

**TRUCKEE MEADOWS WATER AUTHORITY  
PRE-QUALIFICATION APPLICATION FORM**  
Fleish Tunnel Project

Contractors who wish to bid as prime contractors for TMWA's Fleish Tunnel Project must complete this Pre-Qualification Application Form and mail to P.O. Box 30013, Reno, Nevada 89520-3013 or deliver in person to 1355 Capital Boulevard, Reno, NV 89502. This form shall be submitted in triplicate. For all information required, please provide original copies. Original signatures shall be by an officer of the company or by a person authorized by corporate resolution, a copy of which resolution must be included in the application.

**PART I - GENERAL INFORMATION**

1. General Information:

Construction Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*(Address and/or PO Box, City, State and Zip)*

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

2. License Information:

(a) List all currently valid general contractor license classification(s) issued by the State of Nevada and State of California which your company possesses including the license limit amounts\*:

License Classification: _____	Issuing State: _____	License Limit Amount: \$ _____
License Classification: _____	Issuing State: _____	License Limit Amount: \$ _____
License Classification: _____	Issuing State: _____	License Limit Amount: \$ _____

\*If the Fleish Tunnel Project exceeds the license limit of the Application, the Applicant must submit written evidence from the State of California Contractors' Board of an approved increase in its license limit in an amount adequate to cover the project. Such written proof must be submitted as part of the bid submission, or TMWA may disqualify its bid.

(b) Attach a current copy (less than 30 days old) of your contracting license information from the Nevada State Contractors' Board website [<http://www.state.nv.us/nscb/>]. On that page, access this information through one of the searches under "Contractor License Search", click on your license number and print the information. (See Item 10 (a) below if applicable).

(c) Attach a current copy (less than 30 days old) of your contracting license information from the California and Nevada State Contractors' Boards, including license number.

(d) Has your license ever been suspended or revoked by the NV State Contractors' Board or California State Contractors Board?  YES  NO

If YES, please explain including dates, reason (Your explanation of any disciplinary board action must be provided): \_\_\_\_\_

\_\_\_\_\_

3. **Does your company have the ability to obtain the necessary bonding required by TMWA as specified in the attached Exhibit A?**

\_\_\_ YES                      \_\_\_ NO

If YES:

- (a) Attach a letter from your surety of intent to issue bonds. This letter shall include your single and aggregate bonding limits. Attach a letter from your **SURETY COMPANY (not the agent)** of its intent to issue bonds. This letter shall include your **single** and **aggregate** bonding limits. Letter must be dated and signed by the Attorney-in-fact. Include a copy of the Power of Attorney for the person signing this letter. Undated letters will not be considered.

List your bonding limit for **both**: Single: \_\_\_\_\_ Aggregate: \_\_\_\_\_

- (b) Attach a copy of evidence that your **surety** company is authorized to do business in the State of Nevada and State of California.
- (c) Attach a copy of your surety company agent's current licenses issued by the California and Nevada Divisions of Insurance.
- (d) Provide proof that your surety company is listed/approved by the U.S. Department of the Treasury. Provide a current, less than 30 days old, copy of the page that lists your surety from Department Circular 570. This listing can be accessed at: [<http://www.fms.treas.gov/c570/index.html>], then click on "Treasury Circular 570".
- (e) Provide a statement from your **surety** company (**not the agent**) regarding any claims filed against your company. The surety company shall certify a list of all such claims. **If your surety company has been doing business with your company less than 3 years, provide this information from both your current and previous surety companies.**

4. **Has your company successfully completed five (5) or more projects over \$2,000,000 during the last five years, acting as the prime contractor, of similar size, scope or type of work as the Fleish Tunnel project?**

\_\_\_ YES                      \_\_\_ NO

If YES:

- (a) Complete and attach Attachment A for each of the above described projects that your company has successfully completed on time.
- (b) Attach a copy of documentation evidencing completion for each project (Owner's close out documents, letter from Owner stating when project was completed, Certificate of Occupancy, recorded Notice of Completion, etc.)

5. **In order to determine if the principal personnel (as listed on your contractor's license) employed by you have the necessary professional qualifications and experience for the Fleish Tunnel Work:**

- (a) Complete and attach Attachment B specifying the information of each of the principal personnel and your company's project supervisors who have the applicable experience working on public work projects and who may be assigned to the Fleish Tunnel Work, should you be awarded a bid.
- (b) Attach a complete resume identifying education and detailed work/project experience for each person listed in Attachment B.
- (c) Attach an organizational chart of your company as it applies to local operations.

6. **Has your company breached any contract with a public agency or person in Nevada, California, or any other state during the past five years?**

\_\_\_ YES                      \_\_\_ NO

If YES, please complete and attach Attachment C for all contracts breached during the last five years.

7. **Has your company been disqualified from being awarded a contract pursuant to NRS 338.017 or NRS 338.13895 or by any other governmental entity under applicable law?**

YES  NO

If YES, please complete and attach Attachment D for all disqualifications stemming from violations determined to be valid by any applicable governmental agency.

8. **Has your company been convicted of a violation for discrimination in employment during the past two years?**

YES  NO

9. **Does your company have the ability to obtain and maintain insurance coverage for public liability and property damage to protect your company and all 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 TMWA, in strict accordance with the requirements listed in Exhibit A?**

YES  NO

If YES, attach a copy of your proof of Commercial General Liability and Auto Liability insurance, signed by a Nevada Resident Agent in strict accordance with the requirements listed in Exhibit A.

10. **Has your company established a safety program that complies with the requirements of NRS Chapter 618?**

YES  NO

11. **Has your firm been disciplined or fined by the State of Nevada or California Contractors' Boards, Labor Commissioners, or any other state or federal agency for conduct that relates to contracting or construction?**

YES  NO

If YES, please complete and attach Attachment D for all such disciplinary action and fines.

12. **Has your company filed as a debtor under provisions of the United States Bankruptcy Code in the last five years?**

YES  NO

If YES, please complete and attach Attachment E.

13. **Is all the information on this application truthful and complete?**

YES  NO

If YES, by signing this document the signatory is declaring under penalty of perjury that his application is truthful, complete, current and accurate in all regards and will provide upon request to TMWA within 7 calendar days, current information for any criteria contained in this application.

14. **Has your company as a result of causes within your control or the control of your subcontractor or supplier, failed to perform in the manner specified by the contract and any change orders approved by the owner, failed to perform in the time specified by the contract unless extended by the owner, and/or failed to perform for the amount of money specified in the contract or as modified by any change orders approved by the owner, been assessed liquidated damages, forfeited any bonds posted,**

**had an arbitration award granted against the company or had a decision by a court of law against the company?**

\_\_\_ YES

\_\_\_ NO

If YES:

- (a) Please complete and attach Attachment C for all applicable contracts.
- (b) Attach a copy of documentation of completion with each project, if applicable.

15. **Has your company, within one year immediately preceding the date of the application, materially breached a contract for a public work for which the cost exceeded \$25,000,000?**

\_\_\_ YES

\_\_\_ NO

If YES, please complete and attach Attachment C for all applicable contracts.

I understand that:

- (a) Failure to provide any portion of the required information listed in this application may be cause for disqualification;
- (b) TMWA reserves the right to send a letter requesting clarifications to this application and if so, Applicant has 7 calendar days to submit clarifications
- (c) TMWA may verify information provided and applicant may be deemed not qualified to bid based upon the evaluation of the information provided or which applicant fails to provide;
- (d) TMWA reserves the right to cancel the qualification process at any time TMWA deems in the best interest of the public.

I declare under penalty of perjury that this application is truthful and complete, current and accurate, and that I will provide, upon written request to TMWA within 7 calendar days, current or clarified information for any criteria contained in this Qualification Application.

*Signed by Authorized Representative:*

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

ATTACHMENT A

COMPLETED PROJECTS

List *three (3) or more* projects (*maximum of five (5) projects per license classification*) over \$2,000,000 that your company has successfully completed on time of similar size, scope, or type of work as to be performed for TMWA, within the last 5 years acting as the prime contractor (not as a subcontractor) using the general contractor's license(s). **Attach a copy of documentation of completion with each project (Owner's close out documents, letter from Owner stating when project was completed, Certificate of Occupancy, print out of officially recorded Notice of Completion, etc.).** If a contractor has more than one general contractor's license, and wants to be considered qualified using each license, it must submit at least one project using each license. Contractors will only be qualified for the type of work which they submit representative of each license classification they possess. **Applicant MUST use this form, one per project.** Duplicate this form as necessary. Failure to answer all questions may result in your application being returned.

1. Project Name: \_\_\_\_\_

2. Project Address, City, State and Zip: \_\_\_\_\_  
\_\_\_\_\_

3. Project Owner's Name & Contact Name: \_\_\_\_\_  
\_\_\_\_\_

4. Project Owner's Address, City, State and Zip: \_\_\_\_\_  
\_\_\_\_\_

5. Project Owner's Telephone Number: \_\_\_\_\_

6. Project was a:  Negotiated Contract or  Competitive Bid

7. Project required Payment and Performance Bonds?  YES  NO

8. Provide general project description, number of structures, square footage, number of stories, approximate site acreage, and type of construction, so the Evaluation Panel can understand the degree of difficulty or complexity of this project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. List the dollar amount of this contract award: \$ \_\_\_\_\_

List the dollar amount of this contract at final completion: \$ \_\_\_\_\_

If there is a difference in the contract award amount and the final completion amount of the contract, please explain:  
\_\_\_\_\_  
\_\_\_\_\_

10. Original Contract Duration in Calendar Days: \_\_\_\_\_

Were there any calendar days that were approved and added by the Owner?

YES  NO

If YES, explain and note the number of calendar days added: \_\_\_\_\_  
\_\_\_\_\_

11. Notice to Proceed Date: \_\_\_\_\_

Substantial Completion Date: \_\_\_\_\_

Final Completion Date: \_\_\_\_\_

12. Were there any judgments and/or liens, inclusive of arbitration decisions?

YES  NO

If YES, indicate the following:

List the nature of the filing: \_\_\_\_\_

List the status of this lien: \_\_\_\_\_

List the final judgment: \_\_\_\_\_

Court where this lien/judgment filed: \_\_\_\_\_

List the dollar amount of this filing: \$ \_\_\_\_\_

**ATTACHMENT B**

**PRINCIPAL PERSONNEL**

Principal personnel are defined as the owners of the company, the Chief Executive Officer, the Chief Operations Officer, the Chief Financial Officer, **any other officer listed on the contractor's license**, and if applicable, the Qualified Employee listed on the contractor's license; remaining with a firm after a name change, ownership change, business entity change, or change caused by licensing, bonding, or bankruptcy. In addition to the individuals referenced above, please provide the same information on your company's project supervisors who have applicable experience working on public work projects and who may be assigned to a TMWA project, should your company be awarded a project. The Contractor and principle officers of the company shall demonstrate compliance with Section III, 4 of the Pre-Qualification Application for each bulleted item. **Applicant MUST use this form.** Duplicate this form as necessary. Failure to answer all questions may result in your application being returned.

.....  
List all Principal Personnel below. **Attach a resume for each person listed.**

Name of principal person: \_\_\_\_\_

Title/position: \_\_\_\_\_

Number of years this person has been with the company: \_\_\_\_\_

List any civil or criminal judgments against this person: \_\_\_\_\_

\_\_\_\_\_  
List or attach any settlements, judicial or administrative findings of fact and conclusions of law, judicial or administrative decisions or any other records indicating that the principal personnel have violated local, state and federal laws which pertain to the work of the Applicant:

.....  
Name of principal person: \_\_\_\_\_

Title/position: \_\_\_\_\_

Number of years this person has been with the company: \_\_\_\_\_

List any civil or criminal judgments against this person: \_\_\_\_\_

\_\_\_\_\_  
List or attach any settlements, judicial or administrative findings of fact and conclusions of law, judicial or administrative decisions or any other records indicating that the principal personnel have violated local, state and federal laws which pertain to the work of the Applicant:

.....  
Name of principal person: \_\_\_\_\_

Title/position: \_\_\_\_\_

Number of years this person has been with the company: \_\_\_\_\_

List any civil or criminal judgments against this person: \_\_\_\_\_

\_\_\_\_\_  
List or attach any settlements, judicial or administrative findings of fact and conclusions of law, judicial or administrative decisions **or any other records indicating that the principal personnel have violated local, state and federal laws which pertain to the work of the Applicant:**

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT C**  
**UNSUCCESSFUL PROJECTS**

List **any and all** contracts your company was awarded with a public agency or person in this state or any other state, within the last 5 years, and failed to perform in the manner specified by the contract and any change orders approved by the Owner; failed to perform in the time specified in the contract (unless extended by the Owner); and failed to perform for the amount of money specified in the contract (or as modified by any change orders approved by the Owner); failed to perform any portion of the Work that resulted in a breach of contract; was assessed liquidated damages; forfeited any bonds posted; had an arbitration award granted against your company; and/or had a decision by a court of law against the company. **Attach a copy of the Project Owner's Close-Out letter with each project. Applicant MUST use this form, one per project.** Duplicate this form as necessary.

Please check all boxes that apply:

- Failed to perform in the manner specified in the contract and any change orders approved by the Owner.
- Failed to perform in the time specified in the contract (unless extended by the Owner).
- Failed to perform for the amount of money specified in the contract (or as modified by any change orders approved by the Owner).
- Failed to perform any portion of the Work that resulted in a breach of contract.
- Was assessed liquidated damages
- Forfeited bonds posted
- Had an arbitration award granted against the company
- Had a decision by a court of law against the company

1. Project Name: \_\_\_\_\_

2. Project Address, City, State and Zip: \_\_\_\_\_  
\_\_\_\_\_

3. Project Owner's Name & Contact Name: \_\_\_\_\_  
\_\_\_\_\_

4. Project Owners Address, City, State and Zip: \_\_\_\_\_  
\_\_\_\_\_

5. Project Owner's Telephone Number: \_\_\_\_\_

6. Provide general project description, number of structures, number of stories, square footage, approximate site acreage, and type of construction so we can understand the degree of difficulty or complexity of this project.

\_\_\_\_\_  
\_\_\_\_\_

7. List the dollar amount of this contract award: \$ \_\_\_\_\_

List the dollar amount of this contract at final completion: \$ \_\_\_\_\_

If there is a difference in the contract award amount and the final completion amount of the contract, please explain:

\_\_\_\_\_  
\_\_\_\_\_

8. Original Contract Duration in Calendar Days: \_\_\_\_\_

Were there any calendar days that were approved and added by the Owner?

YES  NO

If YES, explain and note the number of calendar days added: \_\_\_\_\_

9. Notice to Proceed Date: \_\_\_\_\_

Substantial Completion Date: \_\_\_\_\_

Final Completion Date: \_\_\_\_\_

Was the project late?  YES  NO

If YES, provide explanation as to why the project was late: \_\_\_\_\_

10. Did your contract contain liquidated damages or penalty clauses?  YES  NO

If YES, were damages/penalty assessed?  YES  NO

If YES, in what total amount? \$ \_\_\_\_\_

11. Was there a forfeiture of any bonds posted by your company?  YES  NO

12. Were there any judgments and/or liens, inclusive or arbitration decisions?

YES  NO

If YES, indicate the filing:

List the nature of the filing: \_\_\_\_\_

List the status of this lien: \_\_\_\_\_

List the final judgment: \_\_\_\_\_

Court where this lien/judgment filed: \_\_\_\_\_

List the dollar amount of this filing: \$ \_\_\_\_\_

**Fill in questions 13 through 15 for contracts breached:**

The extent of and circumstances surrounding any breach of contract will be considered in the determination of your company's qualification. Fill in the information regarding the breach of contact for any reason by your company, including judgments, liens, arbitrations, medication, decisions, customer-direct suspensions or disbarments/disqualifications of your company from other Owners or any state or federal agency. Failure to disclose this information may be grounds for disqualification.

13. List the portion(s) of work that was performed by the Owners or others:

\_\_\_\_\_

14. Provide explanation as to why this work was performed by the Owner or others:

\_\_\_\_\_

15. List the reason for the breach of contract:

\_\_\_\_\_







**EXHIBIT A**  
**BONDS AND INSURANCE REQUIREMENTS AND FORMS**

1 BONDS

- A. The Successful Bidder shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a guaranty bond to take effect upon completion of the project, in such a form and amount as the Owner may prescribe. Bonds may be secured through the Successful Bidder's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada and State of California. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety bonds issued by an individual are not acceptable to TMWA.
- B. Not later than 7 calendar days after Notification of Award, the Successful Bidder shall furnish contract bonds to the Purchasing and Contracts Division as follows:
1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
  2. Performance Bond in the amount of 100% of the Contract price.
  3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the Governing Body has authorized the award and the successful Bidder has submitted its required bonds.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Owner.**
2. The Successful Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state, to the extent required pursuant to Nevada Revised Statute Chapter 683A.**
4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision); companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

2. INSURANCE

- A. Successful Bidder further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Owner to make any payment under this contract, to provide the Owner with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers compensation insurance in the state in which the contractor will hire employees or subcontractors from, whether or not the Successful Bidder has employees.
- B. Successful Bidder agrees to maintain required workers compensation coverage throughout the entire term of **the** contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.
- C. The Successful Bidder shall furnish not later than **7 calendar days** after notification of Intent to Award, the insurance as indicated below. The certificates for each insurance policy **shall** be signed by a person authorized by that insurer and licensed by the State of Nevada.
- D. As a condition precedent to receiving payments, Contractor shall have on file with Owner current certificates of insurance evidencing the required coverage. Insurance certificates for the Owner should contain the information shown on the sample certificates attached.
- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. Owner requires insurance carriers to maintain a Best's Key Rating of A.X or higher. The adequacy of the insurance supplied by the Successful Bidder, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Owner.

- F. Contractor shall furnish renewal certificates to the Owner for the required insurance during the period of coverage required by the contract. Contractor will furnish renewal certificates for the same minimum coverages as required in this Contract. The request for updated renewal certificates will be sent by the Owner to the Contractor 30 calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **7 calendar days**. If within 20 calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the Owner may declare the Contractor in default of its obligation under this paragraph. Contractor shall provide Owner notice of non-renewal, cancellation or material change in any insurance policy at least 30 calendar days in advance.
- G. Owner, its officers, employees, agents, and volunteers, must be expressly covered as insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
1. The Successful Bidder's insurance shall be primary as respects Owner, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to Owner, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.
- H. Each insurance policy supplied by the Successful Bidder must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 calendar days prior written notice by certified mail "return receipt requested" has been given to the Owner. This notice requirement does not waive the insurance requirements contained herein.
- I. **All** deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000.
- J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$10,000,000** per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Contractor's insurer must notify the Owner of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- K. The Successful Bidder shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contractor's bid. The Contractor is required to obtain and maintain the following coverages:
1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on an ISO Commercial General Liability Form CG 00 01. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to Owner within **7 calendar days** after notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Contractor shall maintain limits of no less than **\$10,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Contractor will name TMWA as an additional insured on such policy with coverage for the Contractor's premises, ongoing operations, products and completed operations.
  2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. Contractor shall maintain limits of no less than **\$5,000,000** combined single limit "per accident" for bodily injury and property damage.
  3. Explosion, Collapse, and Underground: Successful Bidder shall provide insurance coverage for explosion collapse and underground hazards with limits of no less than **\$10,000,000** combined single limit per occurrence for bodily injury and property damages.
  4. Installation Floater: Successful Bidder shall be responsible to provide an installation floater insuring at full replacement value, property, machinery, and equipment that the Contractor has agreed to install on behalf of the Owner. Said insurance shall remain in effect from the moment Contractor possesses said property, in transit and until Owner accepts said property according to the terms and conditions of this contract. Contractor further agrees to disclose to Owner the full replacement value of all property insured and is responsible for all property and any insurance deductibles that may apply to the Installation Floater during their term of this Contract.

5. Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (builders risk) upon the work at the site to the full insurable value. This insurance shall include the interests of the Owner, Owner's designated representative, Contractor, Subcontractors, Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Contractor is responsible for the deductible for any claim made against the policy.
- L. If the Contractor fails to maintain any of the insurance coverages required herein, then the Owner will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Contractor is responsible for any expenses paid by the Owner to maintain such insurance and the Owner may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the contract.
- M. The insurance requirements specified herein do not relieve the Successful Bidder of its responsibility or limit the amount of their liability to the Owner or other persons and the Successful Bidder is encouraged to purchase such additional insurance as it deems necessary.
- N. Contractor is responsible for and must remedy all damage or loss to any property, including property of Owner, caused in whole or in part by the Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- O. The Successful Bidder shall pay all premiums and costs of insurance.
- P. Regardless of the coverage provided by any insurance policy, the Contractor shall indemnify, defend and hold Owner harmless from any and all claims, demands, actions, attorneys' 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 this Contract. Contractor shall indemnify, defend and hold harmless the Owner and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

SUPPLEMENTAL INSURANCE BUILDERS RISK FOR CONSTRUCTION OF NEW STRUCTURES, ADDITIONS, ALTERATIONS OR REPAIRS TO TMWA REAL PROPERTY

**1. During the term of this Contract Contractor shall provide insurance as follows:**

Builder's Risk or Course of Construction Insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contractors, and their Subcontractors of any tier providing equipment, materials, or services for the project. Coverage is as follows:

PRODUCER  
COMPANY

Telephone Number:  
Fax Number:  
Email:

INSURED:

Truckee Meadows Water Authority; Its Contractors and Subcontractors of any tier: TMWA, P.O. Box 30013, Reno Nevada 89520-3013.

DEDUCTIBLES:

Each loss shall be adjusted separately for any one Insured Project and any one Occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

- A. In respect of losses arising from all other insured perils: \$25,000 per each occurrence.
- B. In respect of losses arising from the peril of flood: \$150,000 per each occurrence.
- C. In respect of losses arising from the peril of earthquake, volcanic eruption, landslide or mine subsidence: \$500,000 per each occurrence.

**2. Contractor will be responsible for the deductible amounts, per each occurrence, as shown above, or as adjusted by the TMWA's Builders Risk policy from year to year. TMWA will make every attempt to maintain the deductibles from year to year, but the Contractor will be responsible for the deductibles as they are negotiated. TMWA will give the Contractor 30 calendar days notice of any change in the existing deductibles. The Contractor shall have the right, upon notice of an increase in the deductibles as shown, to justify a change order to help compensate the Contractor for costs associated with an increase in deductibles as shown.**

- A. It is the Contractor's responsibility to be familiar with the current coverages described in this section.
- B. The Contractor shall immediately report any incident or claim, no later than 24 hours after occurrence, against any insurance furnished by the Owner, to the Owner's Risk Management representative in writing of details of incident. The Contractor shall, at the same time, forward to the Owner's Risk Management representative a copy of the executed form(s) to the Owner and the Owners insurance agent.
- C. The Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgment forms, etc.
- D. In the event of a claim, the Contractor shall meet with the Owner to determine the quantities of replacement materials and/or equipment. The Contractor shall be responsible for the reordering of all items upon direction of the Owner's authorized representative. Owner's payment for these materials and equipment shall not be made until delivered to be job site. The payment(s) are subject to the deductible amount as identified within this section.
- E. The Owner reserves the right to have the Contractor furnish the Contractor's actual insurance policies for examination by the Owner.

**OR**

BUILDER'S RISK/COURSE OF CONSTRUCTION (NON-OWNED TMWA PROPERTY)

Builder's Risk/Course of Construction: Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (builders risk) upon the work at the site to the full insurable value. This insurance shall include the interests of Owner, Owner's designated representative, TMWA, Contractor, Subcontractors, Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Contractor is responsible for the deductible for any claim made against the policy.

<b>TMWA CERTIFICATE OF INSURANCE</b>	ISSUED DAY (MM/DD/'Y)
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<b>PRODUCER</b> <b>INSURANCE BROKER'S NAME</b> <b>ADDRESS</b> <b>PHONE &amp; FAX NUMBERS</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> <b>SUCCESSFUL BIDDER'S NAME</b> <b>ADDRESS</b> <b>PHONE &amp; FAX NUMBERS</b>	<b>COMPANIES AFFORDING COVERAGE</b>	<b>BESTS RATING</b>
	COMPANY A LETTER	
	COMPANY 13 LETTER	
	COMPANY C LETTER	
	COMPANY D LETTER	
	COMPANY E LETTER	

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																																										
	GENERAL LIABILITY	(A)	(B)	(C)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>GENERAL AGGREGATE</td> <td>\$ (D)</td> <td>10,000.00</td> </tr> <tr> <td>PRODUCTS-COMP/OP AGG.</td> <td>\$ (E)</td> <td>10,000.00</td> </tr> <tr> <td>PERSONAL &amp; ADV. INJURY</td> <td>\$ (F)</td> <td>10,000.00</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>\$ (G)</td> <td>10,000.00</td> </tr> <tr> <td>FIRE DAMAGE (Any one fire)</td> <td>\$ (H)</td> <td></td> </tr> <tr> <td>MED. EXPENSE (Any one person)</td> <td>\$ (I)</td> <td></td> </tr> <tr> <td>COMBINED SINGLE LIMIT</td> <td>\$ (M)</td> <td>5,000.00</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td>\$</td> <td></td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td>\$</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE</td> <td>\$</td> <td></td> </tr> <tr> <td>STATUTORY LIM</td> <td></td> <td></td> </tr> <tr> <td>EACH ACCIDENT</td> <td>\$</td> <td></td> </tr> <tr> <td>DISEASE/POLICY LIMIT</td> <td>\$</td> <td></td> </tr> <tr> <td>DISEASE/EACH EMPLOYEE</td> <td>\$</td> <td></td> </tr> </table>	GENERAL AGGREGATE	\$ (D)	10,000.00	PRODUCTS-COMP/OP AGG.	\$ (E)	10,000.00	PERSONAL & ADV. INJURY	\$ (F)	10,000.00	EACH OCCURRENCE	\$ (G)	10,000.00	FIRE DAMAGE (Any one fire)	\$ (H)		MED. EXPENSE (Any one person)	\$ (I)		COMBINED SINGLE LIMIT	\$ (M)	5,000.00	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE	\$		STATUTORY LIM			EACH ACCIDENT	\$		DISEASE/POLICY LIMIT	\$		DISEASE/EACH EMPLOYEE	\$	
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DESCRIPTION OF BID: BID NO. //::: //TITLE//. TMWA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS.

<b>CERTIFICATE HOLDER</b>  TMWA C/O PURCHASING AND CONTRACTS DIVISION P.O. Box 30013 RENO, NV 89520-3013.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  APPOINTED AGENT SIGNATURE LICENSE INSURER NUMBER BY STATE OF _____ ISSUED _____
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BOND NUMBER: \_\_\_\_\_  
Bid No.: PWP#WA-2014-184  
TMWA Capital Project No.: 10-0006

“SAMPLE”  
**PERFORMANCE BOND**

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A, AND IF APPLICABLE, BY THE STATE OF CALIFORNIA. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as Principal Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto Truckee Meadows Water Authority, hereinafter called Owner, in the sum of \$\_\_\_\_\_ Dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s) **BID NO. PWP#WA-2014-184** of the Owner's specifications, entitled **Fleish Tunnel Project**. NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (SEAL AND NOTARY ACKNOWLEDGEMENT OF SURTY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

By: \_\_\_\_\_  
(Signature)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(State of Nevada, License Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(License Number and Issuing State)

By: \_\_\_\_\_  
(Signature)

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

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

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCETABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS.)



BOND NUMBER: \_\_\_\_\_  
Bid No.: PWP#WA-2014-184  
TMWA Capital Project No.: 10-0006

“SAMPLE”  
**LABOR AND MATERIAL PAYMENT BOND**

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683, AND IF APPLICABLE, UNDER CALIFORNIA LAW. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto TRUCKEE MEADOWS WATER AUTHORITY, hereinafter called Owner, in the sum of \$\_\_\_\_\_, **Dollars** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s), **BID NO. PWP#WA-2014-184, entitled, Fleish Tunnel Project.**

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (SEAL AND NOTARY ACKNOWLEDGEMENT OF SURTY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

By: \_\_\_\_\_  
(Signature)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(State of Nevada, License Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(License Number and Issuing State)

By: \_\_\_\_\_  
(Signature)

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

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

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCETABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS.)

BOND NUMBER: \_\_\_\_\_  
Bid No.: PWP#WA-2014-184  
TMWA Capital Project No.: 10-0006

"SAMPLE"  
**GUARANTY BOND**

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

GUARANTEE for \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. PWP#WA-2014-184, entitled, Fleish Tunnel Project**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the Truckee Meadows Water Authority, without any expense whatsoever to said Truckee Meadows Water Authority, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 14 calendar days after being notified in writing by Truckee Meadows Water Authority, we collectively or separately, do hereby authorize Truckee Meadows Water Authority to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (SEAL AND NOTARY ACKNOWLEDGEMENT OF SURTY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

By: \_\_\_\_\_  
(Signature)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(State of Nevada, License Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Appointed Agent Name)

\_\_\_\_\_  
(License Number and Issuing State)

By: \_\_\_\_\_  
(Signature)

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

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

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCETABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS.)

