

Item # 17B

**City of Carson City
Agenda Report**

Date Submitted: August 10, 2010

Agenda Date Requested: August 19, 2010

Time Requested: 5 Minutes

Labor Commissioner PWP # CC-2010-396

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Reliant Electric is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-073 Carson City Public Works Solar Photovoltaic System to Reliant Electric for a bid amount of \$559,730.00 plus a contingency amount not to exceed \$40,270.00 to be funded from the Capital Project/Solar Project fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: The Solar Photovoltaic System project consists of installing a complete and turnkey Solar Photovoltaic System at the Public Works Facility, including: furnishing the solar photovoltaic array including solar panels, conduit, and solar panel racking system on the Truck Shed roof; installing the inverter, bollards, and shaded enclosure adjacent to the Truck Shed; installing wiring in the existing conduits tracing back to the main switchgear; installing the electric net meter and other necessary appurtenances; installing a data acquisition system and displays at the Public Works and City Hall lobbies; and coordinating interconnection activities with the local utility company.

The time allotted for completion of this project is sixty (60) calendar days from the date of the Notice to Proceed, anticipated to be August 19, 2010, but must be completed no later than October 15, 2010.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Reliant Electric is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-073 Carson City Public Works Solar Photovoltaic System to Reliant Electric for a bid amount of \$559,730.00 plus a contingency amount not to exceed \$40,270.00 to be funded from the Capital Project/Solar Project fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: The *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on July 11, 2010. The bids were opened at approximately 11:10 a.m. on July 30, 2010, at 201 North Carson Street, Carson City, Nevada 89701. Present during

the bid opening were: Shawn O'Meara, Bombard Electric; Kyle Gardella, Reliant Electric; Todd Schafer, Steve C. Hamilton, Inc.; Kim Belt, Carson City Public Works; and Sandy Scott, Purchasing and Contracts.

Bids were received from the following bidders. Please refer to the **BID TABULATION** for specifics.

Name of Bidder	Total Award Amount
Reliant Electric	\$559,730.00
System 3, Inc.	\$646,790.40
Bombard Electric	\$708,066.00

Staff recommends award to Reliant Electric as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. Chapter 338 Public Works

Engineers Estimate: \$600,000.00

Project Budget: \$600,000.00

Fiscal Impact: Not to exceed \$600,000.00

Explanation of Impact: If approved the below referenced account could be decreased by \$600,000.00.

Funding Source: 275-0620-465-7815 Capital Project/Solar Project as provided in FY 2010/2011. This project is funded by the Energy Efficiency and Conservation Block Grant, a new program created in the Energy Act of 2007 and administered by the U.S. Department of Energy. The EECBG provides grants to local governments, states, territories, and Indian tribes to fund project that reduce energy use, cut fossil fuel emissions and improve energy efficiency. Under the American Recovery and Reinvestment Act, Carson City is scheduled to receive a direct formula funding of \$538,000 to use toward energy efficiency projects.

Alternatives: Determine another bidder is the lowest and most responsible and responsive bidder pursuant to N.R.S. Chapter 338 or do not award contract.

Supporting Material: Contract No. 1011-073, Bid Response from Reliant Electric and Bid Tabulation Report.

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By: [Signature]
(Public Works)
[Signature]
(City Manager)
[Signature]
(District Attorney)
[Signature]
(Finance Director)

Date: 8/10/10
Date: 8-10-10
Date: 8/10/10
Date: 8/10/10

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-073**

Title: Carson City Public Works Solar Photovoltaic System

THIS **CONTRACT** made and entered into this 19th day of August, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**OWNER**", and Reliant Electric, LLC, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized pursuant to Nevada Revised Statutes 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, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1011-073**, titled "**Carson City Public Works Solar Photovoltaic System**" are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

REQUIRED APPROVAL

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

CONTRACT TERM AND LIQUIDATED DAMAGES

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 the **OWNER** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.18.

Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications; the **CONTRACTOR** will complete the work within the Contract time. Since **OWNER** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **OWNER** 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 the **OWNER** as a result of delay of the Project, including engineering fees and additional damages due to late construction. The **OWNER** also reserves the right to deduct any amounts due the **OWNER** from any moneys earned by the **CONTRACTOR** under this Contract.

That in the performance of this Contract, an employer shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ 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 with an work week. Employers should refer to NRS 608.018 for further details on overtime requirements.

NOTICE

Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. 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 with simultaneous 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-073**

Title: Carson City Public Works Solar Photovoltaic System

For P&C Use Only
CCBL expires _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

Notice to CONTRACTOR shall be addressed to:

Kyle Gardella, P.E./Managing Member
Reliant Electric, LLC
685 Edison Way
Reno, NV 89502
775-342-2900/FAX 775-342-2905
kgardella@sbcglobal.net

Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
SScott@carson.org

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of Five Hundred Fifty-Nine Thousand, Seven Hundred Thirty Dollars and No Cents (\$559,730.00).

OWNER 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 the **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

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.

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

CONTRACT TERMINATION

Termination Without Cause:

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.

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. In no event if termination occurs under this provision 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 assure that all subcontracts which he/she 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, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-073

Title: Carson City Public Works Solar Photovoltaic System

Termination for Nonappropriation:

The continuation of this Contract beyond June 30, 2011 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. CITY may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

Cause Termination for Default or Breach:

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

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

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

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 services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

CITY may terminate this Contract if CONTRACTOR:

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

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

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

Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;
Otherwise makes a material breach of a provision of this Contract; or

CONTRACTOR fails to maintain safe working conditions.

When any of the above reasons exist, CITY may provide, without prejudice to any other rights or remedies of CITY and after giving CONTRACTOR and CONTRACTOR'S Surety, seven (7) calendar days written notice, terminate employment of CONTRACTOR and may, subject to any prior rights of the surety:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-073

Title: Carson City Public Works Solar Photovoltaic System

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

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

Finish the Work by whatever reasonable method CITY may deem expedient.

If CITY terminates this Contract for one of the reasons stated in above, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

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.

In the event of such 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.

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 authority, CITY may give 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.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

Winding Up Affairs Upon Termination:

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

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;

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

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

CONTRACTOR shall preserve, protect, and promptly deliver into CITY possession all proprietary information in accordance with City Ownership of Proprietary Information.

SCOPE OF WORK

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR 1011-073

Title: Carson City Public Works Solar Photovoltaic System

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, a **CONTRACTOR'S** attachment shall not contradict or supersede any **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

CONTRACTOR agrees that the Contract Documents for Bid No. 1011-073 include, 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, herein after referred to as Exhibit A, 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 whereof.

CONTRACTOR additionally agrees **CONTRACTOR'S** Bid Bond, 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, referred to as Exhibit B, are incorporated herein and made a part whereof.

FAIR EMPLOYMENT PRACTICES

Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTORS** and Public Bodies;

*In connection with the performance of work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex sexual orientation 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.*

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

PREFERENTIAL EMPLOYMENT

Pursuant to Nevada Revised Statute 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.

In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 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 Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 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.

ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Nevada Revised Statute 338.150, 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 before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** 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 **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-073**

Title: Carson City Public Works Solar Photovoltaic System

LIMITED LIABILITY

OWNER 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 specified in the incorporated attachments. Damages for any **OWNER** 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.

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.

INDEMNIFICATION

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 paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnifying party, nor reimburse the indemnified party for the 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:

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

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.

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not 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.

INDEPENDENT CONTRACTOR

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/her or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

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 services pursuant to this Contract.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-073

Title: Carson City Public Works Solar Photovoltaic System

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.

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.

CONTRACTOR 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.

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

COMPLIANCE WITH LEGAL OBLIGATIONS

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and services for the public work to comply with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

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 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 license required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and NRS 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **OWNER** may set-off against consideration due any delinquent government obligations.

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.

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 does not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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 **OWNER**, 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 **OWNER**.

