

**TOWN OF TONOPAH  
NYE COUNTY, NEVADA**

**TONOPAH ARCHERY RANGE**



**CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS**

## TABLE OF CONTENTS

### BID ADVERTISEMENT

ADVERTISEMENT FOR BID .....	3
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### INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS .....	4
ARTICLE 2 COPIES OF BIDDING DOCUMENTS .....	4
ARTICLE 3 QUALIFICATIONS OF BIDDERS .....	4
ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE .....	4
ARTICLE 5 INTERPRETATION AND ADDENDA .....	5
ARTICLE 6 BID SECURITY .....	5
ARTICLE 7 CONTRACT TIMES .....	5
ARTICLE 8 LIQUIDATED DAMAGES .....	6
ARTICLE 9 SUBSTITUTE AND "OR-EQUAL" ITEMS .....	6
ARTICLE 10 PREPARATION OF BID .....	6
ARTICLE 11 SUBMITTAL OF BID .....	7
ARTICLE 12 MODIFICATION AND WITHDRAWAL OF BID .....	7
ARTICLE 13 OPENING OF BIDS .....	8
ARTICLE 14 BIDS TO REMAIN SUBJECT OF ACCEPTANCE .....	8
ARTICLE 15 EVALUATION OF BIDS AWARDS OF CONTRACT AND PROTEST PROCEDURES .....	8
ARTICLE 16 CONTRACT SECURITY INSURANCE .....	9
ARTICLE 17 SIGNING OF AGREEMENT .....	9
ARTICLE 18 D-U-N-S NUMBERS - SAM.GOV .....	9

### BID PACKET/CONTRACT DOCUMENTS

BID PROPOSAL FORMS .....	10
BIDDER'S CERTIFICATION OF COMPLIANCE - NV PREVAILING WAGE .....	15
CONTRACTOR'S LIABILITY INSURANCE .....	16
BID BOND .....	17
NOTICE OF AWARD .....	18
AGREEMENT .....	19
PERFORMANCE BOND .....	21
PAYMENT BOND .....	22
NOTICE TO PROCEED .....	23
GENERAL CONDITIONS & TECHNICAL SPECIFICATIONS .....	24



## ADVERTISEMENT FOR BIDS

**NOTICE IS HEREBY GIVEN** that the **TONOPAH TOWN BOARD**, (Owner), Nye County State of Nevada, Post Office Box 151, Tonopah, Nevada 89049 will accept **SEALED BIDS** for the **TONOPAH ARCHERY RANGE** located at the Joe Friel Sports Complex on Ray Tennant Lane, Tonopah, NV 89049, more particularly described in the **CONTRACT DOCUMENTS**, now on file at the Town of Tonopah, 140 South Main Street, Tonopah, Nevada 89049 and on the Town website at [www.tonopahnevada.com/bids-and-other-contracts/](http://www.tonopahnevada.com/bids-and-other-contracts/).

A bid packet hereinafter referred to as “**CONTRACT DOCUMENTS**” which includes all bid documents which must be submitted by all persons desiring to bid on the proposed contract may be obtained at the Town of Tonopah website [www.tonopahnevada.com/bids-and-other-contracts/](http://www.tonopahnevada.com/bids-and-other-contracts/), requested by email: at [bbraska@tonopahnevada.com](mailto:bbraska@tonopahnevada.com) or in person at 140 South Main Street, Tonopah, Nevada 89049.

**SEALED BIDS** must be received at the Town Office by UPS, FedEx or in person at 140 South Main Street, Tonopah, Nevada 89049, USPS mail to Post Office Box 151, Tonopah, Nevada 89049, **NO LATER THAN 5:00 PM, JANUARY 24, 2024**, and **MUST BE** marked “**SEALED BID FOR: TONOPAH ARCHERY RANGE**”. No facsimile transmission or e-mail of any bid will be accepted. Bids must be submitted on **CONTRACT DOCUMENT** forms only. Bids will be opened, read aloud at the regular meeting of the Tonopah Town Board 6:00 pm **January 24, 2024**, at the Tonopah Convention Center, 301 Brougner Avenue, Tonopah, Nevada 89049.

Contractors bidding this project must be able to mobilize to the project site and commence with work within 10 days of the date agreed upon in the Award of Contract and Notice to Proceed, subject to execution of an acceptable Contract for services to be provided to the Town of Tonopah by the selected licensed CONTRACTOR.

The Town of Tonopah reserves the right to reject any or all bids or accept the bid which is deemed by the Town of Tonopah to be in the best interest of the Town. The Town of Tonopah reserves the right to waive any irregularities and/or informalities with the submitted bid forms.

## INSTRUCTIONS TO BIDDERS

### ARTICLE 1 - Defined Terms

- 1.01** Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplemental Conditions. Additional terms used in these Instructions to Bidders have the meaning indicated below which are applicable to both singular and plural thereof:
- a) *Bidder* -The individual or entity who submits a Bid directly to **OWNER**.
  - b) *Issuing Office* --The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing Office is **THE TOWN OF TONOPAH, TOWN BOARD, 140 SOUTH MAIN STREET, TONOPAH, NEVADA 89049, OR P.O. BOX 151, TONOPAH, NEVADA 89049.**
  - c) *Successful Bidder* --The lowest responsible Bidder submitting a responsive Bid to whom **OWNER** (on the basis of **OWNER's** evaluation as hereinafter provided) makes an award.

### ARTICLE 2 - Copies of Bidding Documents

- 2.01** Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.
- 2.02** Complete sets of Bidding Documents shall be used in preparing Bids; **OWNER** does **not** assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03** **OWNER** in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### ARTICLE 3 - Qualifications of Bidders

- 3.01** The bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

### ARTICLE 4 - Examination of Bidding Documents, Other Related Data and Site

Additional Owner Provided Information.

It is the responsibility of each Bidder before submitting a Bid to:

- a) Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- b) Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- c) Become aware of the general nature of the work to be performed as indicated in the Bidding Documents; Promptly give **OWNER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by **OWNER** is acceptable to Bidder; and

- d) Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques sequences, and procedures of construction that may be shown, indicated or expressly required by the Bidding Documents, that Bidder has given OWNER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by OWNER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 - Interpretations and Addenda**

- 5.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to OWNER in writing. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda delivered to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents as deemed advisable by the OWNER.
- 5.03 Addenda will be provided to each bidder obtaining a set of Bidding Documents.

## **ARTICLE 6 - Bid Security**

- 6.01 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 and in the form of a certified check or bank money order or a Bid bond issued by a surety.
- 6.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 6.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 7 - Contract Times**

- 7.01 The number of days within which or the dates by which, the Work is to be Substantially Completed and ready for final payment, are set forth in the Agreement.

## **ARTICLE 8 -Liquidated Damages**

**8.01** Provisions for liquidated damages are set forth in the Agreement.

## **ARTICLE 9 - Substitute and "Or-Equal" Items**

- 9.01** The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as described in the General Conditions, or those substitute materials and equipment approved by **OWNER** and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for Owner's clarification of materials and equipment considered "or-equal" prior to the Effective Date of Agreement must be received by the **OWNER** at least 10 days prior to the date for receipt of Bids. No item of material or equipment will be considered by the Owner as a substitute unless a written request for approval has been submitted by Bidder and has been received by the Owner at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 9.02** All prices that Bidder sets forth in its Bid shall 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.
- 9.03** If an award is made, **CONTRACTOR** shall be allowed to submit proposed substitutes and "or-equals" in accordance with the General Conditions.

## **ARTICLE 10 - Preparation of Bid**

- 10.01** The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Owner.
- 10.02** All blanks on the Bid Form shall be completed in ink and the Bid signed in BLUE ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.
- 10.03** A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.
- 10.04** A Bid by a partnership shall 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 shall be provided on the Bid Form.
- 10.05** A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 10.06** A Bid by an individual shall show the Bidder's name and business address.

