

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Darren Howard
Director of Golf and Community Services

SUBJECT: Review, discuss, and possibly (1) Authorize re-allocating \$12,000 from unallocated Golf capital funds to augment Driving Range Nets replacement project (CIP#3143GC1201); (2) Award a construction contract for Driving Range Nets - 2020/2021 Capital Improvement; Fund: Community Services; Division: Golf; Project #3143GC1201; Vendor: Judge Netting, Inc. in the amount of \$96,000; (3) Authorize Staff to approve change orders to the construction contract, up to \$3,000, for additional work not anticipated at this time and (4) Authorize staff to execute the contract documents

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: March 1, 2021

I. RECOMMENDATION

That the Board of Trustees moves to:

1. Authorize re-allocating \$12,000 from unallocated Golf capital funds to augment Driving Range Nets replacement project (CIP#3143GC1201).
2. Award a construction contract to Judge Netting, Inc. in the amount of \$96,000 for construction of the Driving Range Nets.
3. Authorize Staff to approve change orders to the construction contract, up to \$3,000, for additional work not anticipated at this time.
4. Authorize staff to execute the contract documents.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District’s workforce.

III. BACKGROUND

The Championship Golf Course Driving Range is a critical element of the Championship Golf course amenities. Both residents and visitors utilize the driving range prior to playing a round of golf or just to practice. This project includes replacement of the range nets and hardware holding the nets in place as needed.

The nets wear out over time and need to be replaced to ensure a top practice experience for our customers, as well as to ensure the safety of people on the golf course and the neighboring homeowners. The poles do not need to be replaced at this time.

IV. BID RESULTS

The District sent out bids for this project and the returned bids are as follows:

Company	Bid Amount
West Coast Netting, Inc.	\$92,000
Judge Netting	\$96,000
Golf Range Netting	\$129,800

The lowest bidder was West Coast Netting, Inc. however after review of the bid it was determined they are not currently licensed in Nevada. The Nevada licensure requirement was discussed with District Counsel and it was determined this bid needed to be rejected.

The lowest responsible bidder is Judge Netting, Inc. District Staff reviewed the bid, available project budget, and checked references for the Contractor and recommends award of this contract to Judge Netting, Inc. If awarded, the tentative schedule is to begin construction by mid-April (weather permitting) completion date by May 1, 2021.

V. FINANCIAL IMPACT AND BUDGET

Driving Range Nets (3141GC1202) is included in the 2020-21 CIP Budget. The project has a construction budget of \$90,000 (see attached CIP Data Sheet).

The table below presents the estimated costs for the Driving Range Nets, based on the bids received:

Task	Cost
Construction contract	\$96,000
Construction reserves (Unforeseen conditions)	\$3,000
District staff time during construction (Construction Management and Inspection)	\$3,000
Total	\$102,000

Staff is proposing that the Driving Range Nets CIP project be augmented by \$12,000 to complete this project. Funding for the augmentation is proposed from a re-allocation of funds available within the Golf Fund Capital funds, from appropriations previously reduced from the Championship Golf Course Maintenance Building Drainage, Washpad and Pavement project.

VI. ALTERNATIVES

None proposed.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- Driving Range Nets – Project Summary Data Sheet
- Short Form Agreement – Judge Netting, Inc.



Project Summary

Project Number:	3143GC1201
Title:	Driving Range Nets
Project Type:	G - Equipment & Software
Division:	43 - Driving Range
Budget Year:	2021
Finance Option:	
Asset Type:	GC - Golf Course Improvements
Active:	Yes

Project Description				
The Championship Golf Course Driving range is a critical element of the Championship Golf course amenities. Both residents and visitors utilize the driving range prior to playing a round of golf or just to practice. This project includes replacement of the range nets as well as the poles and hardware holding the nets in place as needed.				
Project Internal Staff				
Engineering and Golf staff will design and solicit proposals for the project. A licensed contractor will install the nets.				
Project Justification				
The nets wear out over time and need to be replaced to ensure a top practice experience for our customers, as well as to ensure the safety of people on the golf course and the neighboring homeowners. The poles will also be evaluated for replacement or fortification the year prior to the nets being replaced.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Replace Nets	90,000	0	90,000	
Year Total	90,000	0	90,000	
2028				
Replace Nets	85,000	0	85,000	
Replace Poles	200,000	0	200,000	
Year Total	285,000	0	285,000	
2030				
Replace Nets	85,000	0	85,000	
Year Total	85,000	0	85,000	
2035				
Replace Nets	85,000	0	85,000	
Year Total	85,000	0	85,000	
	545,000	0	545,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012			Engineering Technician	

☞ **SHORT FORM AGREEMENT** ☞

Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
JUDGE NETTING, INC.
for
CONSTRUCTION SERVICES

This Agreement is made as of (date) between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **JUDGE NETTING, INC.**, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of removal and replacement of existing driving range netting at the Incline Village Championship Golf Course, located at 955 Fairway Blvd., in Incline Village, Washoe County, Nevada.

1.2 All documentation, drawings, reports, and invoices submitted for this project will include **IVGID PO Number TBD.**

1.3 The Work shall be substantially complete by May 1, 2021.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 9, inclusive
- B. Contractor's Bid submitted on February 9, 2021
- C. Original Request for Proposals
- D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

- B. 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 Project.
- C. 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 Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work, as indicated in the Contract Documents.
- G. 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.
- H. Contractor has given Owner's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, 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, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Licenses

Contractor shall have a Washoe County business license, and all appropriate Contractor’s licenses and certifications for the services to be performed.

4.3 Construction Dumpsters

Contractor is to be aware of District’s Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.4 Working Hours

Contractor to make arrangements with IVGID Director of Golf & Community Services Darren Howard, 775-832-1295, for performing the work, including schedule, staging, and interruptions to operations. Any interruptions to operations require seven day notice to IVGID.

4.5 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.6 Contractor’s General Warranty and Guarantee

- A. The #930 net shall be accompanied by a ten (10) year full value (not pro-rated) warranty.

- B. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner's representative and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by Owner's representative;
 - 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 - 4. Use or occupancy of the Project or any part thereof by Owner;
 - 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective work by Owner.

4.7 Correction Period

- C. If within two years after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

- A. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of Contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- B. Contractor's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- E. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:

- A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.
- B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the PROJECT. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

- A. Lump Sum. Owner shall pay Contractor for the Project as follows:
 - 1. A Lump Sum amount of Ninety-Six Thousand Dollars (\$96,000.00) ("Contract Price").
 - 2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - 3. The portion of the compensation amount billed monthly for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

6.2 Payment Procedures

- A. Submittal and Processing of Payments –
 - 1. Invoices shall be sent to invoices@ivgid.org.
 - 2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price, as recommended by Owner's representative.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed and approves this document

CONTRACTOR:
JUDGE NETTING, INC.
Agreed to:

By: _____
Joshua Nelson
District General Counsel

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Agreed to:

Indra Winquest
IVGID General Manager

If Contractor is a corporation, attach evidence of authority to sign.

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

Contractor's address for giving notice:
JUDGE NETTING, INC.
11851 Westminster Avenue
Garden Grove, CA 92843
775-265-2200

BID FORM

Project is a **Lump Sum Price**. **Lump Sum Price** bid to include all labor, materials and incidentals.

Location: Championship Golf Course, 955 Fairway Blvd, Incline Village, NV 89451. Contact Darren Howard at 775-832-1295 to schedule a site walk. 48 hours' notice required.

Total Bid, In Numbers:	\$ 96,000
Total Bid, In Words:	ninety six thousand dollars

Signature of Bidder: Daniel H. Judge Date: 2/9/21

PRINT OR TYPE:

Name: Daniel H. Judge
Title: President
Firm Name: Judge Netting Inc.
Nevada Contractor's License # 0057261
City, St, Zip: Garden Grove, CA 92843
Phone & Fax #: 714-265-2200 / 714-265-2400

DISCLOSURE OF PRINCIPALS - OFFICERS, OWNERS, PARTNERS:

Name: Daniel H. Judge Official Title: President/treasurer
Address: 231 Flower St., Costa Mesa, CA 92627
Name: Janet H. Judge Official Title: Vice President/Secretary
Address: 231 Flower St., Costa Mesa, CA 92627
Name: —^o N/A Official Title: N/A
Address: N/A

ENGINEERING DEPARTMENT
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451
PH: (775) 832-1267 · FAX: (775) 832-1331

REQUEST FOR PROPOSALS

DRIVING RANGE NETS
IVGID Project # 3143GC1201

INTRODUCTION

The Incline Village General Improvement District (IVGID or District) is soliciting Lump Sum Price Bids to replace existing driving range netting of 600 l/f of 40-41 foot high netting, 700 l/f of 55-58 high netting and 250 l/f of 44-48 foot high netting.

SCHEDULE

Work shall be substantially complete by May 1, 2021.

DESCRIPTION OF WORK

Work is generally described as taking down and replacing existing netting at the Incline Village Championship Golf Course located at 955 Fairway Blvd., in Incline Village, Nevada.

Scope of work consists of:

- Netting consists of #930 polyester golf range netting with a 116 lb. or 173 lb. breaking strength. 1" single bar measure mesh, four needle raschel knotless construction, treated with black resin bonding. Mesh break strength determined per ISO 1806.
 - Test results by an independent certified testing laboratory, traceable to the National Institute of Standards and Technology, must accompany netting sample for approval prior to furnishing.
- Netting shall have 3/8" braided dark color perimeter rope, minimum 3,500 lbs. breaking strength and snapped to steel cable with 9/32" or 1/4" carabineer snaps on 30" centers. Rope shall be #48 braided polyester twine, minimum 375 lb. tensile strength, treated black. The attachment twine shall continually encompass the netting component and be tied to the rope component via a clove hitch knot +/-6 inches on center, never to exceed 8 inches on center. The #930 net shall be accompanied with a ten-year full value (not pro-rated) warranty.

CONTRACTOR to supply all labor, equipment, materials, and incidentals necessary to perform the work.

CONTRACTOR to make arrangements with IVGID Director of Golf & Community Services Darren Howard for performing the work, including schedule, staging, and interruptions to operations. Any interruptions to operations require seven day notice to IVGID.

ENGINEERING DEPARTMENT
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451
PH: (775) 832-1267 · FAX: (775) 832-1331

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DATE OF SUBMITTAL

Lump Sum Price Bids are to be received by the District no later than 3:00 p.m. **February 15, 2021**. Bids may be e-mailed to **jdh@ivgid.org**, mailed or hand-delivered to:

Incline Village Championship Course, Attention Darren Howard
Incline Village General Improvement District
955 Fairway Blvd.
Incline Village, Nevada 89451

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

All inquiries for additional information and clarification of this RFP should be directed to the IVGID Director of Golf and Community Services – Darren Howard, (775) 832-1295.

INSURANCE AND LICENSING REQUIREMENTS

Licenses Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.

Commercial Insurance Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the bid.

SAFETY

1. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed under this Agreement. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
 - a. All employees and all other persons who may be affected by the operations of this Agreement.
 - b. All materials and equipment whether in storage on or off the construction site.
 - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

ENGINEERING DEPARTMENT
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451
PH: (775) 832-1267 · FAX: (775) 832-1331

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2. The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying District and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.
3. The CONTRACTOR shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the District.

BID FORM

Project is a **Lump Sum** Price. **Lump Sum** Price bid to include all labor, materials and incidentals.

Location: Championship Golf Course, 955 Fairway Blvd, Incline Village, NV 89451. Contact Darren Howard at 775-832-1295 to schedule a site walk. 48 hours' notice required.

Total Bid, In Numbers:	\$ _____
Total Bid, In Words:	_____

Signature of Bidder: _____ Date: _____

PRINT OR TYPE:

Name: _____
Title: _____
Firm Name: _____
Address: _____
City, St, Zip: _____
Phone & Fax #: _____

DISCLOSURE OF PRINCIPALS – OFFICERS, OWNERS, PARTNERS:

Name: _____ Official Title: _____
Address: _____
Name: _____ Official Title: _____
Address: _____
Name: _____ Official Title: _____
Address: _____