CITY OWNERSHIP OF PROPRIETARY INFORMATION

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-073

Title: Carson City Public Works Solar Photovoltaic System

Any files, reports, histories, studies, test, manuals, instruction, 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 exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** 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 the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

OWNER shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have 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 **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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.

FEDERAL FUNDING

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

CONTRACTOR certified, 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.

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.

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 regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

**DUN AND BRADSTREET DATE UNIVERSAL NUMBERING SYSTEM AND CENTRAL
CONTRACT REGISTRATION**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-073

Title: Carson City Public Works Solar Photovoltaic System

CONTRACTOR is required to have a Dun and Bradstreet Data Universal Number System (D-U-N-S) number and is to be registered through the Central Contractor Register (CCR). A D-U-N-S number can be requested at <http://fedgov.dnb.com/webform> and created in one business day. A D-U-N-S number and Tax Identification Number are required before a contractor can register through CCR. Registration with CCR can be done at <http://ccr.gov>.

ALL IRON, STEEL AND MANUFACTURED GOODS USED IN CONSTRUCTION

All iron, steel and manufactured goods used in construction, alteration, repair or maintenance of the public work project under this contract must be produced in the United States in accordance with the American Reinvestment and Recovery Act of 2009. The Contractor shall provide evidence to Carson City that all construction materials comply with this requirement. Exceptions may only be granted with prior written permission from the Carson City Planning Division and only after the Planning Division has received permission from the Secretary of the U.S. Department of Environmental Protection under the conditions that: (1) the requirement is inconsistent with public interest; (2) those goods are not readily available or produced in sufficient quantity in the U.S;

Pursuant to section 1606 of the American Reinvestment and Recovery Act of 2009, the Davis-Bacon Act wage rules apply to this project.

LOBBYING

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:

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

Any federal, state, county or local legislator, commission member, counsel member, board member, or any other elected official; or

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

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 services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

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.

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-073**

Title: Carson City Public Works Solar Photovoltaic System

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 or the Regional Transportation Commission.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-073**

Title: Carson City Public Works Solar Photovoltaic System

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.

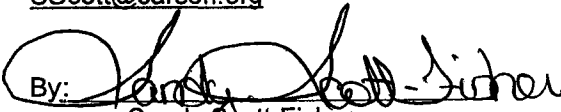
CARSON CITY

Finance Director
Attn: Sandy Scott-Fisher, Purchasing and
Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Sandy Scott-Fisher

By: 
Deputy District Attorney

Dated 8/10/10

Dated 8/10/10

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 Ext. 30367
Fax: 775-887-2164
ABurnham@carson.org

By: 

Dated 8/10/10

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-073**

Title: Carson City Public Works Solar Photovoltaic System

Kyle Gardella deposes and says: That he/she is Contractor or authorized agent of Contractor; the he/she has read the foregoing Contractor; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kyle Gardella

TITLE: Managing Member

FIRM: Reliant Electric, LLC

CARSON CITY BUSINESS LICENSE #:

NEVADA CONTRACTOR'S LICENSE #: 65968

Address: 685 Edison Way

City: Reno State: Nevada Zip Code: 89502

Telephone: 775-342-2900/Fax: 775-342-2905

E-mail Address:

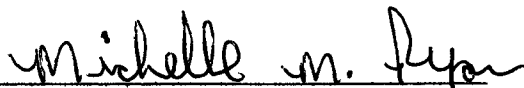


(Signature of Contractor)

DATED 8-10-2010

STATE OF Nevada)
County of Washoe)ss

Signed and sworn (or affirmed before me on this 10th day of August, 2010, by Kyle Gardella.



(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-073**

Title: Carson City Public Works Solar Photovoltaic System

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 19, 2010 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1011-073** and titled "**Carson City Public Works Photovoltaic System**". Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L CROWELL, MAYOR

DATED this 19th day of August, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 19th day of August, 2010.