- 10.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture must be provided on the Bid Form.
- 10.08 All names shall be printed in ink below the signatures.
- 10.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 10.10 The postal and email addresses and telephone number for communications regarding the Bid shall be shown.
- 10.11 A list of subcontractors is required and must include a description of the labor or portion of the work which each first-tier subcontractor name in the list will be provided. The Prime Contractor must list itself for any work not listed as being completed by a subcontractor.
- 10.12 A contractor whose bid is accepted shall not substitute a subcontractor for any subcontractor who is named in the bid unless the Town's authorized representative approves the substitution, and the substitution will not increase the bid.

#### **ARTICLE 11 - Submittal of Bid**

- 11.01 With each copy of the Bidding Documents, a Bidder is furnished with one separate unbound copy of the Bid Form and supplements. The unbound copy of the Bid Form is to be completed and submitted with all of the attachments outlined in the Bid Form.
- 11.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall 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 shall be enclosed in a separate envelope plainly marked on the outside with the notation "**BID ENCLOSED**". When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. Bids delivered via facsimile will not be accepted and will be returned to the Bidder. A mailed Bid shall be addressed to **the OWNER** at the address listed on the form.
- 11.03 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 12 - Modification and Withdrawal of Bid**

- 12.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the 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.
- 12.02 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, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's error in judgment in preparing the Bid.

## **ARTICLE 13 - Opening of Bids**

- 13.01** 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 alternatives, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 14 - Bids to Remain Subject to Acceptance**

- 14.01** All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 15 -Evaluation of Bids, Award of Contract and Protest Procedures**

- 15.01** OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be not responsible. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 15.02** 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.
- 15.03** 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.
- 15.04** In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 15.05** OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. If the Contract is to be awarded, OWNER will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered.
- 15.06** Bid Protest Procedure -Any protest of the proposed contract award shall be submitted in writing to the OWNER on or before 5 p.m. of the fifth working day following the day upon which the **BIDS ARE OPENED**. The protest must include a bond, or other form of security acceptable to the OWNER, in an amount equal to 10% of the bidder's bid price (including any alternates being recommended for award) or \$150,000, whichever is less, the name, address, and telephone number of the person representing the protesting party. In addition, the party filing the protest must have submitted a bid for the Project.
- a) The subcontractor of a party filing a bid for the Project may not submit a bid protest.
  - b) The protest must contain a complete statement of the basis for the protest and refer to the specific portion of the Contract Documents or the specific statute that forms the basis for the protest.
  - c) The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee. Any Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest under NRS 338.142 or filing of any other legal proceedings.



The **OWNER** shall review all timely protests prior to the award of contract. The **OWNER** shall not be required to hold an administrative hearing to consider any protests but may do so at its option. At the time of the **Owner's** consideration of the project award, the **OWNER** shall also consider the merits of any timely protests. The **OWNER** may either reject the protest and award the project to the lowest responsible bidder or accept the protest and award the project to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the **Owner's** right to reject all bids.

#### **ARTICLE 16 - Contract Security and Insurance**

**16.01** 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 shall be accompanied by such bonds and insurance documentation.

#### **ARTICLE 17- Signing of Agreement**

**17.01** When **OWNER** issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to **OWNER**. Within 30 days thereafter, **OWNER** shall deliver one fully executed counterpart of the Agreement to successful Bidder, together with printed and electronic copies of the Contract Documents of the General Conditions.

**17.02** This Contract is expected to be funded in part with Community Development Block Grant Funds (HUD) Refer to the Supplementary Conditions for Federal Requirements.

**17.03** Concurrence by the Funding Agency in the Award of the Contract is required before the Contract is effective.

#### **ARTICLE 18 - D-U-N-S Numbers-SAM.gov Registration**

**18.01** All bidders must obtain a Unique Employer Identifying Number through SAM.gov/D-U-N-S number prior to award of bid for the project. This number is a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants. Registration is done through the US Government's System for Award Management (SAM). Please visit sam.gov to register. In addition, the following websites will provide additional assistance in obtaining your D-U-N-S number - <http://www.sba.gov/content/getting-d-u-n-s-number>.

## BID FORM

**To: TOWN OF TONOPAH**  
**140 S. Main Street**  
**P.O. Box 151**  
**Tonopah, NV 89049**

**Project Title: TONOPAH ARCHERY RANGE**

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Nevada Contractors License No.: \_\_\_\_\_

Unique Entity ID (sam.gov): \_\_\_\_\_

**TOTAL BASE BID: \$** \_\_\_\_\_

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** on the form included in the Bidding Documents including Technical Specifications and also in accordance with the "Standards Specifications and Details for Public Works Construction" Most current Revised Editions, and amendments (orange book) to perform and furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, incidental items and permits (except as otherwise stated in the Contract Documents) for the construction of the project 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.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information if applicable and has utilized all data which he believes pertinent from the Owner, the Town of Tonopah and other sources in arriving at his conclusion.

### BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such a longer period of time that Bidder may agree to in writing upon request of **OWNER**.

## CONTRACT EXECUTION

The Bidder agrees that if this Proposal is accepted, he will, within **Fifteen (15)** calendar days, after Notice of Award, enter into Contract with the Owner and will at that time, deliver to the Owner the proof of insurance as required herein, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days from the date agreed upon in the "Agreement", and after receipt of the Notice to Proceed and complete the **TONOPAH ARCHERY RANGE**, in all respects no later than **ONE HUNDRED AND TWENTY (120) calendar days** thereafter.

## BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that: a) Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges receipt of the following Addenda:

Addenda # and Date: \_\_\_\_\_

Addenda # and Date: \_\_\_\_\_

Addenda # and Date: \_\_\_\_\_

The bidder is familiar with and is satisfied with all the Federal, State and local Laws and Regulations that may affect cost, progress and performance of the Work.

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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on:

- 1) The cost, progress, and performance of the Work;
- 2) The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder;  
and
- 3) Bidder's safety precautions and programs.

Bidder is aware of the general nature of the Work to be performed by Owner and others as it relates to the work as indicated in the Bidding Documents.

Bidder has given **OWNER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by **OWNER** is acceptable to Bidder.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the "Agreement" and the "Notice to Proceed" and to fully complete the project within **ONE HUNDRED AND TWENTY (120)** consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

The Bidder agrees to perform all the work described in the Contract Documents for the following unit prices and/or lump sum as indicated.

### **BID PRICES**

The Bidder agrees to accept as full payment for all the Work proposed under this Project, as herein specified and as shown on the Drawings, based on the undersigned's own estimate of quantities and costs, the following UNIT prices:

This Bid is Submitted by: \_\_\_\_\_

Bidders Business Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

State Contractor License No. \_\_\_\_\_ Tax ID No. \_\_\_\_\_

Employer's Unique Entity ID: \_\_\_\_\_ (SAM.gov) Date Bid Submitted: \_\_\_\_\_

### **If Bidder is:**

#### **An Individual:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Doing Business As: \_\_\_\_\_

#### **A Partnership:**

**(SEAL)**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature of General Partner – Attach Evidence of Authority to Sign

Name (Printed): \_\_\_\_\_

**A Corporation**

**(SEAL)**

Name of Corporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Type of: \_\_\_\_\_  
General, Professional Svc's, Limited Liability, etc.

By: \_\_\_\_\_  
Signature – Attach Evidence of Authority to Sign

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature of Corporate Secretary

Date of Qualification to do Business in Nevada: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A Joint Venture**

**(SEAL)**

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of First Joint Partner – Attach Evidence of Authority to Sign

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Second Joint Partner – Attach Evidence of Authority to Sign

Title: \_\_\_\_\_

Each Joint Venturer must sign. The manner of signing for each individual and corporation that is a party to the Joint Venture should be in the manner indicated above.

### BASE BID SCHEDULE

Item No.	Description	Unit	Unit Price	Bid Amount
<b>TOTAL BASE BID</b>				<b>\$</b>

### ADDITIVE ALTERNATES

Item No.	Description	Unit	Unit Price	Bid Amount
A1				
A2				

Bidder acknowledges that:

- a. The Bid Award will be based upon the Base Bid only. Additive Alternates, if any, will be selected after award of the Contract for the prices stated.
- b. Each Bid Unit Price includes an amount considered by the Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item; and
- c. Each Bid Prices includes all sales taxes (if applicable).

**REQUIRED:** In addition to the Bid Form, ATTACH the following are as part of the bid packet:

- 1) Required Bid Security
- 2) Experience Qualifications
- 3) Designation of Subcontractors (attach complete list of Subcontractors to be used on the Job if applicable)
- 4) Nevada Prevailing Wage Certification

**CERTIFICATION OF BIDDER REGARDING PENALTIES FOR NON-COMPLIANCE  
WITH NEVADA PREVAILING WAGE REQUIREMENTS**

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This Contract is for a public works project as set forth in Nevada Revised Statutes (NRS) Chapter 338.
2. A Contractor engaged on public works shall forfeit, as a penalty to the public body on behalf of which the Contract has been made and awarded to the Contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each of the workmen employed on the public works project is:
  - a. Paid less than the designated rate for any work done under the Contract, by the Contractor or any Subcontractor under the Contractor.
  - b. Not reported to the Labor Commissioner and the Public Body Awarding the Contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commission.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signer

Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

## **CONTRACTOR'S LIABILITY INSURANCE**

General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations:

General Liability which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products-Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.
- f. Excess or Umbrella Liability:
  - 1) General Aggregate \$1,000,000
  - 2) Each Occurrence \$1,000,000 Automobile Liability
- g. Bodily Injury:
  - 1) Each Person \$1,000,000
  - 2) Each Accident \$1,000,000
- h. Property Damage:
  - 1) Each Accident \$1,000,000
  - 2) Combined Single Limit of \$1,000,000

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
  - 1) Each Accident \$1,000,000
  - 2) Annual Aggregate \$1,000,000
- b. Property Damage:
  - 1) Each Accident \$1,000,000
  - 2) Annual Aggregate \$1,000,000

### **Nevada State Industrial Insurance**

Contractor shall purchase and maintain for the period of the Contract, full Nevada State Industrial Insurance coverage for all persons whom it employs or may employ in performing or furnishing any of the work under the Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable Nevada State Industrial Insurance laws, including any amended laws taking affect during the term of the Contract. Before beginning work under the Contract, Contractor shall furnish Owner a Certificate of Compliance with the Nevada State Industrial Insurance Act as required by NRS Chapter 616.



**BID SURETY**  
(To Accompany Bid Form)

**KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,**  
\_\_\_\_\_, as **PRINCIPAL,**  
\_\_\_\_\_, as **SURETY,** and  
\_\_\_\_\_, are hereby held and firmly bound unto  
the **TOWN OF TONOPAH, NYE COUNTY, NEVADA,** as **OWNER** in the penal sum of at least **FIVE (5) PERCENT**  
of the total amount of bid equal to:

\_\_\_\_\_  
(Written Form)

\$\_\_\_\_\_ for the payment of which, well and truly to be made we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal is herewith submitting to the **TOWN OF  
TONOPAH, NEVADA,** a certain Bid for the:

**TONOPAH ARCHERY RANGE**

**NOW THEREFORE,**

- a) If the Principal shall not withdraw said Bid within (30) days after the opening of the same, or
- b) If said Bid shall be rejected, or in the alternate,
- c) If said Bid shall be accepted and the Principal shall within **FIFTEEN (15)** calendar days after receipt of Notice to Award, execute and deliver a contract in the form of Contract specified in the Contract Documents (properly completed in accordance with said Bid) and shall furnish a bond with good and sufficient surety or sureties for his faithful performance of said Contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect and the Principal and Surety will pay unto the Owner the penal sum hereof; it being expressly understood and agreed that the liability of the Surety for any all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the **OWNER** may accept such Bid; and said Surety does not hereby waive notice of any such extension.

**IN WITNESS WHEREOF,** the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto Affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**(SEAL)**

**NOTICE OF AWARD**

TO:

PROJECT:

The owner has considered the bid proposal submitted by you for the above referenced project. You are hereby notified that your proposal has been accepted for the TONOPAH ARCHERY RANGE in the amount of:

TOTAL BASE BID \_\_\_\_\_

The Information for Bidders requires you to execute this Agreement within fifteen (15) days from the date of this notice.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

OWNER:           Town of Tonopah  
                      Nye County, Nevada

BY: \_\_\_\_\_  
                      Chairman

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BY: \_\_\_\_\_  
\_\_\_\_\_  
Title

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the **TOWN OF TONOPAH, TOWN BOARD**, Tonopah, Nye County, State of Nevada, by the Chairperson hereinafter called the “**Owner**” and \_\_\_\_\_, doing business as an *(indicate type of business) individual, Corporation, Partnership, or Joint Venture* hereinafter called the “**Contractor**”.

**WITNESSED:** that for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the following work on the **TONOPAH ARCHERY RANGE**.
2. The Contractor will furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Documents no later than \_\_\_\_\_ and will complete the same within **ONE HUNDRED AND TWENTY (120) CALENDAR DAYS**, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of \_\_\_\_\_ S (\$ \_\_\_\_\_) as shown on the bid schedule a copy of which is attached.
5. The term “Contract Documents” shall mean and include the following:
  - a. Notice and Instruction for Bidders
  - b. Information for Bidders
  - c. Bid Proposal
  - d. Bid Schedule
  - e. Notice of Award
  - f. Agreement
  - g. Payment Bond
  - h. Performance Bond
  - i. Certificate of Insurance
  - j. Notice to Proceed
  - k. General Conditions
  - l. Technical Specifications
6. The Owner will pay to the Contractor in the manner and at such times set forth in the General Conditions, such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in Triplicate, each of which shall be deemed an original on the date first above written.

**OWNER:**      **Town of Tonopah, Town Board  
Tonopah, Nye County, Nevada**

**BY:** \_\_\_\_\_  
**Chairman**

**ATTEST:** \_\_\_\_\_ **(SEAL)**  
**Clerk of the Board**

**CONTRACTOR:**

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
**Title**

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**EIN:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_ **(SEAL)**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## PEFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS** that:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called "Principal," and  
(An Individual, Corporation, Partnership, or Joint Venture)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the Town of Tonopah, 140 South Main Street, PO Box 151, Tonopah, Nevada, hereinafter called "Owner", and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part thereof for the construction of: **THE TONOPAH ARCHERY RANGE**

**WITNESS WHEREOF**, this instrument is executed in two parts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

**Witness as to Principal**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

**ATTEST:**

\_\_\_\_\_  
Witness as to Surety Attorney-in-Fact

By: \_\_\_\_\_

**NOTE:** Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute Bond.

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS** that:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called "Principal," and  
(An Individual, Corporation, Partnership, or Joint Venture)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the Town of Tonopah, 140 South Main Street, PO Box 151, Tonopah, Nevada, hereinafter called "Owner", and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part thereof for the construction of: **THE TONOPAH ARCHERY RANGE**

**NOW THEREFORE**, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of Work provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and for all labor costs incurred in such Work, including that by a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void, otherwise shall remain in full force and effect.

**WITNESS WHEREOF**, this instrument is executed in two parts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Witness as to Surety Attorney-in-Fact

\_\_\_\_\_  
Address

**PRINCIPAL:**

By: \_\_\_\_\_

\_\_\_\_\_  
Address

**SURETY:**

**PRINCIPAL:**

By: \_\_\_\_\_

\_\_\_\_\_  
Address

**NOTE:** Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute Bond.

**NOTICE TO PROCEED**

**DATE:**

**TO:**

**PROJECT: TONOPAH ARCHERY RANGE**

You are hereby notified to commence work on or about \_\_\_\_\_, in accordance with the Agreement dated \_\_\_\_\_ and you are to complete the work within **ONE HUNDRED AND TWENTY CALENDAR DAYS** thereafter. The date of completion of all work is therefore no later than \_\_\_\_\_.

**OWNER:** Town of Tonopah

**ACCEPTANCE OF NOTICE**

Receipt of above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

**CONTRACTOR:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Employer Identification Number**

\_\_\_\_\_

**Contractors License #:** \_\_\_\_\_

**GENERAL CONDITIONS AND  
TECHNICAL SPECIFICATIONS**