



## STAFF REPORT

**Report To:** Board of Supervisors      **Meeting Date:** May 6, 2021

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Randall Rice, City Engineer

**Agenda Title:** For Possible Action: Discussion and possible action regarding a determination that Gardner Engineering, Inc. ("Gardner") is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 20300286, Courthouse Chiller Replacement Project, to Gardner, for a total amount not to exceed \$299,993.20. (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)

Staff Summary: The Courthouse Chiller Replacement Project consists of replacing chiller #2 located at the Carson City Courthouse located at 885 East Musser Street. The construction contract is for the base bid amount of \$288,455 plus a 4% contingency amount of \$11,538.20. The engineer's base estimate was \$200,000.

**Agenda Action:** Formal Action / Motion      **Time Requested:** 5 minutes

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### Proposed Motion

I move to award the contract as presented.

### Board's Strategic Goal

Sustainable Infrastructure

### Previous Action

none

### Background/Issues & Analysis

This project consists of removing and replacing chiller #2 located at the Carson City Courthouse. The project will include all engineering, permitting, piping, labor, and materials to install the new chiller. Gardner attended two site visits along with other prospective bidders to visit the area where the chiller replacement would take place; bidders took pictures, measurements, and asked questions.

A notice to contractors regarding the opportunity to bid on this project was published in the Reno Gazette Journal on April 5, 2021. One bid was opened at approximately 11:30 am on April 5, 2021, via online Cisco Webex bid opening. Present during the bid opening were: Andrew Bradford, Gardner Engineering, Inc.; Michael Friend, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator. The following bids were received:

	Base Bid
1. Gardner Engineering, Inc.	\$288,455

Staff recommends awarding to Gardner, as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

The funding will come from the Public Work Facilities multi-year HVAC/generator replacement capital requests for Fiscal Year ("FY") 2021 in the amount of \$303,600. Of that, \$3,000 was allocated for design/management of the project leaving \$300,600 of available funding for construction costs. The contingency has been reduced from the normal 10% down to 4% to work within the approved funding limits. Based on the type of work and review of past project financials for similar projects, staff feels confident that a 4% contingency is sufficient to meet project need and fit the project budget. In the unlikely scenario where the funding needs to be increased, Public Works will work with Finance to identify a solution and report back to the Board of Supervisors.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Capital Projects Boiler Replacement Account / 2101002-506521, Project # P303421007

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Account # 2101002-506521 will be reduced by a not to exceed amount of \$299,993.20; the available budget for HVAC/generator replacement is \$401,563.

**Alternatives**

Do not approve the contract and provide alternative direction to staff.

**Attachments:**

[20300286 Bid Tab Detail.pdf](#)

[20300286 Draft Contract.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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(Vote Recorded By)

# Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

<http://www.carson.org/index.aspx?page=998>

## Notice to Contractors Bid# 20300286 Court House Chiller Replacement

Date and Time of Opening: April 5, 2021 @ 11:30am

Description		Bidder # 1				
			Gardner Engineering, Inc.			
<b>BONDING</b> Provided, \$, %, or no			5%			
<b>BIDDER</b> acknowledges receipt addendums			3			
Description		Sched Value	Unit	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>						
1	Design, Permitting, Removal and Replacement of Chiller #2 at the Carson City Court House	1	LS	\$288,455.00	\$288,455.00	
	<b>Total Bid Price (Schedule A)</b>			<b>\$288,455.00</b>		
Total Bid Price written in words? y/n		Y				
Bidder Information provided? y/n		Y				
Sub Contractors listed? y/n or none		Y				
Bidder Pref? y/n		Y				
Bid Document executed? y/n		Y				
<b>Carson City is recommending award of the contract to Gardner Engineering, Inc. and is tentatively scheduled for award at the May 6, 2021 Board of Supervisors meeting.</b>						

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

THIS CONTRACT is made and entered into this 6<sup>th</sup> day of May 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Gardner Engineering, Inc., hereinafter referred to as "**CONTRACTOR**".

## WITNESSETH:

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "**NRS**") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS, CONTRACTOR'S** compensation under this agreement (does \_) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300286**, titled **Court House Chiller Replacement Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

### 1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

### 2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 20300286 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <https://nevada.ionwave.net/PublicDetail.aspx?bidID=8369&ret=AWAR&pg=0&bidNumber=&title=&type=&org=carson%20city>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only

CCBL expires \_\_\_\_\_

NVCL expires \_\_\_\_\_

GL expires \_\_\_\_\_

AL expires \_\_\_\_\_

WC expires \_\_\_\_\_

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300286**

**Title: Court House Chiller Replacement Project**

## **3. CONTRACT TERM AND LIQUIDATED DAMAGES:**

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 1/2 times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 1/2 time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

## **4. NOTICE:**

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](http://www.carson.org)), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Robert Gardner, President  
Gardner Engineering, Inc.  
270 E. Parr Blvd.  
Reno, NV 89512  
775-329-4133  
[bgardner@gardnereng.com](mailto:bgardner@gardnereng.com)

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

## **5. COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Eighty Eight Thousand Four Hundred Fifty Five Dollars and 00/100 (\$288,455.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

## 6. **CONTRACT TERMINATION:**

### 6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

### 6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

### 6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this Subsection 6.6 survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

## 8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

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

8.2 If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300286**

**Title: Court House Chiller Replacement Project**

(2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

## **9. PREFERENTIAL EMPLOYMENT:**

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

## **10. REMEDIES:**

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

## **11. LIMITED LIABILITY:**

**CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

## **12. FORCE MAJEURE:**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

## **13. INDEMNIFICATION:**

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

## 14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13 (INDEMNIFICATION)**, shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## 15. INSURANCE REQUIREMENTS (GENERAL):

15.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.**

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**.

**CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

## 15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

- 15.20.1 *Minimum Limits required:*
- 15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate
- 15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300286

Title: Court House Chiller Replacement Project

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

## 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

## 15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

## 15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300286**

**Title: Court House Chiller Replacement Project**

compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

**16. BUSINESS LICENSE:**

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

**17. COMPLIANCE WITH LEGAL OBLIGATIONS:**

**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **WORK** or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

**18. WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**19. SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**20. ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

**21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S**

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300286**

**Title: Court House Chiller Replacement Project**

drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

**22. PUBLIC RECORDS:**

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** 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 specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**23. CONFIDENTIALITY:**

**CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

**24. FEDERAL FUNDING:**

24.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

**25. LOBBYING:**

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300286**

**Title: Court House Chiller Replacement Project**

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**26. GENERAL WARRANTY:**

**CONTRACTOR** warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

**27. PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

**28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arises between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arises between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**29. GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**30. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300286**

**Title: Court House Chiller Replacement Project**

## **31. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

### **ACKNOWLEDGMENT AND EXECUTION:**

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

#### **CITY**

Executive Office  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

#### **CITY'S LEGAL COUNSEL**

Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization  
to begin work until this Contract has been  
signed by Purchasing and Contracts**

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Project# P303421007  
Account # 2101002-506521

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

Dated \_\_\_\_\_

### **PROJECT CONTACT PERSON:**

Michael Friend, Project Manager  
Telephone: 775-283-7713

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 20300286**

## Title: Court House Chiller Replacement Project

**Undersigned** deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

## CONTRACTOR

BY: Robert Gardner

**TITLE:** President

**FIRM:** Gardner Engineering, Inc.

**CARSON CITY BUSINESS LICENSE #: XXXXXXXXX**

NEVADA CONTRACTORS LICENSE #: 0013048/0013048A

**Address:** 270 E. Parr Blvd.

**City:** Reno      **State:** NV      **Zip Code:** 89512

**Telephone:** 775-329-4133

**E-mail Address:** bgardnereng.com

**(Signature of Contractor)**

**DATED**

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.)

(Signature of Notary)

(Notary Stamp)

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300286**

**Title: Court House Chiller Replacement Project**

## **CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 6, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300286** and titled **Court House Chiller Replacement Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

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**LORI BAGWELL, MAYOR**

DATED this 6<sup>th</sup> day of May 2021.

**ATTEST:**

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**AUBREY ROWLATT, CLERK-RECORDER**

DATED this 6<sup>th</sup> day of May 2021.

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

**Bond #:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_ as Principal, hereinafter called CONTRACTOR, and

a corporation duly organized under the laws of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ \_\_\_\_\_ (state sum in Words) \_\_\_\_\_

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID# 20300286** and titled **Court House Chiller Replacement Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

# PERFORMANCE BOND

Continued for **BID# 20300286** and titled **Court House Chiller Replacement Project**

BY:	(Signature of Principal)     L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	

**Printed Name of Principal:**

**Attest By:** \_\_\_\_\_ **(Signature of Notary)**  
**Subscribed and Sworn before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, 20\_\_\_\_

**CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:**

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
<b>Surety's Acknowledgment:</b>	
<b>By:</b>	

**NOTICE:**

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

Doc. No. 2152  
(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
as Principal, hereinafter called  
CONTRACTOR, and

corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are  
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter  
called CITY, for the \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_  
a  
for  
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
CITY for **BID# 20300286** and titled **Court House Chiller Replacement Project** in accordance with drawings and  
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if  
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material  
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor  
of the Principal for labor, material, or both, used or reasonably required for use in the  
performance of the Contract, labor and material being construed to include that part of water, gas,  
power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the  
Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of  
ninety (90) days after the date on which the last of such claimant's work or labor was done or  
performed, or materials were furnished by such claimant, may sue on this bond for the use of  
such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due  
claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or  
expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have  
given written notice to any two of the following: CONTRACTOR, CITY, or the Surety  
above named, within ninety (90) days after such claimant did or performed the last of the  
work or labor, or furnished the last of the materials for which said claim is made, stating  
with substantial accuracy the amount claimed and the name of the party to whom the  
materials were furnished, or for whom the work or labor was done or performed. Such  
notice shall be personally served or served by mailing the same by registered mail or  
certified mail, postage prepaid, in an envelope addressed to the Principal at any place the  
Principal maintains an office or conducts its business.
  - b) After the expiration of one (1) year following the date on which the last of the labor was  
performed or material was supplied by the party bringing suit.
  - c) Other than in a court of competent jurisdiction for the county or district in which the  
construction Contract was to be performed.

# LABOR AND MATERIAL PAYMENT BOND

Continued for BID# 20300286 and titled Court House Chiller Replacement Project

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	(signature of Principal)	
TITLE:		
FIRM:		
Address:	L.S.	
City, State, Zip:		
Phone:		
Printed Name of Principal:		
Attest by:		(signature of notary)
Subscribed and Sworn before me this		day of _____, 20____

## CLAIMS UNDER THIS BOND

MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

## NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Gardner Engineering, Inc., as "Principal," and Travelers Casualty & Surety Company of America, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of 5% of the Total\* dollars (\$ 5% BID) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

\*Amount of the Bid

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 20300286, PWP # CC-2021-210, for the Project Title: "Court House Chiller Replacement".

NOW, THEREFORE,

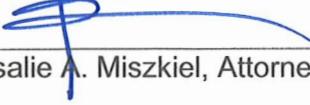
- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: April 1, 2021

<u>Gardner Engineering, Inc.</u>	
Principal	
By:	<u>Robert Gardner, President</u>
<u>Travelers Casualty &amp; Surety Company of America</u>	
Surety	
By:	<u>Rosalie A. Miszkiel, Attorney-in-Fact</u>

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento)

On April 1, 2021 before me, Nicki Moon, Notary Public  
(insert name and title of the officer)

personally appeared Rosalie A. Miszkiel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Nicki Moon

(Seal)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

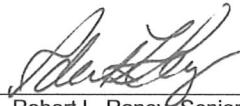
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rosalie A. Miszkiel** of **RANCHO CORDOVA, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

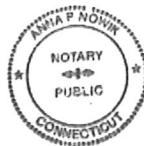
By: \_\_\_\_\_

  
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

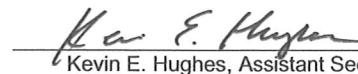
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of April, 2021.



  
Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.*

# BID PROPOSAL

**BID# 20300286**

**BID TITLE: "Court House Chiller Replacement"**

**NOTICE:** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages may be provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

**PRICES** will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

**A COPY OF CONTRACTOR'S "CERTIFICATE"** of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

**COMPLETION** of this project is expected **PURSUANT TO THE BID DOCUMENTS**.

**BIDDER** acknowledges receipt of 3 Addendums.

## BP.1 SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
<b>Schedule A:</b>					
1	Design, Permitting, Removal and Replacement of Chiller #2 at the Carson City Court House	1	LS	\$ 288,455.00	\$ 288,455.00
<b>BP.2 Total Base Bid Price (Schedule A)</b>					

**BP.3** Total Base (Schedule A) Bid Price Written in Words:

TWO HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS.

## BP.4 BIDDER INFORMATION:

Company Name:	Gardner Engineering, Inc
Federal ID No.:	88-0132879
Mailing Address:	270 E. Parr Blvd
City, State, Zip Code:	Reno, NV 89512
Complete Telephone Number:	775-329-4133
Complete Fax Number:	775-329-4564

# BID PROPOSAL

Exhibit A

Fax Number including area code: 775-329-4564

E-mail: bgardner@gardnereng.com - Robert Gardner

**Contact Person / Title:** Robert J. Gardner, President

Mailing Address: 270 E. Parr Blvd

City, State, Zip Code: Reno, NV 89512

Complete Telephone Number: 775-329-4133

Complete Fax Number: 775-329-4564

E-mail Address: bgardner@gardnereng.com

## BP.5 LICENSING INFORMATION:

**Nevada State Contractor's License Number:** 0013048 / 0013048A

License Classification(s): C-21 Refrigeration & Air Conditioning

C-1 Plumbing & Heating

Limitation(s) of License: Unlimited

Date Issued: 2/17/1976

Date of Expiration: 2/28/2022

Name of Licensee: Gardner Engineering, Inc

**Carson City Business License Number:** BL-004280-2020

Date Issued: 12/08/1977

Date of Expiration: 12/31/2021

Name of Licensee: Gardner Engineering, Inc

## BP.6 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

Owner 1) Name: Robert J Gardner

Address: 270 E. Parr Blvd

City, State, Zip Code: Reno, NV 89512

Telephone Number: 775-329-4133

**BID PROPOSAL**

Owner 2) Name: Richard M Gardner
Address: 270 E. Parr Blvd
City, State, Zip Code: Reno, NV 89512
Telephone Number: 775-329-4133
Other 1) Title: 
Name 
Other 2) Title: 
Name: 

**Corporation:**

State in which Company is Incorporated: Nevada
Date Incorporated: 1975
Name of Corporation: Gardner Engineering, Inc
Mailing Address 270 E. Parr Blvd
City, State, Zip Code: Reno, NV 89512
Telephone Number: 775-329-4133
President's Name: Robert J Gardner
Vice-President's Name: Richard M Gardner
Other 1) Name & Title: 

**BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) Danny Robinson	25 years
Title 1) Construction Manager	
Name 2) Andrew Bradford	6 years

Project Manager/Estimator

BP - 4

# BID PROPOSAL

Exhibit A

Title 2)

Name 3)	
---------	--

Title 3)

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

Name 6)	
---------	--

Title 6)

(If additional space is needed, attach a separate page)

# BID PROPOSAL

Exhibit A

## BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
  - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

  
Signature of Authorized Certifying Official

Robert J Gardner

Printed Name

President

Title

4/5/21

Date

I am unable to certify to the above statement. My explanation is attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## BIDDER'S SAFETY INFORMATION

### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2019	.76	4.70
2020	1.06	5.19

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>2</sup> OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

Gardner Engineering continues to turn out quality work for the past 46 years while keeping our employees safe and having few injuries. In June of 2019, we had an employee strain his elbow. The attending doctor originally mis-diagnosed the injury. The process has been much longer and more drawn out which has caused our Exp Mod to go higher than it should be. It is our goal to continue training our employees to work in a safe environment through our continued training and experience, and to return our experience mod to the .76 it has been.

# BID PROPOSAL

Exhibit A

## BP.8 REFERENCES:

### Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

<b>Company Name 1): Roche Constructors, Inc</b>	
Contract Person: Scott Shanafelt	
Mailing Address: 361 71st Avenue	
City, State, Zip Code: Greeley, CO 80634	
Complete Telephone Number: 970-539-1650	
E-Mail Address: sshanafelt@rocheconstructors.com	
Project Title: Original Project in 1999 for Carson City Public Safety Complex	
Amount of Contract: \$3,712,584	
Scope of Work: HVAC & Plumbing Systems for the new building construction	
<b>Company Name 2): Washoe County Community Services Dept</b>	
Contract Person: Brett Steinhardt	
Mailing Address: 1001 E. 9th Street,	
City, State, Zip Code: Reno, NV 89512	
Complete Telephone Number: 775-328-2049	
E-Mail Address: bsteinhardt@washoecounty.us	
Project Title: Mills Lane Chiller Replacement	
Amount of Contract: \$417,180.50	
Scope of Work: Replacement of the Chiller in the Mills Lane Justice Center	

# BID PROPOSAL

Company Name 3):	State of Nevada Public Works
Contract Person:	TJ Dobson
Mailing Address:	515 E. Musser Street, Suite 102
City, State, Zip Code:	Carson City, NV 89701
Complete Telephone Number:	775-684-4107
E-Mail Address:	tjdobson@admin.nv.gov
Project Title:	Chiller Replacement at the Nevada State Museum
Amount of Contract	\$135,625
Scope of Work:	Replacement of the chiller at the museum
Company Name 4):	James Hardie Building Products
Contract Person:	Alan Hammerli
Mailing Address:	3000 Waltham Way
City, State, Zip Code:	McCarren, NV 89437
Complete Telephone Number:	775-355-3000
E-Mail Address:	Alan.Hammerli@jameshardie.com
Project Title:	Chiller replacement at the Process Control Plant
Amount of Contract:	\$224,950
Scope of Work:	Chiller replacement at the James Hardie Plant

# BID PROPOSAL

Exhibit A

## SUBCONTRACTORS

**BP.10 INSTRUCTIONS:** for Subcontractors and **General Contractors** who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>GARDNER EXHIBITING</i>	Address <i>270 E. PARK DRVD, REED, NV 89512</i>	
Phone <i>775-329-4133</i>	Nevada Contractor License # <i>13048 &amp; 13048A</i>	Limit of License <i>UNLIMITED</i>
Description of work <i>MECHANICAL WORK</i>		
Name of Subcontractor <i>BCS</i>	Address <i>4750 LONELY LANE SUITE 102, REED, NV 89502</i>	
Phone <i>775-826-8998</i>	Nevada Contractor License # <i>81710</i>	Limit of License <i>UNLIMITED</i>
Description of work <i>CONCRETE</i>		
Name of Subcontractor <i>TRIUMPH FUSION</i>	Address <i>1360 ARBEC SNVST SUITE 106 (SNVLC), NV 89431</i>	
Phone <i>775-355-1965</i>	Nevada Contractor License # <i>0067820</i>	Limit of License <i>UNLIMITED</i>
Description of work <i>Electrical</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.11 INSTRUCTIONS:** for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor <i>Gardner Engineering</i>	Address <i>270 E Parr Blvd, Reno, NV 89512</i>	
Phone <i>775-329-4133</i>	Nevada Contractor License # <i>13049 &amp; 13048A</i>	Limit of License <i>Unlimited</i>
Description of work <i>Mechanical work</i>		
Name of Subcontractor <i>BCS</i>	Address <i>4750 Longley Lane, Suite 102, Reno, NV 89502</i>	
Phone <i>775-826-8998</i>	Nevada Contractor License # <i>81710</i>	Limit of License <i>unlimited</i>
Description of work <i>Controls</i>		
Name of Subcontractor <i>Triumph Electric</i>	Address <i>1360 Greg Street, Suite 106 Sparks, NV 89431</i>	
Phone <i>775-355-1965</i>	Nevada Contractor License # <i>0067820</i>	Limit of License <i>unlimited</i>
Description of work <i>Electrical</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

Exhibit A

## SUBCONTRACTORS

**BP. 12 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>Farwest Insulation</i>	Address <i>740 Freeport Blvd. Suite 104 Sparks, NV 89431</i>	
Phone <i>775-351-1730</i>	Nevada Contractor License # <i>0067655</i>	Limit of License <i>Unlimited</i>
Description of work <i>Mechanical Insulation</i>		
Name of Subcontractor <i>RS Analysis</i>	Address <i>1420 Holcomb, Ave Suite 202 Reno, NV 89502</i>	
Phone <i>775-323-8866</i>	Nevada Contractor License # <i>N/A</i>	Limit of License <i>N/A</i>
Description of work <i>Test and Balance</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, Robert J Gardner, on behalf of the Contractor, Gardner Engineering, Inc, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. 20300286, Project Name "**Court House Chiller Replacement**", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Gardner Engineering, Inc I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the “bidder’s preference” have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the “Bidder’s Preference” eligibility certificate in their bid.

By: Robert J Gardner Title: President

Signature:  Date: 9/5/2021

Signed and sworn to (or affirmed) before me on this 5 day of April, 2021,  
by Robert J. Gardner (name of person making statement).

State of Nevada )

0 111-104 )ss.

County of Waukesha )

Patricia J. Dunn  
Notary Signature

Notary Signature

STAMP AND SEAL.



## BID PROPOSAL

## BP.13 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)  
 COUNTY OF Washoe) SS

I Robert J Gardner (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "**Court House Chiller Replacement**", contract number **20300286**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

## BIDDER:

PRINTED NAME OF BIDDER: Robert J Gardner

TITLE: President

FIRM: Gardner Engineering, Inc

Address: 270 E. Parr Blvd

City, State, Zip: Reno, NV 89512

Telephone: 775-329-4133

Fax: 775-329-4564

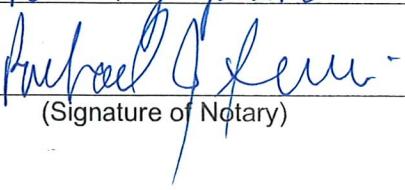
E-mail Address: bgardner@gardnereng.com

  
(Signature of Bidder)

DATED: 4/5/21

Signed and sworn (or affirmed) before me on this 5 day of April, 2021, by

  
Robert J Gardner

  
(Signature of Notary)



Southern Nevada Office  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
(702) 486-1100

## STATE CONTRACTORS BOARD

Exhibit A  
Northern Nevada Office  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
(775) 688-1141

The Nevada State Contractors Board certifies that

### GARDNER ENGINEERING INC

Licensed since February 17, 1976

License No. **0013048**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

ROBERT GARDNER, President, Q1  
RICHARD GARDNER, Vice President,  
Q1

C-21 Refrigeration and Air Conditioning

LIMIT: Unlimited  
EXPIRES: 02/28/2022



Chair, Nevada State Contractors Board



Southern Nevada Office  
2310 Corporate Circle, Suite 200  
Henderson, Nevada 89074  
(702) 486-1100

## STATE CONTRACTORS BOARD

Northern Nevada Office  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
(775) 688-1141

The Nevada State Contractors Board certifies that

### GARDNER ENGINEERING INC

Licensed since February 17, 1976

License No. **0013048A**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

ROBERT GARDNER, President, Q1  
RICHARD GARDNER, Vice President,  
Q1

C-1 Plumbing and Heating

LIMIT: Unlimited  
EXPIRES: 02/28/2022



Chair, Nevada State Contractors Board





## NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271  
 2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190

### **SPECIALTY CONTRACTOR'S RESTRICTED CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389**

CERTIFICATE NUMBER: **SBPC-01-04-05-0011**

**GARDNER ENGINEERING, INC.** (HEREIN THE "CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0013048** ORIGINAL ISSUE DATE: **02/17/1976** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C21-REFRIGERATION & AIR CONDITIONING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO **WHEN ACTING AS A PRIME CONTRACTOR** ON THE SPECIFIC PUBLIC WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE CONTRACTOR.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MARCH 1, 2021** AND EXPIRES ON **FEBRUARY 28, 2022**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

*Nancy Mathias*

*2/22/2021*

NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE  
 FOR MARGI GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.