



P.O. Box 2220, Stateline, Nevada 89449

NOTICE TO BIDDERS
SNOW REMOVAL CONTRACT

Kingsbury General Improvement District (KGID or District) seeks a vendor (Contractor) to provide snow removal services on streets maintained by the District within the Kingsbury General Improvement District boundaries.

Located within the Tahoe Basin, in Douglas County, Nevada, the district straddles State Route 207 from near the intersection of US 50 and extending to the summit of Kingsbury Grade (Daggett Pass). Kingsbury Grade, State Route 207, is maintained by Nevada Department of Transportation and is not a part of this bid. In addition, there are private roads within the boundaries which are not included in this proposal but subject to separate agreement with the successful bidder.

Kingsbury General Improvement District invites sealed bids for snow removal on District roads for three years beginning October 1, 2022. Bids are due and will be opened and read aloud at 10:00 a.m., Tuesday, August 23, 2022, at the KGID office, 255 Kingsbury Grade, Stateline, NV 89449.

The district's representatives will review Bids received and will recommend action to the Board of Trustees soon thereafter.

The work for which Bids are to be submitted consists of furnishing all labor, materials and equipment required to perform snow plowing, and applying de-icing or anti-icing materials, and street widening on approximately 22 miles of District maintained streets within the KGID boundaries.

Bid documents may be obtained at the KGID office or by calling (775) 588-3548. KGID reserves the right to reject any and all bids and to waive irregularities in the bids.

The vendor awarded a contract pursuant to this RFP will be required to enter into a Kingsbury GID Contract Service Agreement and provide validation of all licensing, insurance and other elements of this contract.

BACKGROUND

Kingsbury General Improvement District's skilled employees, management staff and Board of Trustees, working as a team, are committed to provide water and sewer, and maintain roads and drainage systems in an efficient, courteous, and accountable manner, for the long-term benefit of our customers, in accordance with standards set for public health, safety and the environment. Snow removal services are provided to

district customers as a contracted service of the agency. The district provides limited augmentation of the snow removal effort by application of saline solution in advance of icing condition.

The district seeks qualified vendors to balance the road plowing (public safety), costs, and environmental impact with the minimal application of deicing material applied at rates appropriate for site specific and weather conditions. During evolving weather events, solid judgements and reliable communications between the district and contractor are mandatory.

GENERAL SCOPE OF SERVICES

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the district directs Contractor to plow.

Contractor will maintain equipment and crews necessary to respond to accomplish these tasks for duration of the contract for the period of 1 October to 31 May each year. During light snow periods, the Contractor will make equipment and crews available to KGID when available to accomplish other tasks required by the district within the provisions provided for in this contract.

The District will furnish to the Contractor maps of the district for use by Contractor's drivers. Maps will designate roads to be plowed, primary sanding routes and secondary sanding routes.

The work to be done consists of snow plowing streets, applying de-icing and/or anti icing materials to the streets, removing snow from in front of fire hydrants, and widening streets narrowed by snow buildup. Unless otherwise specified the vendor shall furnish all labor, material, and equipment to perform the work.

District will provide, install, and maintain road markers and snow stakes at its expense. Contractor will assist District in determining where markers should be placed to protect property and drivers.

This contract will be in effect as soon as possible upon approval of the Board of Trustees and all contract elements satisfied. The contract period is for three years with two, one-year renewals possible upon satisfactory performance by the contractor.

Dated: August 3, 2022

Mitch Dion
General Manager
Kingsbury GID

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
SNOW REMOVAL CONTRACT**

THIS CONTRACT is entered into this _____ day of _____ 2022, by and between the KINGSBURY GENERAL IMPROVEMENT DISTRICT, hereinafter referred to as "District" and _____, Nevada License No. _____ hereinafter referred to as "Contractor."

This contract is made with reference to the following facts which are deemed a material part of this contract:

RECITALS

(1) The District is organized pursuant to N.R.S. Chapter 318, and has powers to maintain certain public roads within its boundaries, including the removal of snow.

(2) The District, after public notice by advertisement for bids for snow removal and review of said bids at a duly noticed public meeting, agreed to accept the bid of Contractor, as in the best interest of the District.

(3) Contractor's proposal is attached as **Exhibit "B"**.

NOW THEREFORE, IT IS AGREED by and between the Contractor and the District as follows:

I. Scope of Work and Contract

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the District directs Contractor to plow, as set forth in the General Conditions and Specifications, **Exhibit "A,"** and Contractor's Proposal, **Exhibit "B"** hereof, dated August 2, 2022, Contractor's Qualification Statement, **Exhibit "C"**, District Map, **Exhibit "D"** each attached hereto and incorporated herein by reference. The exhibits are an integral part of this Contract.

II. Time of Performance

This Contract shall become effective on October 1, 2022 and shall continue through September 30, 2025, a term of three (3) years. Upon mutual consent of both parties, this contract may be extended annually for up to two (2) additional years.

III. Payments

Payments shall be made to the Contractor for said work performed at the time and in the manner provided in the General Conditions and Specifications.

IV. Independent Contractor

It is understood and agreed by and between the parties hereto that the Contractor shall perform this Contract as an independent contractor, and nothing herein shall be construed to be inconsistent with this relationship or status, nor shall anything in this Contract be in any way construed to constitute the Contractor, or any of the Contractor's employees or agents, as the agent, employee or representative of the District.

V. Contractor's Representations

In order to induce District to enter into the Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
5. Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

VI. Indemnification and Hold Harmless

The Contractor assumes all liability and agrees to indemnify, protect and hold the District harmless from all liability and expense on account of claims, suits and costs growing out of or connected with operations by the Contractor and the Contractor's employees and agents under this Contract; provided, however, that the District shall not be relieved hereby from non-immunized liability for the District's own negligence or that of its employees. Any and all provisions of this Contract by which the Contractor agrees to indemnify and hold the District harmless shall be

construed to apply under all working conditions and to all stationary or mobile locations where work is to be performed regardless of the hazards and dangers to persons or property, whether disclosed or undisclosed.

The Contractor shall indemnify and hold the District harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment or decree and any expenses connected therewith, including reasonable attorney's fees for or on account of the violation of any statute, ordinance, building code or regulations, or for any property damages, or for personal injury or death to any person, including contractors, employees or agents, which may arise from the work or operations of Contractor under this Contract.

VII. Compliance with Laws

The Contractor agrees to observe and promptly comply with, at the Contractor's own expense, all present, amended, and future applicable federal, state and local laws, ordinances, rules and regulations, including safety and hazardous materials laws and regulations of any governing authority, and including any applicable licensing requirements and regulations for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

VIII. Right of Inspection

District reserves the right, with prior arrangement, to inspect the equipment and materials the Contractor uses for snow removal and de-icing under this Contract. District inspection does not imply compliance with environmental, DOT or other regulations pertinent to this activity.

IX. Assignment

Neither this Contract nor any interest therein, or claim hereunder, shall be assigned or transferred by the Contractor to any party or parties without the express written approval of the District. Contractor may not subcontract any portion of this Contract or its obligation without the District's prior written consent.

X. Dispute Resolution

In the event of a dispute regarding interpretation, enforcement of, or a parties' performance under this Contract, the parties shall first engage in mediation, initiated by the written request of any party. The parties agree to share equally the cost of any such mediation process; however, they agree to assume the expense of their own counsel. Venue for any mediation shall be within Douglas County, Nevada. Commencement of mediation shall not affect any of the rights or obligations of either party hereunder, all of which shall continue to be performed on a timely basis. If the dispute(s) is (are) not resolved through mediation, and is (are) litigated, the prevailing party shall be entitled to reasonable attorney fees and costs.

XI. Attorney Fees

In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

XII. Notices

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Contract shall be in writing and shall be deemed to have been given when personally delivered or mailed by certified mail, postage prepaid, return receipt requested. Notices, demands and communications shall, unless another address is specified in writing, be sent to the addresses indicated below:

If to the District:

Mitch Dion, General Manager or
Judy Brewer, Admin. & H.R. Supervisor
Kingsbury General Improvement District
255 Kingsbury Grade
Post Office Box 2220
Stateline, Nevada 89449

If to the Contractor:

XIII. Severability

The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other remaining provisions unenforceable, invalid or illegal, and the remaining provisions shall not in any way be affected or impaired thereby.

XIV. Integration

This Contract with exhibits incorporated and part thereof, Exhibit "A" – General Conditions & Specification, Exhibit "B" – Bid Form, Exhibit "C" – Contractor's Qualification Statement and Exhibit "D" – District Map contains and constitutes the entire contract by and between the parties hereto and supersedes any and all prior written or oral agreements, express or implied, involving that which is the subject matter of this Contract.

IN WITNESS WHEREOF, District has caused this Contract to be executed by its officers, duly authorized, and Contractor has subscribed same this _____ day of September, _____.

DISTRICT:

KINGSBURY GENERAL IMPROVEMENT DISTRICT

BY _____
Mitchell S. Dion, General Manager

ATTEST:

BY _____

CONTRACTOR:

BY _____

ATTEST:

BY _____

EXHIBIT "A"

GENERAL CONDITIONS AND SPECIFICATIONS FOR THE KINGSBURY GENERAL IMPROVEMENT DISTRICT CONTRACT FOR SNOW REMOVAL

I. SCOPE OF WORK:

The work to be done under this Contract consists of performing snow plowing of streets, the application of de-icing and/or anti-icing materials to streets, the removal of snow from in front of and around fire hydrants as necessary, and the widening streets narrowed by snow buildup at the direction of Kingsbury GID (District). Unless otherwise specified herein, the Contractor shall furnish all labor, material and equipment to perform the work.

II. LOCATION OF WORK:

The work shall be accomplished on streets maintained by the District within its boundaries. Kingsbury Grade, State Route 207, is maintained by the Nevada Department of Transportation and is not a part of this contract. At the direction of District, some private roads within the district may be plowed under provisions of this contract.

District will provide, install and maintain road markers and snow stakes at its expense. Contractor will assist District as requested in determining where markers should be placed to protect property and drivers. The District will have the final determination of placement of markers.

III. PREVAILING WAGES AND CONTRACT:

Under a ruling by the Labor Commission, it is not required that prevailing wage rates be paid on this contract.

IV. PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish annually a Performance Bond and a Payment Bond, each in the amount of \$300,000, for the term of the Snow Removal Contract. Such bonds shall be in a form approved by the District and executed by one or more surety companies authorized to do business in Nevada in compliance with N.R.S. Chapter 339.

After Contractor has satisfactorily performed snow removal for the District for two (2) or more consecutive years, the District may, at its option and upon the request of Contractor, withhold from each payment to Contractor ten percent (10%) retention in lieu of requiring Performance or Payment Bonds. If Contractor thereafter satisfactorily performs for one year, then the retention shall be returned on June 1. Retention will be held during each contract year for which bonds are not provided.

V. CONTRACTOR'S AND BUSINESS LICENSES:

The Contractor and any approved subcontractor, and all employees and agents of both, shall be appropriately licensed to perform all the work under this Contract. At minimum, the Contractor must meet State of Nevada Business Licensing requirements and be in compliance with all local, state, and federal regulations to contract with the District. If circumstances arise in the performance of this contract that require services which are not within the licensing authority of the Contractor, it shall immediately notify the District of this fact so that District can arrange for performance of the work, in which case the District shall coordinate and supervise such work.

VI. SUBCONTRACTORS:

Except with prior written authorization of the District, no subcontractor will be recognized as such, and all persons engaged in the work will be considered Contractor's employees, and Contractor will be responsible for their work. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the District.

VII. SUPERINTENDENCE AND PERSONNEL:

The Contractor shall designate in writing, before starting work, the names and phone numbers of authorized representatives who shall have complete authority to represent and act for the Contractor. An authorized representative shall be readily available at all times. The Contractor is solely responsible at all times for the superintendence of the work and for its safety and progress. The District shall notify the Contractor's authorized representatives when, in the opinion of the District, conditions warrant additional or reduced snow removal efforts. The Contractor shall provide sufficient experienced, properly licensed and trained personnel to do the work outlined in this Contract and shall not employ any unfit or unskilled person.

Prior to, (and during multi-day) storm events, the Contractor shall provide direct contact information for authorized representative in charge of the plowing operations. This allows the District to more effectively handle customer complaints, calls from law enforcement, and other issues as they arise. The Contractor's authorized representative shall also advise District of cessation of operations concurrently therewith.

VIII. SAFETY:

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. Safety provisions shall conform to all present, amended and future applicable federal, state, county and local laws, ordinances, and codes, to the rules and regulations established by the Nevada Department of Industrial Safety, and to all other laws applicable to the work.

IX. INSTRUCTIONS:

The District will furnish to the Contractor maps of the District for use by Contractor's drivers. Maps will designate roads to be plowed and primary and secondary sanding routes. Secondary sanding routes shall be sanded only at the direction of the District. It is the District's goal to balance safety of the traveling public, expense and environmental concerns of the snow plowing activity on its roadways by minimizing unnecessary sanding efforts. However, public safety is the dominant factor.

X. PERMITS AND REGULATIONS:

Permits and licenses necessary for to perform the work shall be obtained by the Contractor at its expense. The Contractor shall acquaint itself with, and abide by, all requirements of this Contract and related documents. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor observes that this Contract's specifications are at variance therewith, it shall promptly notify the District in writing, and specifically detailing any such discrepancies. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations, Contractor shall bear all costs, penalties, fines and attorney's fees incidental thereto.

XI. DISTRICT'S RIGHT TO TERMINATE CONTRACT OR TO DO WORK:

In the case of unsatisfactory performance by Contractor, District may provide snow removal to supplement Contractor's work without terminating the Contract, and Contractor shall be responsible for any increased costs above the per hour rates as specified by this Contract incurred by District for the balance of the Contract term.

If the Contractor should be adjudged voluntary or involuntary bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of it, or if it is insolvent, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled or trained personnel or provide properly maintained equipment, or should fail to perform snow removal, provide adequate quality sand and salt or perform de-icing to a reasonable level of effort and care, or if it should fail to make prompt payment to its employees or subcontractors for material or labor, or persistently disregard governing law, ordinances, codes or the instructions of the District, or otherwise be guilty of a substantial or material breach or violation of any provisions of this Contract, then the District may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate this Contract with Contractor. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

If the District terminates the contract for unsatisfactory performance, Contractor shall be responsible for any increased cost in snow removal above the per hour rates as specified by this Contract for the balance of the Contract term.

In the event of disagreements, all parties agree to meet and confer prior to any action. Contractor will be provided reasonable opportunity to cure deficiencies prior to default or termination for unsatisfactory performance.

NRS 332.065, Subsection 3. states "If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may re-award the contract to the next lowest responsive and responsible

bidder without requiring that new bids be submitted. Re-awarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract."

XII. INSURANCE:

The Contractor shall obtain at its own expense all required insurance. Such insurance must have the approval of the District as to limit, form, and amount and be in accord with this Contract. The Contractor will not permit any District approved subcontractor to commence any work until the insurance requirements have been complied with by such subcontractor. Contractor shall obtain and maintain Workers Compensation Insurance and Comprehensive General Liability and Property Insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor will provide District certificates issued by the insurance carrier showing that such policies are in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days written notice to be delivered by certified or registered mail to the District. In case of the breach of any provision of this Article, the District, at its option, may take out and maintain at the expense of the Contractor such insurance as the District may deem necessary and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

A. Comprehensive General Liability Insurance: The Contractor shall submit written evidence that it and/or its subcontractors have obtained full Comprehensive General Liability Insurance coverage. This coverage will provide for both bodily injury and property damage and be in the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The Bodily Injury portion will include coverage for injury, sickness, disease, or death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract. The Property Damage portion will provide for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of, or in connection with, the performance of work under this Contract. Included in such insurance will be contractual coverage sufficiently broad to insure compliance with that provision titled "Indemnity" hereinafter. The Comprehensive General Liability Insurance will include as Additional Named Insureds the District and each of its officers, agents, and employees.

B. Workers' Compensation Insurance: The Contractor shall submit written evidence that it has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State of Nevada laws, including any amended laws taking effect during the term of this Contract. The Contractor shall, before the commencement of the work herein specified, and on an annual basis thereafter, furnish to the District a certificate of coverage in compliance with Nevada Workers' Compensation laws.

C. Automobile Liability: The contractor shall submit written evidence that it has obtained full Business Auto insurance coverage. This insurance shall include protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations, maintenance or use of equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance

shall be not less than \$1,000,000 combined single limit per accident, including non-owned and hired, applying to bodily and personal injury and property damage.

XIII. INDEMNITY:

The Contractor shall hold harmless, indemnify, and defend the District and each of its officers and employees and agents from any and all liability claims, losses, or damages arising or alleged to arise from or during the performance of the work described herein, and specifically including any personal injury, property damage, or any other loss caused by or occurring as a result of Contractor's performance of the Contract.

XIV. PRESERVATION OF PROPERTY:

The Contractor shall take all precautions necessary to prevent damage to all property and improvements, including above-ground and underground utilities, trees, shrubbery, fences, signs, mail boxes, driveways, survey marks and monuments, buildings and structures, the District's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's negligent operations, they shall be replaced and/or restored at the Contractor's expense, to a condition at least as good as the condition they were prior to the injury or damage. Roadway delineation/snow stakes shall be included in "District's property". When delineation is damaged beyond repair and new delineation has to be installed the cost of the delineation will be the Contractor's responsibility.

On or before September 1 of each contract year, the Contractor shall notify District, in writing, of any observable hazards existing on the streets that could reasonably cause injury to its drivers or damage to its equipment. District will repair, eliminate or mitigate such hazards upon adequate notice.

XV. ACCIDENTS:

The Contractor must promptly report in writing to the District all accidents arising out of, or in connection with, the performance of the work, giving full details and the names, addresses and statements of witnesses. In addition, if death or serious injury or serious damage occurs, the accident must be reported immediately to the District by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

XVI. MATERIALS AND EQUIPMENT:

If the Contractor proposes to substitute materials or equipment from those specified, it shall first request approval from the District of the proposed substitutions. No substitutions may be made without prior written approval of the District.

XVII. RECORDS:

The Contractor shall at all times maintain adequate books and records pertaining to work under the Contract and documenting work performed, hours worked and costs of materials for de-icing and fuel. All records shall be available to District during regular business hours upon reasonable prior notice.

XVIII. PAYMENT:

Contractor shall be fully responsible for the prompt payment of all bills, wages and salaries including all taxes and insurance if its employees.

Contractor may submit invoices as soon as possible after a snow event, and at least once monthly by the 10th of the month for work performed the previous month. Payment under this Contract shall be made for each documented hour or partial hour of equipment used for snow removal, sanding and checking roads to determine if plowing/sanding is needed and shall be made for each load or partial load of sand/salt mix applied to the roads. Partial hours shall be documented and paid for in (1/4) quarter hour increments. In support of each billing, Contractor shall supply time records showing date, driver's name, general location of plowing or sanding, equipment used, hours of work, a measurement of sand/salt used, and fuel invoices if a surcharge is included in the invoice.

Payment shall be made to Contractor within fifteen days of receipt of an invoice, subject to verification by District of work performed.

De-icing or anti-icing materials, including sand/salt mix shall be paid for as used by the Contractor for the benefit of the District and shall be billed at Contractor's documented cost for materials, hauling, mixing, loading and storage. Records of total quantities and areas of application must be provided to the District with each pay request.

Whenever the average price of diesel fuel purchased during a semi-monthly billing period exceeds the established price per gallon for the snow year, Contractor may claim a one percent (1%) surcharge on the applicable equipment rates for that billing period for each fifteen cents (\$.15) the diesel price exceeds annual established rate. Contractor must include a copy of relevant fuel invoices with the billing. The annual unit price of diesel fuel will be reset at the beginning of each plowing season covered in this contract based upon the average monthly price paid by the district during the preceding six months (adjusted for taxes).

The Contractor shall accept the compensation as herein provided as the full payment for furnishing all superintendence, labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for executing the work according to the Contract documents. No compensation will be made in any case for loss of anticipated profits.

Payments Withheld: The District may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- a. Claims filed or reasonable evidence indicating probable filing of claims.
- b. Failure of the Contractor to make payments properly to subcontractors, suppliers or employees or for material or labor.
- c. Failure of the Contractor to repair damage to private property or in right-of-way.
- d. Failure to maintain or repair required equipment to meet performance requirements.

XIX. ISSUES WITH PRIVATE PROPERTY OWNERS AND THE GENERAL PUBLIC:

All complaints of third parties on snow removal or sanding received by the District shall be received by the District, which will direct matters to the Contractor as appropriate. Drivers shall be directed not to enter into discussions with the public but to refer issues to the District's designated representative.

District and Contractor shall cooperate in the removal of vehicles from the right-of-way when they are impeding snow removal. Contractor shall first notify the Douglas County Sheriff and then notify the District representative of such impeding vehicles.

XX. ANNUAL MINIMUM PAYMENT GUARANTEE:

Unless this Contract is terminated as set forth herein, the District will guarantee an annual minimum payment of \$315,000 for the first year, \$250,000 for the second year, and \$250,000 for the third year of the Contract. Fuel surcharges, as noted in Article XVIII will not be counted toward the minimum guarantee. Contract extensions will be considered as an extension of the third year of the contract. Annual minimum payment will be \$235,000 for each year of a contract extension. Additional work or alternative equipment used under the provisions of this contract may be substituted to fulfill work of minimal years when snowfall is light.

On October 1 of each Contract year, District will advance to Contractor the sum of \$25,000. Any balance due on the guarantee will be due June 1 of the following year or, upon written request of Contractor and with approval of District, a prorated amount equal to \$36,250 per month less 10% retention during the months of October through May of the first contract year; \$31,250 per month less 10% retention the second year and third contract year, which may be paid in advance of June 1

Contract extensions will be considered as an extension of the third year of the contract. A prorated amount equal to \$26,250 per month less 10% retention, which may be paid in advance of June 1.

XXI. SNOW REMOVAL AND DE-ICING PROCEDURES

A: PROCEDURES

Contractor shall perform snow removal and sanding on designated streets maintained by the District and on private roads within District boundaries that are designated by the District.

1. Unless District notifies Contractor otherwise, snow plowing shall commence when the snow reaches a depth of three (3) inches on the road at the intersection of North Benjamin and Kingsbury Grade. Sanding shall begin as soon as surfaces on regularly-sanded streets have the potential to become slippery, as determined by the District.
2. Contractor shall ensure school bus routes are free of snow and apply de-icing materials prior to the normal travel time of school buses and, when conditions permit, by 7 a.m. if the snow is at or over three (3) inches deep.
3. De-icing ("sanding") shall be done on streets designated by the District before 7 a.m. and again early afternoon when streets are icy and at such other times as conditions warrant.
 - a. District shall designate Primary and Secondary Sanding Routes. Secondary sanding routes shall only be sanded with approval of the District Representative or designate. Areas not identified as Primary or Secondary shall only be sanded at the direction of the District Representative or designate. District reserves the right to reduce or expand the routes based on operational requirements.
 - b. Should a sand truck be observed off of the approved Primary Sanding Route or repeatedly travelling the route with no visible sign of need for plowing or sanding without receiving prior permission from the District, all of the hours measured back to the last time the operator can be verified to have been on its normal route will be at the Contractor's cost. District shall not pay the Contractor for any un-authorized work.
 - c. Type "D" Sand meeting the Nevada Department of Transportation specification shall be exclusively used in the sand/salt mix applied to streets.
 - d. The District shall designate the application rate, width and symmetry of sand application.
 - e. The District shall communicate to the Contractor any changes in application rate from the calibrated rate of application as defined herein.
 - f. The District shall designate the width of spread pattern to use on each route unless this has been pre-arranged. In no case shall the spread pattern formed by the material extend beyond the traveled portion of the road.
4. After heavy snowstorms and when fire hydrants become inaccessible for use, Contractor shall clean in front of and around hydrants along the streets Contractor is obligated to plow. Contractor shall assume responsibility for any snowplow damage to such fire hydrants and shall indemnify and hold District harmless for damages to hydrants or any claim resulting from Contractor removing snow from fire hydrants. District, with input from Contractor, will ensure that hydrant locations are clearly marked.
5. A rotary snow blower shall be used in such areas as are designated by District, with District authorization prior to each use.

6. District reserves the right to perform limited plowing (up 25% of the plowing work). If District plows, District shall coordinate its efforts with Contractor so that the work is not overlapped. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will plow, specific days and times that the District will take responsibility for plowing, and when the Contractor shall resume plowing and/or sanding responsibilities for those specific streets. Contractor shall not be liable for damage caused by District plowing efforts.
7. District will perform anti-icing operations within specific areas of the District. District shall coordinate such efforts with Contractor. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will perform anti-icing operations, specific days and times that the District Work will be performed, and when the Contractor shall resume anti-icing responsibilities for those specific streets. Contractor shall not be liable for damages resulting from District's anti-icing operations. Contractor shall be responsible for the overall safety of the roads at all times.
8. When practical, loader and plow truck blades shall be turned away from driveways and intersections to reduce or eliminate berms. Intersection berms shall be cleared regularly during and immediately after a storm.

B: EXCESSIVE WINTER DE-ICING MATERIALS/ABRASIVES USAGE

1. The District has determined the amount of winter de-icing materials/abrasives required to complete each route based on normal rate of application and even coverage.
2. Should the winter de-icing material/abrasives usage by the Contractor be found excessive (more than 10% of the amount of winter de-icing material/abrasives estimated for the assigned route using the traveled route distance, capacity of the spreader and normal application rate), the District shall have the right to deduct the cost of the extra winter de-icing material/abrasives used from any payment due to the Contractor.
3. Should the winter de-icing material/abrasives usage as a function of distribution rate as measured by the spreader controls (+/-5%) not equal the actual volume of winter de-icing materials/abrasives used, the spreader will be deemed to be operating improperly or the load to have been spread incorrectly. If so, the Contractor shall immediately advise the District and shall do the following:

Should the Contractor have a spare spreader; the Contractor shall remove from service the out of calibration spreader. The Contractor shall make the spreader switch recognizing that time is of the essence. The District and Contractor shall agree on the time required to make the switch safely. The Contractor shall not be entitled to payment between end of route time for out of calibration spreader and arrival on route of spare spreader.

4. If the Contractor does not have a spare spreader, District may permit the Contractor to use the out of calibration spreader on the current winter event.

5. The out of calibration spreader shall be re-calibrated and available within twenty-four (24) hours or other District and Contractor agreed upon time frame. The District's decision shall be final.

The Contractor shall ensure that the actual volume of winter de-icing materials used is included in daily reports. This shall be reported in cubic yards.

Upon completion of an assigned route the Contractor shall return any unused winter de-icing materials to its place of origin and again shall ensure that the actual cubic yard volume of winter de-icing materials used is included on the daily reports.

The Contractor shall be aware that large or foreign objects may exist in the winter de-icing materials. The Contractor shall take such precautions to prevent damage to his equipment and public from such objects. District will not be responsible for any damages from such objects loaded into the Contractor's spreaders.

XXII. EQUIPMENT:

- A. MINIMUM EQUIPMENT REQUIRED. Contractor shall have in good working order for the performance of this Contract the following equipment. Substitutions may be made only with the approval of District and will be documented with an amendment to this Contract. Other equipment and hourly rate may be listed (will not be included in determining the rate for bidding) but could be made available by the contractor for use under this contract as approved by the district. Minimum equipment required, when not available during a snow event may be cause for a deduction of payment (at the rate specified in the bid) unless suitable substitution has been approved by the district.
 - a. Five (5) fully chained wheel loaders with 10 to 14-foot snow blades and a minimum of three (3) three-cubic yard buckets.
 - b. Two (2) large rotary snow blowers with minimal capacity each of 2500 tons per hour. And two (2) small rotary snow blowers with capacity of approximately 600 to 1000 tons per hour. Blowers may be loader-mounted.

Plowing/Sanding and Salting units as specified;

- c. Three (3) Spreader/Snowplow Combination Truck with drive wheels chained with 5 to 7 cubic yard spreader box / hopper, 10 to 14-foot reversible snow blade complete with operators (this includes one extra truck for back-up). All trucks must be able to be fitted with GPS sensors to indicate plow up/down.

Two (2) of the spreader trucks must have both pre-wetting and anti-icing capability and be equipped with a minimum liquid tank capacity of 490 gallons per spreader truck.
4. All snowplow units shall be equipped with variable speed spread control system capable of controlling the application rate of sand or the sand/salt mixture. A hydraulic pump, powered by the vehicle's engine, shall power the hydraulic system of all spreader boxes. Auxiliary motors are not permitted. All must be capable to be fitted with GPS sensors for plow up or down.

5. Variable speed spread control devices shall be able to be calibrated to ensure consistent and uniform delivery of material to the road. It is preferred for the spread rate application settings to be controlled from inside the cab of the vehicle. All must be suitable to be fitted with GPS sensors for spreader on/off protocol.
6. One (foreman) support truck (1 ton) with blade.

All plow trucks will be fitted with prescribed vehicle tracking system modules at District's expense. Contractor is responsible for use, maintenance, and security of these tracking units. The GPS unit is connected to the electronic wiring harness system of the vehicle. Detailed information on the current system being used can be found at <http://www.networkfleet.com>.

- The District will pay the monthly monitoring charges.
- The District will allow the Contractor limited access to various functions within the software and to generate reports.

Equipment not meeting the above requirements will be rejected. Within the provisions of this contract and upon mutual agreement the contractor may make equipment available to complete other district assignments which the contractor is licensed and qualified to perform.

XXIII. DE-ICING AND ANTI-ICING MATERIALS:

- A. Contractor shall prepare and provide mixed sand and salt for de-icing at a ratio not to exceed 1 part salt to 3 parts Type "D" at Contractor's cost. Contractor shall provide covered storage for the sand/salt mixture and maintain moisture content at less than 2%. Alternatively, District, at its discretion, may provide and store mixed sand/salt for Contractor's use with appropriate notice.
- B. District may seek to explore de-icing and anti-icing alternatives during the term of the Contract and reserves the right to negotiate with Contractor the implementation of a different sanding/de-icing/anti-icing program which may include, among other things, pre-wetting of the sand/salt mix, use of different chemicals and a change in application rates or procedures. District reserves the right to bring the sanding component of the contract in-house upon reasonable notification to Contractor with appropriate reduction in minimum rate payable to contractor.
- C. QA/QC: Contractor shall allow the District to obtain samples of the sand/salt mix from spreaders to verify correct sand type and mix ratios.

XXIV. STAGING YARD AND MATERIALS STORAGE:

- A. Contractor must provide his own equipment staging and material storage area at Stateline, Nevada or at another nearby (within two miles of District boundaries) District-approved site. Contractor is required to operate and maintain the yard in compliance with applicable State and Federal laws.

XXV. DEFINITIONS:

- A. SANDING means the application of de-icing abrasives by pre-wetting a sand and salt mixture as it is applied during and after storm events.
- B. ANTI-ICING means pre-wetting the road surface with 23% salt brine and/or salt before a storm event
- C. DE-ICING means Application of 23% salt brine and salt after a storm event

XXVI. SAND SPECIFICATIONS (SPEC. "D"):

- Moisture content shall not be in excess of 5% of the weight of the material delivered.
- Durability Index or hardness must be greater than 75 per ASTM D4644 test. The loss by abrasion must be less than 33%.
- The content of material smaller than 100 mesh sieve must not exceed 4.0 percent fines by weight. The content of material smaller than 200 mesh sieve must not exceed 2.5 percent fines by weight. Phosphorus: The maximum phosphorus content shall be 10 parts per million or less.

<u>SIEVE SIZE</u>	<u>PERCENTAGE PASSING</u>
#4	93% - 100%
#8	40% - 80%
#16	15% - 60%
#50	0% - 20%
#100	0% - 4%
#200	0% - 2.5%

"Percent Fines" means the percent material passing a specified sieve size as determined by the American Society for Testing Materials (AASHTO) "Standard Method for Sieve Analysis of Fine and Coarse Aggregates", designation I 36-84a or AASHTO Designation T27.

"Durability Index" means the hardness of the material or its resistance to breaking down as defined by American Association of State Highway and Transportation Officials (AASHTO) T-210 or Caltrans Test 229.

"Loss by Abrasion" means the percent loss of weight as determined by using AASHTO 'Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and impact in the Los Angeles Machine". Designation AASHTO T-96.

Exhibit B
BID FORM

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
SNOW REMOVAL CONTRACT BIDDING
August 23, 2022 10:00 AM**

The undersigned bidder declares that he has examined the Information for Bidders, Snow Removal Contract, General Conditions & Specifications (Exhibit "A"), completed the Contractor's Qualification Statement (Exhibit "C") and examined the roadways shown on the District Map (Exhibit "D") and has a full and complete knowledge of the work specified and the terms of the contract. Bidder agrees that if its bid is accepted as submitted herewith, he/she will enter into a contract with Kingsbury General Improvement District within fifteen days of Notice of Award and will supply all equipment, labor and materials as offered in this bid to the full compliance with the specifications. Upon satisfactory completion of all other elements of this proposal and ability to serve the district, the award will be determined based upon the total required equipment cost per hour.

All required documents must be signed and enclosed, also page two of this exhibit must be initialed by submitting official to be deemed complete.

BIDDER'S INFORMATION:

COMPANY NAME _____

ADDRESS: _____

PHONE: _____ FAX: _____

NEVADA STATE CONTRACTOR LICENSE NO. _____ CLASS _____

LICENSE MONETARY LIMIT _____

Signature of Bidder

Date

Printed Name

Title

Location(s) of staging yard, fuel and materials storage area:

Kingsbury General Improvement District
 Bid Form - Contract for Snow Removal
 For Bid Opening August 23, 2022
 Page Two

Required Equipment Listing

<u>Type</u>	<u>Make</u>	<u>Size or Capacity</u>	<u>Rate/ Hour</u>
Wheel loader			
Wheel loader			
Wheel loader			
Wheel loader			
Wheel loader			
Large rotary snow blower			
Large rotary snow blower			
Small rotary snow blower			
Small rotary snow blower			
Spreader/Snowplow Combination Truck			
Spreader/Snowplow Combination Truck			
Spreader/Snowplow Combination Truck			
Support truck (1 ton) with blade			
TOTAL			

Additional equipment available to district

Exhibit C

CONTRACTOR'S QUALIFICATION STATEMENT

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

Telephone _____

Submitted to:

Name Kingsbury General Improvement District

Address PO Box 2220, Stateline, NV 89449

Telephone (775) 588-3548

Project Name and Description (if applicable):

Kingsbury GID Snow Removal Contract

Contractor's General Business Information

Check if:

- ☐ Corporation ☐ Partnership ☐ Joint Venture
☐ Sole Proprietorship ☐ LLC

If Corporation:

a. **Date and State of Incorporation**

b. List of Executive Officers

Name

Title

If Partnership:

a. **Date and State of Incorporation**

b. Names of Current General Partners

Name

Title

c. Type of Partnership

- ☐ General ☐ Publicly Traded ☐ Limited

☐ Other (describe):

If Joint Venture:

a. **Date and State of Incorporation**

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

Name

Address

Form of Organization

1. On Schedule A, attached, list statement of bidder experience completed by this organization in the past five (5) years. (If joint venture, list each participant's projects separately).
2. On Schedule B, attached, list current snow removal contracts held by this organization, (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?
☐ Yes ☐ No

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any contract awarded to it?
☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a contract awarded to him or her in their own name or when acting as a principal of another organization?
☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

9. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?
☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

10. Has your organization had a contract partially or completely terminated with or without cause within the past five years?
☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

11. List the licensed categories of work that your company normally performs with its own workforce.

12. If required, can your organization provide a bid bond for this project? ☐ Yes ☐ No

13. What is your approximate total bonding capacity?

- ☐ \$500,000 to \$2,000,000
☐ \$2,000,000 to \$5,000,000
☐ \$5,000,000 to \$10,000,000
☐ \$10,000,000 or more

14. Describe the permanent safety program maintained within your organization. Use attachment if necessary.

15. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank

Address

Account Manager

Telephone

16. Per NRS 338.1385, complete the following:

- (a) Has your organization been determined by the State Public Works Board pursuant to NRS 338.1379 to be qualified to bid on contracts for public works of the State pursuant to criteria adopted pursuant to NRS 338.1375? ☐ Yes ☐ No
- (b) Has your organization been determined by another governing body pursuant to NRS 338.1379 to be qualified to bid on contracts for public works of that local government pursuant to criteria adopted pursuant to NRS 338.1377? ☐ Yes ☐ No
- (c) If you did not answer "yes" to either 16(a) or 16(b), complete the following:
- (1) Has your organization breached any contracts with a public agency or person in this state or any other state during the 5 years immediately preceding the date of this bid?
☐ Yes ☐ No If yes, describe circumstances and provide details on attachment.
- (2) Has your organization been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895?
☐ Yes ☐ No If yes, describe circumstances and provide details on attachment.
- (3) Has your organization been convicted of a violation for discrimination in employment during the 2 years immediately preceding the date of this bid?
☐ Yes ☐ No If yes, describe circumstances and provide details on attachment.
- (4) Does your organization have the ability to obtain and maintain insurance coverage for public liability and property damage within limits sufficient to protect your organization and your subcontractors from claims for personal injury, accidental death and damage to property that may arise in connection with the work to be required by this project?

☐ Yes ☐ No

Furnish the following information with respect to your Workmans Compensation Carrier:

Name of Provider

Address

Policy Agent

Policy Number

Telephone

- (5) Has your organization been disciplined for fined by the State Contractor's Board or another state or federal agency for conduct that relates to the ability of your organization to perform the work to be required by this project?

☐ Yes ☐ No If yes, describe circumstances and provide details on attachment.

- (6) During the 5 years immediately preceding the date of application, has your organization, any principals or affiliated organizations filed as a debtor under the provision of the United States Bankruptcy code?

☐ Yes ☐ No If yes, describe circumstances and provide details on attachment.

- (7) During the 5 years immediately preceding the date of this bid, has your organization, as a result of causes within the control of your organization or a subcontractor supplier of your organization, failed to perform any contract:

- (i) In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative; or,
(ii) Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative; or,
(iii) For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative?

Evidence of failures described in this subsection may include, without limitation, the assessment of liquidated damages against your organization, the forfeiture of any bonds posted by your organization, an arbitration award granted against the applicant or decision by a court of law against your organization.

☐ Yes ☐ No If yes, describe circumstances and provide details on attachment.

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

By: _____ (Signature)

_____ (Print)

Title: _____

Date: _____

SCHEDULE A – STATEMENT OF BIDDER EXPERIENCE – DURING LAST FIVE YEARS

Contract Name, Location and Description of Work

Owner/Entity

Contact Person

Date Completed

Contract Price

Phone

SCHEDULE B – CURRENT SNOW REMOVAL CONTRACTS HELD

Contract Name, Location and Description of Work

Owner/Entity

Contact Person

Contract Price

Phone

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a composition book. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

SCHEDULE C – CONSTRUCTION EXPERIENCE OF PRINCIPAL INDIVIDUALS

Name

Position

Date started with
this organization

Date started in construction

Prior positions and experience in construction

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

