

NYE COUNTY AGENDA INFORMATION FORM

☒ Action
 ☐ Presentation
 ☐ Presentation & Action

Department: Finance		Agenda Date:	
Category: Regular Agenda Item		February 19, 2019	
Contact: Danielle McKee		Phone: 775-751-6391	Continued from meeting of:
Return to:	Location: Pahrump		Phone:
Action requested: (Include what, with whom, when, where, why, how much (\$) and terms) Discussion and deliberation regarding RFP #2018-13 – Property Abatement 2650 S. River Plate Dr.: 1) Award Bid #2018-13 – Property Abatement of Unhealthful Conditions to Morales Construction dba American Asbestos Remediation Specialists in the amount of \$58,886.00; 2) Execute the contract; and 3) Fund from 10101 Miscellaneous Overhead OR; 1) Reject the bid received; and 2) Direct Staff how to proceed with the Abatement Process.			
Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures. It is the recommendation of staff to award bid 2018-13 to Morales Construction dba American Asbestos Remediation Specialists. There was only one bid received. The BoCC determined the property to be a public health nuisance at the regularly scheduled BoCC meeting on August 7, 2018, OR, direct staff to reject bids and solicit quotes with a lessened scope of work to remediate the property of the nuisance.			
Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.			
Expenditure Impact by FY(s): (Provide detail on Financial Form)			
<input type="checkbox"/> No financial impact			

Routing & Approval (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date

☒ Place on Agenda

ITEM # 30

QUOTE #2018-13

CONTRACT

BETWEEN

THE COUNTY OF NYE

AND

American Asbestos Remediation Specialists

Nevada Contractor's License #67102

2941 Lorelie St
Pahrump, NV 89048

Phone: 775-751-2009

This Contract, entered into this 19th day of February, 2019, by and between **THE COUNTY OF NYE**, hereinafter referred to as "County", and Morales Construction, dba American Asbestos Remediation Specialists, hereinafter referred to as "Contractor."

WITNESSETH:

That the County and the Contractor, for the consideration hereinafter set forth, agree as follows:

ARTICLE I. SCOPE OF WORK

Contractor shall furnish all material and perform all work in a professional manner as set forth in the Contract Documents for Quote No. 2018-13.

Contractor further agrees to perform all extra work necessary in connection therewith and under the terms as stated in said Contract Documents; and at his (it's or their) own proper cost and expense, to furnish all the bonds, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the project in accordance with the terms and conditions and prices stated in said Contract Documents.

ARTICLE 2. NOTICE TO PROCEED, TIME OF COMPLETION, TERMINATION AND MODIFICATION

The Contractor shall not commence work, nor incur any expense therewith, before it is notified to proceed with the work. The work to be performed under this Contract shall commence within ten (10) business days of the commencement date set forth in the Notice to Proceed unless otherwise extended by written authorization by the Director of Planning.

The following performance periods shall apply:

[A] The work, including any or all options and alternatives identified in Article 10, shall be substantially completed no later than (14) fourteen work days from the date of the notice to proceed and the work shall be completed before the expiration of the Administrative Warrant for Entry, Seizure and Abatement. Time is of the essence.

In determining substantial completion and/or final acceptance, the parties agree that the County's Director of Planning shall be guided by principles of fairness and the efforts of the Contractor to comply with designated performance periods.

[B] TERMINATION

1. County shall have the right, at any time to terminate the Contract, without cause, with (10) ten calendar days' written notice of intent to terminate.
2. Upon termination of this Contract, other than for Cause, County shall pay Contractor for that part of the work satisfactorily completed to the date of such termination at the rates set forth in this Contract and all applicable documents which, by reference, are made a part hereto.

[C] MODIFICATION/CHANGE ORDER

This Contract may not be modified, amended, supplemented, or extended except by written instructions executed by the Contractor and Nye County Board of Commissioners.

ARTICLE 3. THE CONTRACT SUM

The County shall pay Contractor, \$ **58,886.00** as full compensation for furnishing all materials and labor and doing all the work in strict accordance with relevant plans and specifications and to the satisfaction of the County, amounts as set forth in this Contract

ARTICLE 4. PROGRESS PAYMENTS

The County shall make progress payments as follows: Partial payments may be made once each month, based upon progress estimates made by the Contractor and satisfactory to the County. The progress estimates shall be based upon the work completed and invoiced. The

County shall make said progress payment upon receipt, review and recommendation of the Director of Planning to the Board of County Commissioners. Ten percent (10%) of the amount ascertained will be deducted and retained by the County until after the completion of the entire Contract in an acceptable manner. After fifty percent (50%) of the work has been completed in an acceptable manner, the County may, at its discretion, reduce the amount retained to no less than five percent (5%) of the value of the completed work.

No monies payable under this Contract may be assigned by Contractor except upon prior written consent of the County.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

As soon as practical following completion of the work, the Contractor shall make a written request to the County for final inspection and acceptance of the work. If, in the County's sole discretion, all provisions of the specifications and Contract have been satisfied, the County will cause a Notice of Completion to be filed with the County Recorder.

After forty (40) calendar days, immediately following the filing of the Notice of Completion, the remaining balance shall be paid, providing that:

- [A] Contractor has submitted evidence satisfactory to the County that all payrolls, bills for material, interest or retention and all other indebtedness connected with the work have been paid;
- [B] Contractor has submitted evidence satisfactory to County that all subcontractors, if any, have been paid; and
- [C] No claims, liens or outstanding debts have been filed against the work.

In the event that claims, liens or outstanding debts are filed against the work, County shall continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

ARTICLE 6. STATUS AS INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee, servant, agent or representative of County. Contractor shall provide product in accordance with this Contract and all applicable documents, and any subsequent written agreements defining the nature and scope of the Services. As an independent contractor, Contractor shall not participate in the employee benefits available to County's employees.

Neither compliance or non-compliance by Contractor and Contractor's employees, agents, and representatives with the terms and provisions of this Contract shall affect Contractor's status as an independent contractor or relieve Contractor of any of Contractor's duties, liabilities, or obligations under this Contract.

ARTICLE 7. FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by Contractor shall constitute a material breach of Contract.

ARTICLE 8. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

A. Compensation Insurance. The Contractor shall procure and maintain, during the life of the Contract, Industrial Insurance as required by the Nevada Industrial Insurance Act, for all of his employees to be engaged in work at the site of the project under this Contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide such Industrial Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Industrial Insurance. In case any class of employees engaged in work on the project under this Contract is not protected under the Nevada Industrial Insurance Act, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

B. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Minimum limits for:

- | | | |
|-----|------------------------------|-------------|
| (1) | Personal injury or death | |
| | one person | \$1,000,000 |
| | one occurrence | \$2,000,000 |
| (2) | Property damage | |
| | one accident | \$1,000,000 |
| | aggregate liability for loss | \$2,000,000 |
| (3) | Vehicle liability | |

C. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or (2) insure the activities of each subcontractor in the amounts specified in subparagraph (b) hereof.

D. Scope of Insurance and Special Hazards. The insurance required under subparagraphs (b) and (c) hereof shall name the County and its officers, agents, Director of Planning and employees as a co-insured and provide adequate protection for the County and its officers, agents, Director of Planning and employees, and the Contractor and his subcontractors, respectively, against damage claims which may arise from Operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.

E. Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the County."

F. If the Contractor or any subcontractor fails to maintain the insurance required by this Contract, the County may obtain such insurance for the protection of the County, its officers, agents, Director of Planning, and other employees, and deduct and retain the amount of the premiums for such insurance from any sums payable to the Contractor under this Contract.

G. Contractor agrees to defend, indemnify and hold harmless the County, its agents and employees from any and all claims, causes of action, liability, loss, costs, reasonable attorney's fees, or other expenses arising from the performance of this Contract by Contractor or Contractor's agents or employees whether caused by the negligence or willful misconduct of Contractor, his agents, employees or affiliates. Contractor hereby indemnifies and shall defend and hold harmless the County, its officials, employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitration, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury, death or property damage, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of

anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the County, its agents and employees to the fullest extent permitted by law.

ARTICLE 9. THE CONTRACT DOCUMENTS

The Contract Documents shall include the following:

1. Invitation for Quote No. 2018-13;
2. The Bid by the Contractor (The Contractor's Proposal);
3. This Contract;
4. The General Instructions to Contractors;
5. The Special Provisions;
6. The specifications as set forth in the Special Provisions;
7. Any and all contract drawings, plans, maps, plat, blueprints and other drawings and printed or written explanatory or supplementary matter thereof, as may be set forth in said Contract Documents;
8. The Bid Bond, Performance Bond and Payment Bond;
9. All addenda issued by the Finance Department;
10. Contractor Qualification;
11. The Notice of Award;
12. Any amendments or addenda to all of the aforementioned documents; and
13. All provisions required by law to be incorporated in this Contract, whether actually incorporated or not;

ARTICLE 10. SELECTED ALTERNATES AND OPTIONS

The following options and alternates have been selected by the County and are herewith made part of the scope of work to be performed under this Contract;

Options: xx

Alternates: xx

ARTICLE 11. NO THIRD PARTY BENEFICIARY

This Contract and the rights and obligations arising there from are strictly for the benefit of the parties to this Contract. The parties agree that any benefit or detriment asserted by the third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit or detriment arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

ARTICLE 12. ASSIGNMENT AND SUBCONTRACTING

- A. Assignment. Contractor shall not assign its rights nor delegate its duties hereunder without prior written consent of County. The County may condition such consent.
- B. Subcontracting. Except as specifically detailed in the Contractor's Bid, Contractor shall not subcontract any part of the work hereunder without the prior written approval of County. The County may condition such consent.

ARTICLE 13. WAIVER

Failure by County or Contractor, at any time, to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

ARTICLE 14. GOVERNING LAW, VENUE AND COSTS

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

ARTICLE 15. ENTIRE AGREEMENT

The terms and provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, representations, undertakings or agreements between the parties hereto with respect to the subject matter hereof, whether oral or written.

ARTICLE 16. NOTICES

Any notice, proposal or objection relating to this Contract shall be in writing addressed to the parties as follows:

Danielle McKee, Purchasing and Contracts Administrator
2101 E. Calvada Blvd., Suite 200
Pahrump, NV 89048

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

THE COUNTY OF NYE

By: _____
John Koenig, Chairman
BOARD OF COMMISSIONERS
OF NYE COUNTY

By: _____
CONTRACTOR

DRAFT



Nye County Finance Department

2101 E. Calvada Blvd, Suite 200, Pahrump NV 89048

(775) 751-6394 • Fax (775) 751-4342

Danielle McKee, Purchasing and Contracts Administrator

NYE COUNTY, NEVADA

INVITATION TO BID

BID NO. 2018-13

PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

The bid package is available as follows:

- Internet - Visit the Nye County website at <http://www.nyecounty.net>. Click on "Bid Opportunities" and locate Invitation to Bid #2018-13 in the list of current solicitations.
- Mail - Please fax a request to (775) 751-4342 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Nye County Finance Department, 2101 E. Calvada Blvd., Suite 200 Pahrump, NV 89048.

A mandatory pre-bid meeting will be held on Monday, January 7, 2019 at 1:00 p.m. at location of property 2630 S. River Plate Dr. Pahrump, Nevada 89048.

Bids will be accepted at the Nye County Finance Department address specified above on or before Friday, January 11, 2019 at 3:00 p.m. based on the time clock at the Nye County Finance Department. Bid opening will be at 3:00 p.m. in the Nye County Finance Department.

DATED this 2 day of January, 2019.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF NYE, STATE OF NEVADA


By: John Koenig, Chairman

In accordance with Federal law and U.S. Department of Agriculture policy, Nye County is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

I - INSTRUCTION TO BIDDERS
BID NO. 2018-13
PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this Invitation to Bid to receive bids from qualified Bidders for the services specified in this document.

2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY through the Purchasing and Contracts Division prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications or corrections.
- B. **BoCC:** The Nye County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes Chapter 332 and Nye County Purchasing Policies and Procedures.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include, but are not limited to, the Invitation to Bid, Instruction to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/ Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **Contract:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER's Bid Form, all Addenda, CONTRACTOR's bonds and insurance and Notice of Award letter.
- J. **Contractor:** Bidder who is the lowest responsive and responsible Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- K. **County:** The term used throughout these documents to mean County of Nye, Nevada.
- L. **Governing Body:** Used throughout these documents to mean the Nye County Board of Commissioners.
- M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada.

Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.

- O. **Purchasing and Contracts Administrator:** The Nye County Purchasing & Contracts Administrator or their designee responsible for the Purchasing Department.
- P. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- Q. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacement of said equipment.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Danielle McKee, Purchasing and Contract Administrator, at (775) 751-6394 or e mail dmckee@co.nye.nv.us.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BoCC or between a Bidder and a non-designated COUNTY contact regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder or any of its representatives to comply with this paragraph may result in its bid being rejected.

5. MANDATORY PRE-BID CONFERENCE & PRE-AWARD SITE WALK THROUGH

There will be a mandatory pre-bid meeting held at the property located at 2650 S. River Plate Dr, Pahrump, Nevada 89048, APN 104-025-216 on Monday, January 7, 2019 at 1:00 p.m. at location of property 2650 S. River Plate Dr, Pahrump, Nevada 89048.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications or changes made in the written requirements and specifications by COUNTY's employees unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing Department.
- B. Bidder shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder discovers such an error or omission, he shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, e mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all Addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing Department during normal business hours to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this Invitation to Bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment should be made in advance to ensure that full consideration will be provided. Please call (775) 751-6394 to schedule an appointment.

8 PREPARATION OF FORMS

All bids must be submitted on the Bid Form included in this document. All figures must be typed or written in ink. Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form. In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern, and the total will be corrected accordingly. Mathematical errors in the bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder MUST enter "0" or write the words "NO COST."

9 BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments and the bid security (if required) shall be included in the envelope containing the bid. These documents together comprise a bid. Omission of or failure to complete any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10 DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net Thirty Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

Terms of Payment: 0% Net Thirty Calendar Days.

No payment discount is offered, and payment is due within thirty calendar days of receipt of invoice or delivery of an acceptable product, whichever is later.

No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty calendar days or more.

11 DEVIATIONS TO TERMS AND CONDITIONS

Any additional agreements, terms, conditions or exceptions to the bid requirements that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

12 DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

13. BIDDER'S REPRESENTATION

Each Bidder by submitting their bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety calendar days after the date of bid opening. The Bidder's offer may expire at the end of the ninety-calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.
- C. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

14. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one original and two copies of the Bid Form and two copies of all attachments. No responsibility will attach to COUNTY or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 1:30 p.m. based on the time clock at the Nye County Purchasing and Contracts front desk will be recorded as late, remain unopened and be rejected. **FAXED OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

HAND DELIVERY

U.S. MAIL DELIVERY

EXPRESS DELIVERY

Nye Co. Finance Dept.

Nye Co. Finance Dept.

Nye Co. Finance Dept.

2101 E Calvada Blvd, Suite 200

2101 E Calvada Blvd, Suite 200

2101 E Calvada Blvd, Suite 200

Pahrump, NV 89048

Pahrump, NV 89048

Pahrump, NV 89048

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

Any bids submitted via a third-party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

15. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

16. WITHDRAWAL OF BID

- A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing & Contracts Administrator in writing or a bid release form has been properly completed and submitted to the Purchasing Department reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety calendar days. Bidder's offer will expire ninety calendar days after the date of bid opening unless the offer is further extended in writing by Bidder and agreed upon by both parties. If the Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

17. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by CONTRACTOR during the term of CONTRACT, but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065(3), COUNTY may re-award CONTRACT if during the term of the contract CONTRACTOR does not supply services in accordance with the bid specifications, or if CONTRACTOR repudiates the contract or breaches the contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

18. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity. Any or all bids may be rejected by the governing body if the governing body determines that any such Bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

19. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified, and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- C. Evidence of collusion among Bidders.
- D. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all Addenda issued.

20. III-BIDS

A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low Bidders and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid. The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw. When a drawing is necessary, Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

21. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible Bidder.

22. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The notice of protest must contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing and Contracts Administrator, within five business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing & Contracts Administrator will issue the decision in writing to the protestor. Within three business days of receipt of the decision, a protestor MUST submit to the Purchasing & Contracts Administrator its written notice of intent to appeal the decision to the BoCC. The Purchasing & Contracts Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BoCC. Protestor MUST submit to the Purchasing & Contracts Administrator three copies of any documents protestor intends to present to the BoCC and all documents MUST be submitted ten calendar days prior to the BoCC meeting. The decision of the BoCC will be final. The BoCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to COUNTY, who shall hold the bond or other security until a determination is made on the protest. A bond posted, or other security submitted with the protest must be in an amount equal to the lesser of:
1. 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
 2. \$250,000.
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BoCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BoCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BoCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files a protest pursuant to this section.

- F. If the protest is upheld by the BoCC, the bond posted, or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BoCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY 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.

23. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by COUNTY. Nye County reserves the right to accept or reject any or all or any part of a bid received.

24. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing & Contracts Administrator. CONTRACT shall include Bidding Documents, CONTRACTOR'S Bid Form, all Addenda, CONTRACTOR'S bonds and insurance and Notice of Award Letter.

25. TERM OF CONTRACT

The term of CONTRACT shall be for thirty (30) calendar days. The scope of work shall be completed before the expiration of the Administrative Warrant for Entry, Seizure and Abatement.

26. INSURANCE

CONTRACTOR shall carry Commercial General Liability and Automobile Liability Insurance in the amount of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate during the term of CONTRACT.

CONTRACTOR shall obtain and maintain for the duration of CONTRACT a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless CONTRACTOR is a Sole Proprietor and shall be required to submit an affidavit Attachment 2 indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

All BIDDERS shall include the cost of the required insurance coverage in their bid price(s). CONTRACTOR shall provide COUNTY with proof of insurance as specified within ten (10) calendar days after issuance of Letter of Award.

CONTRACTOR shall obtain and maintain the insurance coverage required in Attachment 1, incorporated herein by this reference. CONTRACTOR shall comply with the terms and conditions set forth in Attachment 1.

27. FAILURE TO MAINTAIN COVERAGE

If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate CONTRACT, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under CONTRACT.

II - GENERAL CONDITIONS
BID NO. 2018-13

PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

1. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

CONTRACTOR will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

2. **AUDITS**

The performance of CONTRACT by CONTRACTOR is subject to review by COUNTY to insure CONTRACT compliance. CONTRACTOR agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3. **AUTHORITY**

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

4. **BIDS ARE NOT TO CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION**

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. **COLLECTION AND PAYMENT OF SALES TAX**

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

6. **COLLUSION AND ADVANCE DISCLOSURES**

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

7. **DISCLOSURE OF OWNERSHIP / PRINCIPALS**

Bidder hereby represents and affirms that this bid is made in compliance with the provisions of NRS 281.230 and NRS 281A.430 and that Bidder shall make all necessary disclosures known to Bidder in conformance with the full meaning and intent of NRS 281.230 and NRS 281A.430.

8. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of CONTRACTOR's obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by CONTRACTOR and the BoCC or their authorized representative.

9. DRUG-FREE WORKPLACE

CONTRACTOR agrees to comply with all applicable state and federal laws regarding a drug-free workplace. CONTRACTOR shall make a good faith effort to ensure that all of its employees, while performing the Scope of Work, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all federal, state and local laws relative to conducting business in Nye County. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this bid, its award and any contract entered into.

11. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626 CONTRACT shall be terminated when appropriated funds expire.

12. FORCE MAJEURE

CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing by acts of nature, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. CONTRACTOR shall provide COUNTY satisfactory evidence that nonperformance is due to a cause other than fault or negligence on CONTRACTOR's part.

13. GOVERNING LAW, VENUE, FEES AND COSTS

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

14. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by CONTRACTOR. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern, in the order appearing here:

1. Amendment
2. General Conditions
3. Addenda
4. Instruction to Bidders
5. Federal Requirements (if applicable)
6. Special Conditions
7. Technical Specifications

15. INDEMNITY

CONTRACTOR agrees by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CONTRACTOR or its principals, employees, subcontractors or other agents while performing services under CONTRACT. CONTRACTOR shall indemnify, defend and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

16. INVOICING

Invoicing for bid items are to be sent to the location identified in the purchase order. Invoices are to be sent within ninety calendar days of the completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250, COUNTY shall not provide payment on any invoice CONTRACTOR submits after six months from the date CONTRACTOR provides goods, performs services, or provides deliverables or milestones. All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of services rendered (including dates)
- F. Nye County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number

- I. Itemized pricing and total amount due (excluding sales and use tax)
- J. Percentage Discounts/Payment Terms (if offered)
- K. Company's Invoice Number

CONTRACTOR is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare CONTRACTOR in breach of contract, terminate CONTRACT, and designate CONTRACTOR as non-responsible if responding to future invitations to bid.

17. INVOICE AUDITS

CONTRACTOR shall provide to COUNTY, within ten business days of COUNTY's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on CONTRACTOR's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY's using department(s) and Internal Audit Department. Discrepancies found in the report will require CONTRACTOR to update the report no later than five business days after notification by COUNTY. In the event that CONTRACTOR undercharged COUNTY, COUNTY shall reimburse CONTRACTOR within ten business days. In the event that CONTRACTOR overcharged COUNTY, CONTRACTOR shall reimburse COUNTY within ten business days. If overcharges are found, COUNTY may declare CONTRACTOR in breach of contract, terminate CONTRACT, and designate CONTRACTOR as non-responsible if responding to future invitations to bid.

18. NON-DISCRIMINATION

The BoCC is committed to promoting full and equal business opportunity for all persons doing business in Nye County. CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, COUNTY may declare CONTRACTOR in breach of contract, terminate CONTRACT, and designate CONTRACTOR as non-responsible.

19. NON-ENDORSEMENT

As a result of the selection of CONTRACTOR to supply goods or services, COUNTY is neither endorsing nor suggesting that CONTRACTOR's service is the best or only solution. CONTRACTOR agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations or the like without the express written consent of COUNTY.

20. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

21. PATENT INDEMNITY

- A. CONTRACTOR hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages and expenses, including attorney's fees, incurred by COUNTY, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent arising out of the use of the equipment or materials furnished under CONTRACT by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of CONTRACT. CONTRACTOR shall, at its sole expense, promptly defend against any such claim

or action unless directed otherwise by COUNTY, provided that COUNTY or its authorized representative shall have notified CONTRACTOR upon becoming aware of such claims or actions and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by COUNTY.

- B. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

22. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Nevada Revised Statutes Chapter 239). Under the law, all of COUNTY's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

23. PURCHASE ORDERS

The Purchasing Department will issue a purchase order(s) which will authorize CONTRACTOR to deliver and invoice for the product(s) or service(s) offered.

24. RIGHT OF INSPECTION AND REJECTION

All services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY.

25. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal, invalid or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

26. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by CONTRACTOR without the prior written approval of COUNTY. Approval by COUNTY of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the services performed. CONTRACTOR shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by CONTRACTOR's subcontractor.

27. SUBCONTRACTOR/INDEPENDENT CONTRACTOR

CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of work provided for herein and that it is properly licensed, equipped, organized and financed to perform such work. CONTRACTOR shall act as an independent contractor and not as the agent of COUNTY in performing CONTRACT. CONTRACTOR shall maintain complete control over its employees and all of its subcontractors. Nothing contained in CONTRACT or any subcontract awarded by CONTRACTOR shall create any contractual relationship between any such subcontractor and COUNTY. CONTRACTOR shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

28. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
- B. In the event COUNTY suspends performance of CONTRACTOR for an aggregate period in excess of sixty (60) calendar days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this bid to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible.

29. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of NRS 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000111). A copy of the tax-exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

30. TERMINATION FOR CAUSE

If CONTRACTOR fails to perform in accordance with the agreed terms, conditions or warranties applicable to CONTRACT, COUNTY may immediately terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to CONTRACTOR. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and CONTRACTOR shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

31. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY, without penalty or recourse upon (10) ten calendar days' written notice of intent to terminate.

32. USE BY OTHER GOVERNMENT ENTITIES

NRS 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

33. LICENSES

CONTRACTOR shall be a licensed Nevada State Contractor and possess any and all applicable and valid Town, County, and State or Federal licenses and certifications for said project. CONTRACTOR shall provide a copy of any license and certification within 24 hours of request from COUNTY.

34. FICTITIOUS CERTIFICATIONS

CONTRACTOR shall insure any and all applicable D.B.A.'s or Fictitious Certifications are properly filed or recorded. CONTRACTOR shall provide a copy of such certifications within 24 hours of request from COUNTY.

**III - SPECIAL CONDITIONS
BID NO. 2018-13**

PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

CONTRACTOR shall furnish the following information and documents within twenty-four (24) hours of COUNTY's request:

- A. Name, address and phone number of three (3) firms, for which CONTRACTOR is currently performing for or has performed services in like kind to those specified in this bid;
- B. Completed "Disclosure of Ownership" form; and
- C. A copy of current applicable State Business License, Town Business License, current DBA Certificate and/or Contractor's License.

2. SERVICE PROVIDER REQUIREMENTS

CONTRACTOR's employees performing under CONTRACT shall be qualified and fully certified to maintain equipment properly and to industry standards, using all reasonable care and acceptable workman-like practices.

3. LABOR

CONTRACTOR and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination.

4. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any CONTRACTOR's employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

5. FURNISHING SUPERVISION OF EMPLOYEES

CONTRACTOR shall furnish at its expense the supervision required to insure the necessary management of its personnel and the functions involved in the scope of work and CONTRACT.

6. RESPONSIBILITY FOR WORK SECURITY

- A. CONTRACTOR shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. CONTRACTOR shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, COUNTY's property and the work site. CONTRACTOR shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. CONTRACTOR shall comply with all applicable laws and regulations. CONTRACTOR shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve CONTRACTOR of its responsibility for maintaining proper security for the above-

noted items, nor shall it be construed as limiting in any manner CONTRACTOR's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

- C. CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

7. PROHIBITED ACTIVITIES WHILE PERFORMING SERVICES

The activities prohibited by CONTRACTOR's employees during the performance of services include, but are not limited to: being under the influence of or use of alcohol or drugs while performing services for COUNTY.

8. DAMAGE TO PROPERTY AT 2650 S. River Plate Dr. Pahrump, NV 89048

CONTRACTOR shall perform all work in such manner that does not damage the property at 2650 S. River Plate Dr. Pahrump, NV 89048. In the event damage occurs to said property or adjacent property by reason of services performed under CONTRACT, CONTRACTOR shall replace or repair the same.

9. CLEANING UP

CONTRACTOR shall at all times keep the work area in a neat, clean and safe condition. Upon completion of any portion of the work, CONTRACTOR shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the work, and CONTRACTOR shall leave the premises and work site in a neat, clean and safe condition. In the event of CONTRACTOR's failure to comply with the foregoing, COUNTY may accomplish the same at CONTRACTOR's expense.

10. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE OF CONTRACTOR

- A. COUNTY representative will contact CONTRACTOR either verbally or in writing to describe any deficiencies.
- B. If unresolved or if additional related deficiencies occur, COUNTY representative will contact CONTRACTOR in writing describing deficiencies and schedule a meeting.
- C. If unresolved or if additional related deficiencies occur, COUNTY representative will issue a written notice of deficiencies allowing seven (7) calendar days for CONTRACTOR to provide a written plan to cure or remedy the situation.
- D. If unresolved or if additional deficiencies occur, COUNTY representative will recommend to the BoCC to formally terminate the CONTRACT.
- E. If CONTRACTOR is terminated for cause, CONTRACTOR will be disqualified from bidding or quoting on any COUNTY Invitations to Bid for a period of twelve (12) months from the date of the termination. This disqualification will result in CONTRACTOR being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe.

11. PERFORMANCE REQUIREMENTS

COUNTY considers CONTRACTOR to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of CONTRACTOR, COUNTY is

not in compliance with applicable laws, regulations, or codes, CONTRACTOR shall immediately notify COUNTY in writing and make recommendations to COUNTY to enable COUNTY to become compliant.

12. AIR POLLUTION

CONTRACTOR shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements.

13. STORAGE OF MATERIALS/EQUIPMENT

CONTRACTOR is responsible for storage of any equipment or materials. COUNTY is not responsible for loss or damage to equipment, materials, tools, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes.

14. BONDS

A bid bond in an amount equal to ten percent (10%) of the total bid price must accompany the bid. The bond shall be on the form provided, or on a like form.

A performance bond in an amount equal to fifty percent (50%) of the total contract amount must be provided by the Contractor.

The bond must be furnished to COUNTY within eight (8) days, not including Sundays and legal holidays, after the successful bidder has received notice from the COUNTY that the contract has been awarded.

The performance bond must guarantee the faithful performance by the Contractor of all the terms of the contract.

A materials and payment bond in an amount equal to fifty percent (50%) of the total contract amount must be provided by the Contractor.

The bond must be furnished to the COUNTY within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the COUNTY that the contract has been awarded.

The payment bond shall guarantee Contractor's payment of all subcontractors and/or vendors for all labor, materials, provisions, supplies or items expended in fulfilling the contract

**IV - SPECIFICATIONS
BID NO. 2018-13**

PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

1. INTENT

The NYE COUNTY BOARD OF COMMISSIONERS is accepting proposals from licensed Contractors to abate the unhealthful conditions / nuisance on property located at 2650 S. River Plate Dr, Pahrump, Nevada 89048, APN 040-252-16 as determined by the Nye County Board of County Commissioners at the regularly scheduled BoCC meeting on August 7, 2018.

2. SCOPE OF WORK

The CONTRACTOR will have thirty (30) calendar days from the issuance of the "Notice to Proceed" to abate, remove and properly dispose of the unhealthful conditions / nuisance existing on the property and receive a Certificate of Occupancy. Contractor is responsible for obtaining all necessary permits and construction for all electrical, plumbing, and HVAC work that is performed as part of this remediation.

Exterior Property Areas

All exterior property and premise shall be free from any accumulation of rubbish or garbage

- Remove all trash and debris.
- Cover outdoor pool in accordance to 2016 ICC Swimming Pool & Spa Code.
- Exterior property shall be left in a clean, safe, and sanitary condition.

HVAC

- Evaluate, clean/sanitize, and repair/replace duct work for damage due to rodent harborage and lack of maintenance.
- Evaluate, clean/sanitize, and repair/replace air handler.
- Evaluate and repair AC Condenser unit on the exterior and verify it is in good working condition and free from rocks and debris.
- Obvious affected damaged based on visual evidence of contamination should be cleaned/sanitized or repaired/replaced.

Septic

- Verify health of ISDS system and report the condition to the Code Compliance Officer within the first ten (10) calendar days of bid award.
- Remediate any obstructions or failures.
- Verify the leach field is unobstructed by traffic.
- Plumbing fixtures must be repaired/installed to a sanitary sewer or ISDS.

Interior Walls and Ceilings

- Evaluate and remediate areas suspected to be contaminated by mold growth in accordance with state and national standards.
- Evaluate and remediate areas suspected to be damaged from water or rodent harborage.
- Remove and replace all areas of damaged/missing dry wall on all ceilings and walls due to lack of maintenance, contamination, or disrepair.
- Any replaced dry wall shall be installed to an unfinished mud and taped condition.

Interior Structure

- *The interior of the structure and equipment shall be in sanitary condition*

Plumbing

- Inspect domestic well; repair, if necessary, to provide running water to the residence.
- Repair/replace plumbing in accordance with County and state adopted codes for habitability. This shall only include one (1) operable lavatory sink, one (1) operable bathtub/shower, one (1) operable water closet, and one (1) operable kitchen sink.

Exterior Structure

The exterior of a structure shall be sanitary so as not to pose a threat to public health or welfare.

- All windows shall be in sound condition, good repair and weather tight.
- All glazing materials shall be free from cracks and holes.
- All exterior walls shall be free from holes, breaks, and loose or rotting materials (this does not include paint).

Water System

- Provide one (1) operable lavatory sink, one (1) operable bathtub/shower, one (1) operable water closet, and one (1) operable sink. All kitchen sinks, lavatories, bathtubs and showers shall be supplied with hot or tempered, and cold running water in accordance with the 2006 UPC.
- The domestic well water supply system shall be repaired to provide a supply of water to plumbing fixtures in sufficient volume and pressures.

Electrical Facilities

- All electrical equipment, wiring and appliances shall be properly repaired and installed in a safe and approved manner in accordance to the 2005 National Electric Code.

Extermination of Rodents

- The house should have an extermination done to rid the property of rodents.

Mold and Surface Testing

- The house must have mold and surface testing completed and a certificate submitted upon completion of the abatement. Air quality testing must be performed, and a certificate must be submitted after all remediation work has been completed certifying the structure is now safe for human habitation.

Personal Property

- Once the residence is cleaned and sanitized, the personal property can be left in the home. To make it easier for the contractors to work around the property, it is recommended that you place all of the personal property into one or two rooms and cover it with a tarp or plastic, to avoid damage to the personal property. Please take pictures and catalog all personal property before it is moved and after it is moved to account for all property while the remediation work is being performed. These pictures shall be submitted to Code Compliance Officer.

Other Notes: The contractor is responsible to provide water and power as needed to the home for all remediation work. This cost shall be included in the total bid.

Contractor must coordinate with Nye County Planning Director or his designee to ensure that the Nye County Planning Director or his designee take photos of the unhealthful conditions / nuisance as existing on the property on date of entry by Contractor. Contractor must coordinate with Nye County Planning Director or his designee to ensure that the Nye County Planning Director or his designee take "before and after" photos of the unhealthful conditions / nuisance as proof of abatement of the unhealthful conditions / nuisance. Contractor must coordinate and complete all necessary paperwork, documents, forms or Return of Administrative Warrant sheets and return said documents to the Nye County Planning Director or his designee as directed. Contractor shall be responsible for securing any and all applicable permits or licenses necessary to perform the Scope of Work.

Contractor must supply, as directed by the Nye County Planning Director or his designee, the completed Return of Administrative Warrant sheets on or before the next business day following completion of project unless otherwise directed by the Nye County Planning Director or his designee in order to provide a return of warrant to the court/judge issuing the warrant.

Contractor must coordinate with Nye County Planning Director or his designee to insure compliance with and to complete the Return of Administrative Warrant sheets for each entry upon the property located at 2650 S. River Plate Dr. Pahrump, Nevada, the times of entry and exit onto the real property, name of contractor, subcontractor, and employees making entry onto the real property, activities to abate unhealthful conditions / nuisance conducted, list of material seized containing description, and entry and seizure of items made for the purpose of abatement of unhealthful conditions / nuisance.

NYE COUNTY, NEVADA
BID FORM
BID NO. 2018-13

PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

This bid is submitted in response to COUNTY'S Request for Proposals and is in accordance with all conditions and specifications in this document.

Total Bid for PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

\$58,886

Payment Terms

0% Net Thirty Calendar Days

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.

Addendum No. _____

Addendum No. _____

Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. Bidder understands that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

I, the undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Nye County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:


Signature of authorized representative

Eirain Rene Morales Moreno

Name and title of authorized representative
(Print or type)

775-751-2009

Phone number of authorized representative

775-751-4980

Fax number of authorized representative

moralesr74@yahoo.com

E-mail address of authorized representative

American Asbestos Remediation Specialists

Legal name of firm/company

2941 Lorelle St

Address of firm/company

Pahrump, NV, 89048

City, State, Zip

01/10/2019

Date

BUSINESS/CONTRACTOR LICENSE INFORMATION

CURRENT STATE: NV LICENSE NO. NV20051438800 ISSUE DATE: 08/02/2005 EXPIRATION DATE: 08/31/2019

CURRENT COUNTY: N/A LICENSE NO. _____ ISSUE DATE: _____ EXPIRATION DATE: _____

CURRENT TOWN: Pahrump LICENSE NO. M3125CC ISSUE DATE: 11/09/2008 EXPIRATION DATE: 11/09/2019

**ATTACHMENT 1
BID NO. 2018-13**

PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

1. FORMAT/TIME

CONTRACTOR shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this bid within ten (10) calendar days after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY requires insurance carriers to maintain during CONTRACT term a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverage. CONTRACTOR's insurance shall be primary as respects COUNTY, its officers and employees.

4. ENDORSEMENT/CANCELLATION

CONTRACTOR's Commercial General Liability and Automobile Liability Insurance policy shall be endorsed to recognize specifically CONTRACTOR's contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days' advance notice by certified mail "return receipt requested" of any policy changes, cancellations or any erosion of insurance limits.

5. DEDUCTIBLES

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and any auto used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

CONTRACTOR shall obtain and maintain for the duration of CONTRACT a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 2) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

If CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate CONTRACT, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under CONTRACT.

11. ADDITIONAL INSURANCE

CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONTRACTOR, their subcontractors or anyone employed, directed or supervised by CONTRACTOR.

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Nye County Purchasing Department, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by CONTRACTORS's Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, telephone and fax numbers.
- B. CONTRACTOR's name, complete address, telephone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - 1. Policy Number
 - 2. Policy Effective Date
 - 3. Policy Expiration Date
 - 4. General Aggregate (\$2,000,000)
 - 5. Products - Completed Operations Aggregate (\$2,000,000)
 - 6. Personal & Advertising Injury (\$1,000,000)
 - 7. Each Occurrence (\$1,000,000)
 - 8. Fire Damage (\$50,000)
 - 9. Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - 1. Policy Number
 - 2. Policy Effective Date
 - 3. Policy Expiration Date
 - 4. Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: "Bid No. 2018-13", "Property Abatement of Unhealthful Conditions / Nuisance"
must be identified on the initial insurance form and each renewal form.
- H. Certificate Holder

Nye County
c/o Finance Department
2101 E. Calvada Blvd., Suite 200
Pahrump, NV 89048
- I. Appointed Agent Signature to include license number and issuing state.

ATTACHMENT 2

BID NO. 2018-13

PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE

**AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, _____ on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 2018-13, entitled PROPERTY ABATEMENT OF UNHEALTHFUL CONDITIONS / NUISANCE;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Nye County from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____.

Signature

State of Nevada)

) ss.

County of Nye)

Signed and sworn to (or affirmed) before me on this _____ day of _____.

by _____ (name of person making statement).

Notary Signature
STAMP AND SEAL



PROPOSAL

702-476-9459

2941 Lorelie St, Pahrump, NV, 89048
NV License #67102 • Bid Limit \$650,000

January 10th, 2019

Customer Info:

Nye County Finance Department
2101 E. Calvada Blvd, Suite 200
Pahrump NV 89048

Jobsite:

2650 S. River Plate Dr.
Pahrump, NV 89048

Re: Bid # 2018-13; Property Abatement of Unhealthful Conditions / Nuisance

We hereby submit a Proposal as follows:

• Demolition:

1. Exterior Property Areas

- Remove all trash and debris, cages, fences, appliances, trailers to return areas to a clean, safe and sanitary condition.

2. Interior

- Remove only damaged Drywall from walls and ceiling on areas affected by water, mold, lack of maintenance damaged drywall on walls and ceilings
- Remove Water Heater for wall repairs
- Remove carpet from 1 bedroom
- Remove damaged baseboard on mold and water damaged areas
- Remove drywall only on evident Rodent occupied areas
- Remove damaged insulation only
- Relocate appliances, cages, furniture and personal belongings, food etc., to be placed on one or two of the rooms and covered with a tarp or plastic (pictures of all personal property will be submitted to the assigned Code Compliance officer)
- Remove light fixtures

3. Exterior Structure

- Remove damaged glass on windows



PROPOSAL

702-476-9459

2941 Lorelie St, Pahrump, NV, 89048

NV License #67102 • Bid Limit \$650,000

• Abatement:

1. Interior

- Radiate mold growth on contaminated areas
- Mold and surface testing will be performed, and a certificate will be provided upon completion of abatement
- Remediate water damaged areas
- Rodents will be exterminated
- Remediate rodent and animal contaminated areas
- Bio Clean sample and lab testing to determine if contaminated areas are clear and safe.
- HVAC air duct system sanitizing
- Seal floor cracks

• Replacement:

1. Interior:

- Replace only removed Drywall to an unfinished mud and tape condition
- Replace only damaged window glass
- Replace only damaged insulation
- Repair and/ or replace plumbing in accordance with County and State adopted codes for Habitability. To provide one (1) operable lavatory sink, one (1) operable bathtub/ shower, one (1) operable water closet and one (1) operable kitchen sink
- Repair water supply
- Repair electrical panel and wiring
- Structure will be delivered in sanitary conditions

2. Exterior:

- Replace damaged stucco by the Electrical Panel
- Cover outdoor Pool per 2016 ICC Swimming Pool & Spa Code
- Repair stucco cracks and holes, Excluding painting
- Repair mold damages Stucco by the Water heater
- Repair well pump



PROPOSAL

702-476-9459

2941 Lorelie St, Pahrump, NV, 89048
NV License #67102 • Bid Limit \$650,000

• HVAC:

1. Repair or replace duct work only on damaged areas due to rodent harborage and lack of maintenance.
2. Repair air handler
3. Repair A/C Condenser

• Septic:

1. Repair Sewage / Septic Disposal System (ISDS) as required

Note:

American Asbestos and Remediation Specialists will provide power and water to perform the abatement and repairs included in this proposal.

Total bid is \$58,886.00

Proposal Valid for 30 Days

Rene Morales

Owner / Agent

-Acceptance of Proposal -

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and the undersigned further acknowledges this work order serves as a notice of materials supplied and work performed and also notice of intent to lien per NRS 108.245.

Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Nevada LLC dba Safeguard Insurance 5225 S Durango Dr Las Vegas NV 89113-0159		CONTACT NAME: Kelly Fletcher PHONE (A/C, No, Ext): (702) 638-0022 FAX (A/C, No): (702) 638-0050 E-MAIL ADDRESS: kelly@safeguardme.com														
INSURED Morales Construction Inc DBA: American Asbestos & Remediation Specialists 2941 E Lorelie St Pahrump NV 89048		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Crum & Forster Specialty Ins Co</td><td>44520</td></tr><tr><td>INSURER B: Mercury Casualty Company</td><td>11908</td></tr><tr><td>INSURER C: Utah Business Insurance Co</td><td>12520</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Ins Co	44520	INSURER B: Mercury Casualty Company	11908	INSURER C: Utah Business Insurance Co	12520	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																

COVERAGES CERTIFICATE NUMBER: 2018/11 ALL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSM LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	EPK-121097	01/26/2018	01/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OPAGG \$ 2,000,000 OTHER \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA270000001199	11/16/2018	11/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0018312018A	04/25/2018	04/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured as respects general liability per the terms of attached form EN0111 0211; attached form MCA8510 1215 as respects auto liability. Primary wording per attached form EN0118 0211 (GL) and MCA8510 1215 (Auto). Waiver of subrogation per attached form EN0109 0211 (GL), MCA85 1215 (Auto), and WC000313 0464 (WC). All forms apply only when required by written contract.

CERTIFICATE HOLDER

Nye County c/o Finance Department
2101 E Calvada Blvd, Ste 200

Pahrump

NV 89048

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name	State	Desc	Eff Date	Exp Date
Blanket Waiver of Subrogation	NV	Any party with whom the insured agrees to waive subrogation in a written contract	4/25/2018	04/25/2019

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. WC0018312018A

Endorsement No.

Insured Morales Construction Inc

Premium \$ 20,475.00

Insurance Company: Utah Business Insurance Company

WC 00 03 13

(Ed. 4-84)

©1983 National Council on Compensation Insurance, Inc.

Countersigned by



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Where Required By Written Contract.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CRUM & FORSTER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

- A. SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Mercury Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
- (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning
- Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:
This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a.,** In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and**
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.**

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supercedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and**
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.**

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morales Construction Inc.
2941 Lorelle Street
Pahrump, NV 89048

SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company
292 Newbury Street, Suite 105
Boston, MA 02115

OWNER:

(Name, legal status and address)

Nye County
2101 E. Calvada Blvd. Suite 200
Pahrump, NV 89048

BOND AMOUNT:

Sixteen thousand 00/100 (\$16,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Property Abatement of Unhealthful Conditions/Nuisance

Project Number, if any: 2018-13

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

6th day of December, 2018

Meghan Morales
(Witness)

Morales Construction, Inc.

(Principal)

(Seal)

(Title)

United Casualty and Surety Insurance Company

(Surety)

(Seal)

(Title) Steven A. Swartz, Attorney-in-fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

POWER OF ATTORNEY

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US CASUALTY AND SURETY INSURANCE COMPANY
UNITED SURETY INSURANCE COMPANY

Agency Code: 171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the Commonwealth of Massachusetts, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the "Companies"), do by these presents make, constitute and appoint:

Steven A. Swartz, Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Michael Herranen

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Dollars (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2020.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 16th day of November, 2018.

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US CASUALTY AND SURETY INSURANCE COMPANY
UNITED SURETY INSURANCE COMPANY


Michael J. Scholl, President

Corporate Seals

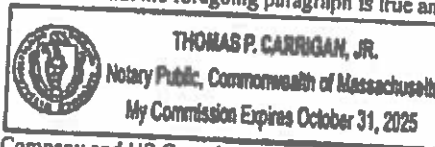


Commonwealth of Massachusetts
County of Suffolk ss:

On this 16th day of November, 2018, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Michael J. Scholl, President of United Casualty and Surety Insurance Company and US Casualty and Surety Insurance Company and United Surety Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.


Thomas P. Carrigan, Jr., Notary Public (Seal)



I, Joel R. Chachkes, Chief Financial Officer of United Casualty and Surety Insurance Company and US Casualty and Surety Insurance Company and United Surety Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 6th day of December, 2018.

Corporate Seals




Joel R. Chachkes, Chief Financial Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM