

**CONTRACT**  
**INFORMAL QUOTATION (Construction Services under \$100,000)**  
**CAVE ROCK ESTATES GENERAL IMPROVEMENT DISTRICT, NEVADA**

THIS CONTRACT made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Cave Rock Estates General Improvement District (GID), Nevada, a special district, existing under and by virtue of the laws of the State of Nevada, hereinafter called "District", and \_\_\_\_\_, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

WHEREAS, the District has awarded a contract to Contractor for providing material and/or performing the work hereinafter mentioned in accordance with the proposal of said Contractor;

WHEREAS, the Contractor will provide the material and/or perform the work for the compensation stated in said proposal, an amount which has been arrived at after negotiations between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The scope of work for this contract is generally defined as **[NAME OF PROJECT]**. The District's Contract Documents and Contractor's Entire Proposal are on file with the Cave Rock Estates GID and may be physically included with this contract as "Attachment A." All terms, conditions and requirements contained within these Documents, including any and all addenda issued by the District, are hereby incorporated by reference into this Contract.

The Contractor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therein, which were approved by said District and are on file with the District, including any and all addenda issued by the District, and with the other contract documents hereinafter enumerated.

**2. Competence to Perform Services:**

Contractor represents that it and/or the persons it may employ possess all skills and training necessary to perform the Services described herein and required hereunder. Contractor shall perform the Services faithfully, diligently, in a timely and professional manner, and to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. Contractor represents that neither the execution and delivery of this Agreement, nor the rendering of services by the Contractor hereunder, will violate the provisions of, or constitute a default under, any other contract or agreement to which the Contractor is a party or by which the

Contractor is bound, or which would preclude the Contractor from performing the services required of the Contractor hereunder, or which would impose any liability or obligation upon District for accepting such services. Contractor shall be responsible for the professional quality and technical accuracy of all Services furnished by Contractor to District.

**3. Payment for Project Services**

As full consideration for the Services to be performed by Contractor, District agrees to pay Contractor as set forth in accordance with the Fee Schedule set forth in the quote and not to exceed fee of \$\_\_\_\_\_ for the project. Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

**4. Progress Payments (This Section  IS  IS NOT Applicable to this contract):**

A monthly progress payment in the amount of ninety percent (90%) of the value of the work completed may be made every thirty (30) days upon application by the Contractor and certification by the Project Manager that such work has been completed.

Partial payments will be made once each month as the work satisfactorily progresses and after acceptance by the authorized District representative. The progress estimates shall be based upon materials in place, or on the job site and invoiced, and labor expended thereon. From the total of the amount ascertained will be deducted an amount equivalent to ten percent (10%) of the whole, which ten percent (10%) will be retained by the District until after completion of the entire Contract in an acceptable manner. Any time after fifty percent (50%) of the work has been completed the Project Manager may, if he finds that satisfactory progress is being made, make any of the remaining partial payments in full.

No such estimates or payments shall be required to be made, when, in the judgment of the District Project Manager, the work is not proceeding in accordance with the provision of the Contract, or when in his judgment the total value of the work done since last estimate amounts to less than Five Hundred Dollars (\$500.00).

The cost of materials conforming to the plans and specifications (materials being those which are required to be contained and incorporated in a finished contract quote item) delivered to the project and not at the time incorporated in the work, may also be included in the estimate for payment. No such estimate or payment shall be construed to be an acceptance of any defective work or improper material. The Contractor shall be responsible for, and shall not remove from the project any material that has been included in the estimate for payment.

**5. Time for Completion:**

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within \_\_\_\_\_ days from the Notice to Proceed issued by the Cave Rock Estates GID Board of Trustees. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the District.

The District reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to

Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the District reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

**6. Independent Contractor:**

Contractor is associated with District only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for District whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and District shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of District; (4) participation or contributions by either Contractor or District to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by District. Contractor shall indemnify and hold District harmless from, and defend District against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of District.

**7. No Unlawful Discrimination:**

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Consultant shall constitute a material breach of contract.

In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

**8. No Illegal Harassment:**

Harassment by the Contractor, its officers, employees, agents, consultants, suppliers, subcontractors and

anyone from whom it is legally liable, while performing or failing to perform Contractor’s duties under this Contract shall be considered a material breach of contract.

**9. Acceptance by the District:**

It is expressly understood and agreed that all materials provided and/or work done by the Contractor shall be subject to inspection and acceptance by the District at its discretion, and that any progress inspections and approval by the District of any item or work shall not forfeit the right of the District to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight. Nothing herein contained shall relieve the Contractor of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Contract until all work has been completed and accepted by the District.

**10. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

**11. Notices:**

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CAVE ROCK ESTATES GID  
PO BOX 10426  
ZEPHYR COVE NV 89448-2426

CONTRACTOR:

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

**12. Arbitration:**

Any and all disputes, controversies or claims arising under or in connection with this Contract, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Douglas County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

**13. Jurisdiction and Venue:**

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Douglas, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any

such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

**14. Indemnity:**

Contractor agrees to hold harmless, indemnify, and defend District, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Contractor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of Contractor.

If District's personnel are involved in defending such actions, Contractor shall reimburse District for the time and costs spent by such personnel at the rate charged District for such services by private professionals.

In determining the nature of the claim against District, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against District.

Nothing in this contract shall be interpreted to waive nor does the District, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**15. Licenses and Permits:**

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

**16. Insurance:**

Contractor shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under District Bid, Quote, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and shall meet the following minimum specifications:

CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor of the Contractor by the District. Contractor agrees, as a precondition to the performance of any work under this Agreement, and as a precondition to any obligation of the District to make any payment under this Agreement, to provide District with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between District and Contractor that Contractor shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for Industrial Insurance, Contractor shall so notify District in writing prior to the signing of this Contract. District reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

**MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Contractor's insurance levels to meet minimum contract limits shall be borne by the Contractor at no cost to the District.

Contractor will maintain Contractor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Contractor goes out of business during the term of this Agreement or the three (3) year period described above, Contractor shall purchase Extended Reporting Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Contractor Liability Policy.

Should District and Contractor agree that higher Contractor Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by District. District retains the option to purchase project insurance through Contractor's insurer or its own source.

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. District, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, or

- volunteers.
- b. Contractor's insurance coverage shall be Primary insurance as respects District, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, agents, employees, or volunteers.
  - d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Property Coverages (If Applicable)

Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to District. The limit of coverage will be the amount necessary to cover the quote value of any structures in the Contract or other value determined by District. District reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, District reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to District by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to District except for nonpayment of premium.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. District may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. District reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**VERIFICATION OF COVERAGE**

Contractor shall furnish District with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to Cave Rock Estates GID, P.O. Box 10426, Zephyr Cove, NV 89448-2426:

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the Cave Rock Estates GID to evidence the insurance policies and coverage required of Contractor.

**B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the Cave Rock Estates GID, by attachment to the Certificate of Insurance, to evidence the endorsement of the Cave Rock Estates GID as additional insured.

**C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the Cave Rock Estates GID, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

**All certificates and endorsements are to be addressed to the Cave Rock Estates GID, and be received and approved by District before work commences.** The District reserves the right to require complete certified copies of all required insurance policies at any time.

#### **SUBCONTRACTORS**

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of District, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:
  - a. Purchase such insurance to cover any risk for which District may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.

**17. Liquidated Damages (This Section  IS  IS NOT Applicable to this Contract):**

If the Product is not delivered/Project is not completed within the time stipulated in the quote, the Contractor shall pay to the Cave Rock Estates GID as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) \$\_\_\_\_\_ for each \_\_\_\_\_ day of delay until delivery is completed; the Contractor shall be liable to the Cave Rock Estates GID for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.



**18. Material Breach of Contract:**

In the event Contractor fails to deliver the product and services as contracted for herein, to the satisfaction of the Cave Rock Estates GID or otherwise fails to perform any provisions of this Contract, the District, after providing five (5) days written notice and Contractor's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Contractor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**19. Force Majeure:**

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. District may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

**20. Termination:**

The District may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Contractor from damages owed to the District, or seek other remedy including action against all bonds. The Contractor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the District.

**21. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Contractor shall not assign this Contract without the written consent of the District which will not be unreasonably withheld.

**22. Public Record:**

Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. District will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label individual documents as a "trade secret" or "confidential" provided that Contractor thereby agrees to indemnify and defend District for honoring such a designation. The failure to so label any document that is released by District shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by District, District will notify Contractor of the request and delay access to the material until seven working days after notification to Contractor. Within that time delay, it will be the duty of Contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

**23. Funding Out Clause:**

District reasonably believes that funds can be obtained sufficiently to make all payments during the term of this agreement. If the District does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.

**24. Entire Contract:**

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

**25. Severability:**

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

**26. Headings:**

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision herein.

**27. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid document shall be deemed interchangeable and shall refer to the person or entity with whom the Cave Rock Estates GID is contracting for the service or product referenced within this contract.

**28. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the Cave Rock Estates GID has caused this Contract to be executed by its officers thereunto duly authorized and the Contractor has subscribed same, all on the day and year first above written.

\_\_\_\_\_

(Contractor)

CAVE ROCK ESTATES GENERAL  
IMPROVEMENT DISTRICT  
A Nevada Special District

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

(Title)

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

**Attachment A**

THIS (optional) SPACE TO BE USED TO ATTACH VENDOR PROPOSAL OR TO DEFINE THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACT