have the materials delivered to a specified location. There will be no set tonnage to be hauled by the Contractor.

- 31) The successful bidder shall have materials available for delivery or pickup no later than the date of **May 14, 2019**, which will be set forth in the Notice to Proceed, unless weather conditions prohibit. The above-mentioned materials shall be made available upon request by the City of Elko Public Works Director or department representative for approximate quantity. Request for delivery with location or when it will be picked up will be given at this time. Forty-eight (48) hours prior notice will be given unless emergency conditions require otherwise.
- 32) The Contractor shall notify the City of Elko in writing and when submitting monthly billings, the monthly quantities of the hot plant mix along with a total, to date quantity listing for each type of material. Monthly billings shall indicate whether materials were picked up by City forces or were delivered to a site designated by City staff.

The method of monthly payments to the Contractor shall be in lump sum form. Based upon monthly billing submittal, total tonnage multiplied by unit cost per ton for Contractor delivered Type 2 and Type 3 hot plant mix, and monthly billing submittal total tonnage multiplied by unit cost per ton for City forces hauled, Type 2 and Type 3 hot plant mix. Payment by the City of Elko will be within thirty (30) days of monthly billing acceptance.

- 33) The Contractor shall supply weight slips for each load to either the Public Works Director or authorized department representative. The weight slip shall contain gross, net and tare weights, what type of hot plant mix. If Contractor's equipment was used to move material to a specified location the Contractor's driver shall give said weight slip to Public Works Director or authorized department representative. The weight scales used must have been inspected and certified by the State of Nevada for 2019. Contractor shall make copy of said certification available upon request.
- 34) The Contractor shall furnish approximately **1,000 tons of Type 2 and 2,000 tons of Type 3 hot plant mix** conforming to the most current edition of the Standard Specifications for Public Works Construction (Orange Book).

- 35) The Contractor shall furnish, with the submitted bid proposal, the material source location. Sieve analysis test results shall be supplied to the City of Elko at 500-ton intervals for all types of hot plant mix. Additional tests may be required if any test results indicate non-conformance to requirements. Testing is to be done by qualified testing laboratory licensed in the State of Nevada. Contractor shall be responsible for cost of all quality assurance testing.

- 36) Bituminous materials acceptable for use shall include PG64-22. Contractor shall list material type on delivery slips and material shall conform to specifications for each type of material offered. Reference for specification Section 201: Bituminous Materials as listed in the most current edition of the Standard Specifications for Public Works Construction (Orange Book).

- 37) Plantmix Bituminous Pavement shall be provided in accordance with applicable Section 320 requirements listed within the most current edition of the Standard Specifications for Public Works Construction (Orange Book).

END OF DOCUMENT

CITY OF ELKO
BID FORM
(MUST BE USED FOR BID SUBMITTAL)
HOT PLANT MIX ASPHALT – 2019

Proposal of _____, (hereinafter called "Bidder"),

a _____ [corporation / a partnership / an individual]
(State) (circle appropriate listing above)

doing business as _____,

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

HOT PLANT MIX ASPHALT – 2019

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

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

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of contract and the special provisions, plans and specifications therein referred to and made a part thereof; the bidder proposes and agrees if this proposal is accepted, that the undersigned will contract with the City of Elko, in the form of contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract and annexed special provisions, plans and specifications, in the manner and time prescribed and according to the requirements of the City as set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that the undersigned will accept in full payment therefore the following unit prices:

**CITY OF ELKO
BASE BID FORM
HOT PLANT MIX ASPHALT - 2019**

Item No. & Work Description	Unit	Bid Amount
1. Delivered PG64-22 Type 2 Hot Plant-mix @ _____ _____ Per Ton	Per Ton	\$ _____
2. Picked-up at Plant PG64-22 Type 2 Hot Plant-mix @ _____ _____ Per Ton	Per Ton	\$ _____
3. Delivered PG64-22 Type 3 Hot Plant-mix @ _____ _____ Per Ton	Per Ton	\$ _____
4. Picked-up at Plant PG64-22 Type 3 Hot Plant-mix @ _____ _____ Per Ton	Per Ton	\$ _____

Material Source Location:

Aggregate: _____
Bituminous Materials: _____

Plant Location and Type: _____

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

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

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

If this Proposal shall be accepted and the undersigned fails to contract as aforesaid and present evidence of required liability insurance and licenses within **twenty (20) calendar days** after the bidder has received the "Notice of Award" of the contract from the City of Elko; the Mayor and the City Council may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and acceptance thereof shall be null and void.

Contract time period is from May 14, 2019, to November 30, 2019, unless by mutual agreement in writing or climatic conditions warrant ceasing the manufacturing of hot plant mix asphalt materials. The City of Elko has the option to increase the quantity of any material by one hundred percent (100%) or decrease the quantity of any material by fifty percent (50%).

The Contractor acknowledges and agrees that if the contractor fails to complete substantially, or cause the substantial completion of a portion of the work within the contract time, the owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the owner and the contractor agree as follows in this paragraph:

- (a) If the contractor fails to achieve substantial completion of the work within the contract time and as otherwise required by the contract documents, the owner shall be entitled to retain or recover from the contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first business day following expiration of the contract time and continuing until the actual date of substantial completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the owner will incur as a result of delayed completion of the work: a minimum of **two hundred fifty (\$250.00) dollars per calendar day**.
- (b) The owner may deduct liquidated damages from any unpaid amounts then or thereafter due the contractor under this agreement. Any liquidated damages not so deducted from any unpaid amounts due the contractor shall be payable to the owner at the demand of the owner, together with interest from the date of the demand at a rate equal to the lower of the Federal Treasury Bill Rate or the highest lawful rate of interest payable by the contractor.
- (c) If, and to the extent that, the contractor is delayed in the progress of the work by an act or neglect of owner, authorized representative or a separate contractor employed by owner (owner delay), contractor may apply for an extension of the contract time in accordance with the contract documents, but

owner delay will not bar owner from recovery of damages for contractor delay beyond the contract time, as extended.

- (d) If, and to the extent that, the owner can meet the burden of proving that owner has suffered actual damages as a result of contractor delay substantially in excess of the assessable liquidated damages, the owner may retain or recover the excess actual damages in addition to the liquidated damages.
- (e) Regardless of the owner's retention or recovery of liquidated damages for the period of the delay up to the date of substantial completion, the owner may recover actual damages for breach of contract by the contractor accruing thereafter until final completion, such as for the contractor's failure to fully and timely complete uncompleted work (i.e., "punchlist" items).
- (f) Liquidated damages for delay shall only cover administrative, overhead and loss of public use damages suffered by owner as a result of delay. Liquidated damages shall not cover the cost of completion of the work, damages resulting from defective work, damages suffered by others who then seek to recover their damages from owner (for example, delay claims of other contractors, subcontractors, or tenants), and defense costs thereof.

Bidder acknowledges receipt of the following addendum:

The undersigned currently holds a valid Nevada State Contractors license.

License Classification(s) and Number: _____

City of Elko Business License Number: _____

BIDDER NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: (_____) _____ FAX: (_____) _____

BY: _____

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

TITLE: _____

The following signature indicates that bidder has inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda).

The failure or omission of any bidder to examine the site or any form, instrument or document shall in no way relieve any bidder from any obligation in connection with this Bid Proposal to perform the Work as required.

SIGNATURE OF AUTHORIZED PERSON: _____

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

EXHIBIT 3 - EXPERIENCE QUALIFICATIONS

(To Accompany Bid Form)

By signing this form, the Bidder verifies that he/she has been engaged in the contracting business under the present business name for the previous five (5) years.

The Bidder must have previous experience in work similar to the Project. In order to demonstrate this to the City, the Bidder must provide references and contract amounts for previous projects of similar type and complexity to the Project. These references and contract amounts must have been parties to the same contracts as Bidder with respect to projects of this type.

Similar Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #

In addition to the above references (unless the same), the Bidder must list references and contract amounts for recent projects that have been satisfactorily completed, together with the corresponding information requested in the following table:

Recent Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #

By signing this form, the Bidder verifies that he/she has never failed to satisfactorily

complete a contract to which he/she was a party, except as follows (attached additional sheets if required):

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

Attach additional sheets if required.

SIGNED: _____

DATE: _____

**CITY OF ELKO
HOT PLANT MIX ASPHALT – 2019**

**DESIGNATION OF SUBCONTRACTORS
(To Accompany Bid Form)**

Each Bidder shall set forth below, the indicated information for each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work.

If the Contractor fails to specify a subcontractor for any portion of the work as above stated, contractor agrees to perform that work.

The Contractor shall not, without written consent of the City of Elko or authorized representative, make any substitutions, alterations, or additions to the following list of subcontractors, which is made a part of this proposal.

Subcontractor Name	Shop, Mill or Office Address	Class Portion of Work	Percent of Work Done

SIGNED: _____

DATE: _____

**CITY OF ELKO
CONTRACT**

THIS CONTRACT, made and entered into this ____ day of _____ 2019 ____, in the amount of (\$_____

(words) by and between the City of Elko, hereinafter called the City of "Owner", acting herein through its Mayor, Party of the first part, and

(Corporation, partnership, or individual doing business as)

of _____, County of _____,

State of _____, Party of the second part, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the City, for the consideration and Contract hereinafter mentioned and contained to be made and performed by the Contractor, approved by the City Attorney and hereunto annexed, that the Contractor shall and will at Contractor's own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City of Elko, the **HOT PLANT MIX ASPHALT – 2019**, hereinafter called the "Project", together with incidental items necessary to complete the work in strict conformity in every part and particular special provisions and standard specifications which are made a part hereof, and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the prices set forth in the Bid Proposal Schedule of Prices hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Engineer and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to do all the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract Documents. The said Contractor hereby further agrees, that the payment of the final amount due under this contract shall release the City of Elko from any and all claims or liability on

account of work performed under this contract other than such claims, if any, as may be specifically accepted by the Contractor in writing at the time final payment is made.

The Contractor further agrees that no moneys payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor further agrees to promptly repair, replace, restore, or rebuild, as the City may determine, any finished work in which defects or materials or workmanship may appear or to which damage may occur, because of such defects, during a one (1) year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, which this instrument shall control and nothing herein shall be considered an acceptance of the said terms or said proposal conflicting therewith.

The Contract Documents shall include the following, all of which are made a part hereof and collectively evidence and constitutes the Contract:

1. The advertised Invitation to Bid.
2. The Instructions to Bidders.
3. The Bid Proposal by the Contractor.
4. Bidder Experience Qualifications.
5. Designation of Subcontractors.
6. Affidavit of Non-Collusion.
7. This Contract.
8. Notice of Award
9. Notice to Proceed
10. General Provisions
11. Technical Specifications
12. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

The Contractor hereby agrees that if the contractor fails to complete substantially, or cause the substantial completion of a portion of the work within the contract time, the owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the owner and the contractor agree as follows in this paragraph:

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

owner will incur as a result of delayed completion of the work: **two hundred fifty (\$250.00) dollars per calendar day.**

- (b) The owner may deduct liquidated damages from any unpaid amounts then or thereafter due the contractor under this agreement. Any liquidated damages not so deducted from any unpaid amounts due the contractor shall be payable to the owner at the demand of the owner, together with interest from the date of the demand at a rate equal to the lower of the Federal Treasury Bill Rate or the highest lawful rate of interest payable by the contractor.
- (c) If, and to the extent that, the contractor is delayed in the progress of the work by an act or neglect of owner, Authorized representative or a separate contractor employed by owner (owner delay), contractor may apply for an extension of the contract time in accordance with the contract documents, but owner delay will not bar owner from recovery of damages for contractor delay beyond the contract time, as extended.
- (d) If, and to the extent that, the owner can meet the burden of proving that owner has suffered actual damages as a result of contractor delay substantially in excess of the assessable liquidated damages, the owner may retain or recover the excess actual damages in addition to the liquidated damages.
- (e) Regardless of the owner's retention or recovery of liquidated damages for the period of the delay up to the date of substantial completion, the owner may recover actual damages for breach of contract by the contractor accruing thereafter until final completion, such as for the contractor's failure to fully and timely complete uncompleted work (i.e., "punchlist" items).
- (f) Liquidated damages for delay shall only cover administrative, overhead and loss of public use damages suffered by owner as a result of delay. Liquidated damages shall not cover the cost of completion of the work, damages resulting from defective work, damages suffered by others who then seek to recover their damages from owner (for example, delay claims of other contractors, subcontractors, or tenants), and defense costs thereof.

The contractor represents and warrants the following to the owner (in addition to any other representations and warranties contained in the contract documents) as an inducement to the owner to execute this agreement, which representations and warranties shall survive the execution and delivery of this agreement, any termination of this agreement and the final completion of the work:

1. **Solvent.** That it is, and its subcontractors are, financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the work and perform all obligations hereunder;
2. **Ability to Complete Work.** That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the work and perform its obligations hereunder, within the contract completion time;
3. **Authorized to do Business.** That it is authorized to do business in the State of Nevada and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the work and

- the project, including, without limitation, a Nevada contractor's license in good standing that authorizes the contractor to perform the work;
4. **Authority to Execute Contract.** That its execution of this agreement and its performance thereof is within its duly authorized powers;
 5. **On-Site Observations.** That its duly authorized representative has visited the site of the project, is familiar with the local and special conditions under which the work is to be performed and has correlated on-site observations with the requirements of the contract documents; and
 6. **Level of Expertise.** That it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of this particular project, and that it will perform the work with the care, skill and diligence of such a contractor.
 7. **Understanding of Law and Conditions.** Contractor has visited the site and has examined thoroughly and understood the nature and extent of the contract documents, work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by contractor and safety precautions and programs incident thereto.
 8. **Review of Reports.** Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for bidding purposes, of physical conditions, including underground facilities, which are identified in any report of geotechnical data and existing conditions, or which may appear in the drawings, and accepts the determination set forth in these documents and all other contract documents. Contractor agrees that except for the information so identified, contractor does not and shall not rely on any other information contained in such reports and drawings.
 9. **Subsurface Conditions.** Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 8.8 above) which pertain to the subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of work, as contractor considers necessary for the performance or furnishing of work at the contract sum, within the contract time, including specifically the provisions of the general conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by contractor for such purposes.
 10. **Unforeseen Subsurface Conditions.** Contractor will promptly notify owner or authorized representative in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents. Owner or authorized will promptly investigate those conditions and advise owner in writing if further surveys or subsurface tests are

necessary. Promptly thereafter, owner will obtain the necessary additional surveys and tests and furnish copies to contractor. If owner or authorized representative finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the contract documents, a change order shall be issued incorporating the necessary revisions.

11. **Correlation of Knowledge.** Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the contract documents.
12. **Disclosure of Ambiguities or Errors.** Contractor has given owner or authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the contract documents and as-built and actual conditions and the written resolution thereof by owner or authorized representative is acceptable to contractor.
13. **General Warranties.** The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the contractor by law with respect to the contractor's duties, obligations and performance hereunder. The contractor's liability hereunder shall survive the owner's final acceptance of and payment for the work. All representations and warranties set forth in this agreement, including, without limitation, this Article, shall survive the final completion of the work or the earlier termination of this agreement.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above-mentioned.

OWNER: CITY OF ELKO, NEVADA

BY: _____
Mayor: Reece Keener

ATTEST:

BY: _____
City Clerk: Kelly Wooldridge

(SEAL)

CONTRACTOR: _____

BY: _____
(Typewritten or Printed Name)

SIGNATURE: _____

TITLE: _____

ATTEST:

BY: _____
(Typewritten or Printed Name)

SIGNATURE: _____

(SEAL)

I hereby certify that I have examined the written contract and find the same to be in accordance with the Elko City Code.

David M. Stanton BY: _____

Attorney of the City of Elko Nevada Date: _____

NOTE: If Contractor is a corporation, Secretary should attest and affix the seal.

**CITY OF ELKO
NOTICE OF AWARD**

To: _____

DATE: _____

PROJECT: **HOT PLANT MIX
ASPHALT - 2019**

Pursuant to the City Council acceptance of your submitted proposal, this form shall be the formal Notice of Award.

You are hereby notified to execute the Contract and present evidence of required liability insurance and being licensed within **twenty (20) calendar days** after receipt of the "Notice to Award."

Contractor: _____

By: _____
Authorized Company Representative

Date: _____

Title: _____

Owner: CITY OF ELKO, NEVADA

By: _____

DATE: _____

Title: Public Works Director

Return signed copy to:

City of Elko
Clerk's Office
1751 College Avenue
Elko, Nevada 89801

along with aforementioned document(s) requested.

**CITY OF ELKO
NOTICE TO PROCEED**

To: _____

DATE: _____

PROJECT: **HOT PLANT MIX
ASPHALT - 2019**

Contract time period is from May 14, 2019 to November 30, 2019, unless by mutual agreement in writing or climatic conditions warrant ceasing the manufacturing of hot plant mix asphalt materials. The City of Elko has the option to increase the quantity of any material by one hundred percent (100%) or decrease the quantity of any material by fifty percent (50%).

Contractor: _____

By: _____
Authorized Company Representative

DATE: _____

Title: _____

Owner: CITY OF ELKO, NEVADA

By: _____

DATE: _____

Title: _____

RETURN SIGNED COPY TO:

City of Elko
Clerk's Office
1751 College Avenue
Elko, Nevada 89801
along with aforementioned document(s) requested.

**CITY OF ELKO
GENERAL PROVISIONS
HOT PLANT MIX ASPHALT – 2019**

PROJECT SPECIFICATIONS:

The "*STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION*", *Current Edition*, (Orange Book) as amended by the City of Elko shall be the Project Specifications. All sections shall apply except as specifically deleted or modified by these Supplementary Conditions or the Technical Specifications. Wherever these specifications refer to the agency, this reference shall mean the CITY OF ELKO and wherever these specifications refer to the Engineer, this reference shall mean **the City or authorized representative**.

LAWS, RULES, REGULATIONS, HEALTH, SAFETY AND OSHA TRAINING REQUIREMENTS:

Laws, Rules and Regulations

All workmanship and materials shall comply with all applicable laws, codes, rules and regulations, and the Contractor shall comply with all safety regulations which are applicable to his work, and particular attention for applicability shall be given to the United States Department of Labor Occupational Safety and Health Administration (OSHA) Standards, and the regulations of the State of Nevada in which the job is located. The responsibility for complying with all such laws, codes, rules and regulations, and safety standards shall be the responsibility of the Contractor. If the City is fined for any Contractor violations, these costs will be fully reimbursed by the Contractor.

Safety

In accordance with all OSHA safety regulations (29 CFR Part 1910 - 1926 inclusive) and the City of Elko's Safety and Confined Space programs, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all personnel and property during the performance of the work: to include supplying their personnel with proper personnel protective equipment (PPE), first aid kit, fire extinguishers, confined space equipment and air monitors, underground metal utility detectors, tools, necessary equipment and materials. This requirement will apply continuously and not be limited to normal working hours on City of Elko property.

The City will require of all Contractors the 30-hour supervisor and 10-hour employee OSHA certification training in CFR 1926 Construction Safety and Health before the work begins. All Contractors shall be responsible for the required certified training on equipment, tools, confined space and safety training, PPE, etc. The Contractor will produce these training documents as requested by the City.

Health and Safety in Employment

All applicable provisions in NRS Chapter 618 shall be incorporated in the construction practices for all employees directly engaged in the completion of any City of Elko project(s).