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

CASHIER'S CHECK

0761300077

July 30, 2010

07613 Office AU # 11-24 1210(6)

PAY TO THE ORDER OF ***CARSON CITY, NV***
REF: Bid-1011-073 CCPW Solar Photovoltaic
Twenty-seven thousand nine hundred eighty-six dollars and 50 cents

\$27,986.50

WELLS FARGO BANK, N.A.
RENO - SPARKS BUSINESS BANKING
5340 KIETZKE LN
RENO, NV 89511
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$27,986.50

AUTHORIZED SIGNATURE

Rehant Electric

⑈0761300077⑈ ⑆121000248⑆4861 507747⑈

Security Features Included. Details on Back.

BID PROPOSAL

BID # 1011-073

BID TITLE: "CARSON CITY PUBLIC WORKS SOLAR PHOTOVOLTAIC SYSTEM"

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 are 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 1 Addendums.

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
BP.1) Mobilization, Demobilization and Clean-up	1	LS	\$ 5,000	\$ 5,000
BP.2) 230 Watt Solar PV Panels	544	EA	\$ 590	\$ 320,960
BP.3) 135 KW Inverter	1	EA	\$ 165,076	\$ 165,076
BP.4) Racking System	1	LS	\$ 40,000	\$ 40,000
BP.5) Data Acquisition System	1	EA	\$ 12,000	\$ 12,000
BP.6) Shaded Inverter Enclosure & Bollards	1	EA	\$ 8,150	\$ 8,150
BP.7) Electrical Conduit and Wiring	1	LS	\$ 21,750	\$ 21,750
BP.8) Other Material	1	LS	\$ 10,000	\$ 10,000
BP.9) Electrical Labor	1	LS	\$ 71,794	\$ 71,794
BP.10) Other Labor	1	LS	\$ 5,000	\$ 5,000
BP.11)	Total Bid Price			\$ 559,730.00

Total Bid Price Written in Words:

Five Hundred Fifty-Nine Thousand, Seven Hundred Thirty Dollars

Please see attached for additional pricing information.



Bid # 1011-073

Additional pricing information per addendum #1 and as listed in the special conditions.

Addendum #1, Price per KW AC \$4,660 per KW AC

Alternate Pricing per Special Conditions page SC-2:

- Inverter extended warranty of 10 years Included in base bid
- Inverter extended warranty of 20 years \$14,000
- Annual solar panel and wiring maintenance services \$4,500

Clarifications:

Bid item BP.5, Data Acquisition System includes a 1 year subscription to Fat Spaniel internet hosting service. Additional years of hosting by Fat Spaniel cost \$2,350 per year.

Kyle Gardella, P.E.

A handwritten signature in black ink, appearing to read 'Kyle Gardella', written over the printed name and company name.

Reliant Electric LLC

1-29-10

BP-2a

BID PROPOSAL

BP.12 BIDDER INFORMATION:

Company Name:	Reliant Electric LLC
Federal ID No.:	20-5352225
Mailing Address:	685 Edison Way
City, State, Zip Code:	Reno, NV 89502
Complete Telephone Number:	(775) 342-2900
Complete Fax Number:	(775) 342-2905
Fax Number including area code:	(775) 342-2905
E-mail:	kgardella@sbcglobal.net

Contact Person / Title:	Kyle Gardella, P.E. / Managing Member
Mailing Address:	685 Edison Way
City, State, Zip Code:	Reno NV 89502
Complete Telephone Number:	(775) 342-2900
Complete Fax Number:	(775) 342-2905
E-mail Address:	kgardella@sbcglobal.net

BP.13 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0065968
License Classification(s):	C-2 Electrical Contracting
Limitation(s) of License:	\$ 5,000,000
Date Issued:	09-05-2006
Date of Expiration:	09-30-2011
Name of Licensee:	Reliant Electric LLC
Carson City Business License Number:	Application Pending
Date Issued:	
Date of Expiration:	
Name of Licensee:	

BID PROPOSAL

BP.14 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	Kyle Gardella
Address:	1050 Chateau ave
City, State, Zip Code:	Reno, NV 89511
Telephone Number:	(775) 853-0607
Owner 2) Name:	Joe Gunser
Address:	6982 Bueno Polo Cir
City, State, Zip Code:	Sparks, NV 89434
Telephone Number:	(775) 219-2265
Other 1) Title:	
Name:	
Other 2) Title:	
Name:	

Corporation:

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Mailing Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name & Title:

BID PROPOSAL

BP.15 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>Kyle Gardella</i>	<i>3 1/2</i>

Title 1) *Managing Member*

Name 2) <i>Joe Ganzer</i>	<i>3</i>
---------------------------	----------

Title 2) *Project manager*

Name 3) <i>Chris Freeman</i>	<i>3 1/2</i>
------------------------------	--------------

Title 3) *Construction Manager*

Name 4) <i>Michelle Ryan</i>	<i>1</i>
------------------------------	----------

Title 4) *office manager*

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

Title 5)

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

Title 6)

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

BID PROPOSAL

BP.16 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)

Company Name 1):	City of Reno
Contract Person:	Allen Tryon
Mailing Address:	1 east 1st, 9th floor
City, State, Zip Code:	Reno, NV 89505
Complete Telephone Number:	(775) 334-1226
E-Mail Address:	tryona@ci.reno.nv.us
Project Title:	Reno Corporate Yard solar Photovoltaic system
Amount of Contract:	\$464,410
Scope of Work:	Design and construction of a 58 kW solar photovoltaic system.
Company Name 2):	Incline Village General improvement District
Contract Person:	Brad Johnson
Mailing Address:	1220 Sweetwater Rd
City, State, Zip Code:	Incline Village, NV
Complete Telephone Number:	(775) 832-1268
E-Mail Address:	brad-johnson@ivgid.org
Project Title:	IVGID solar array retrofit
Amount of Contract:	\$211,620
Scope of Work:	Install 30 kW solar photovoltaic system and structural steel support.

BID PROPOSAL


Company Name 3):	United Construction Company
Contract Person:	Greg Park
Mailing Address:	5300 Mill street
City, State, Zip Code:	Reno, NV 89502
Complete Telephone Number:	(775) 858-8090
E-Mail Address:	greg@unitedconstruction.com
Project Title:	Hug High school Photovoltaic system Retrofit
Amount of Contract	\$ 312,790
Scope of Work:	Install two roof mounted solar arrays totalling 58.8 KW
Company Name 4):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

BP. 17

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
Kyle Gardella

Printed Name

Managing Member

Title
7-29-10

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 ¹	OSHA Incident Rate ²
2007	1.0	0
2006	1.0	0

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
² 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.

BID PROPOSAL

SUBCONTRACTORS

BP. 18 INSTRUCTIONS: for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>None</i>	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		
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.19 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>KodialK Roofing</i>		Address <i>1905 Aviation Blvd, Lincoln, CA 95648-9557</i>	
Phone <i>(916) 253-1900</i>	Nevada Contractor License # <i>0042603</i>	Limit of License <i>\$10,000,000</i>	
Description of work <i>Mounting of rooftop unistrut and waterproofing</i>			
Name of Subcontractor <i>Tholl Fence</i>		Address <i>800 Glendale ave, Sparks, NV 89432</i>	
Phone <i>(775) 358-7197</i>	Nevada Contractor License # <i>5493A</i>	Limit of License <i>unlimited</i>	
Description of work <i>Install inverter shade structure and bollards</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

SUBCONTRACTORS

BP. 20 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>None</i>	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		
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

FEDERAL AID PROJECT

CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or \$50,000, which ever is greater)

CONTRACT NO. _____

CONTRACTOR Reliant Electric LLC

PROJECT NO. (S) 1011-073

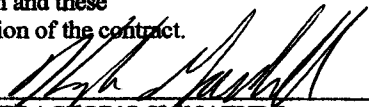
ADDRESS 685 Edison Way
Reno, NV 89502

BID AMOUNT \$ _____

This information must be submitted by the three lowest bidders within two (2) hours after 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 (2) hours.

NAME OF SUBCONTRACTOR	CONTACT ITEM NO(S).	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	NEVADA LICENSE	
			NO	YES
Kodiak Roofing	BP. 4	Installation of B12 channel and waterproofing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tholl Fence	BB. 6	Installation of inverter shade structure and bollards	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

NOTE: Subscription 108.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.



 CONTRACTOR'S SIGNATURE

7-29-10 *MM*
 7-29-10

 DATE

TELEPHONE NO. (775) 342-2900

BID PROPOSAL

FEDERAL AID PROJECT CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (5) percent of bid amount)

CONTRACT NO. _____
PROJECT NO. (S). 1011-073

CONTRACTOR Reliant Electric LLC
ADDRESS 685 Edison Way
Reno, NV 89502

BID AMOUNT \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "NAME OF SUBCONTRACTOR" if not utilizing subcontractors exceeding this amount.

NAME OF SUBCONTRACTOR	CONTACT ITEM NO(S).	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	NEVADA LICENSE	
			NO	YES
<i>None</i>				

NOTE: Subscription 108.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.


CONTRACTOR'S SIGNATURE

7-29-10
DATE

TELEPHONE NO. 075 342-2900

BID PROPOSAL

BP.21 LISTING OF MAJOR MATERIAL SUPPLIES

The Contractor is hereby required to list all major suppliers to be incorporated within this work. Space is provided below for listing of such suppliers. These spaces shall be filled in by the Contractor prior to turning in bids. Failure to do so may be considered by the OWNER as not responsive to the request for bids or intent of the Contract and may therefore be a cause for rejection. Sufficient time has been allowed to comply with the above intent, however, if no sub-bids have been received on an item, the Contractor should so state by a note to accompany the bid.

If no material suppliers are noted, the OWNER will be entitled to assume that material will be supplied by one of the named suppliers in the Contract Documents.

Materials Suppliers will be:

1. * Solar Depot
2. * Graybar Electrical Supply
3. * WESCO Electrical Supply
4. * _____
5. * _____
6. * _____
7. * _____
8. * _____
9. * _____

Note: If the above items are not completed, the ENGINEER may specify the brand to be used as listed in the Contract Documents. More than one supplier listed for any one item may be considered as non-responsive and therefore be a cause for rejection. The above unit process shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached Within ten (10) days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid surety attached in the sum of 5% of bid amount dollars (\$ _____) is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the OWNER caused thereby.

Respectfully submitted:

By: _____

(Title)

Managing member

689 Edison Way, Reno, NV 89502
(Business Address & Zip Code)

(Seal - if bid is by a corporation)

BID PROPOSAL

BP.22 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
 COUNTY OF Washoe)

I, Kyle Gardella (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 "CARSON CITY PUBLIC WORKS SOLAR PHOTOVOLTAIC SYSTEM", contract number 1011-073, 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: Kyle Gardella
 TITLE: Managing Member
 FIRM: Reliant Electric LLC
 Address: 6885 Edison Way
 City, State, Zip: Reno, NV 89502
 Telephone: (775) 342-2900
 Fax: (775) 342-2905
 E-mail Address: Kgardella@sbcglobal.net

[Signature]
 (Signature of Bidder)

DATED: 7-29-10

Signed and sworn (or affirmed) before me on this 29th day of July, 2010, by Kyle Gardella

[Signature]
 (Signature of Notary)

(Notary Stamp)



BID PROPOSAL FORM 4

MINORITY BUSINESS ENTERPRISE / WOMEN BUSINESS ENTERPRISE

PROJECT NAME: <i>Carson City Public Works Solar Photovoltaic system</i>	PROJECT NUMBER: <i>1011-073</i>
PROJECT DESCRIPTION: <i>solar photovoltaic system</i>	PROJECT LOCATION: <i>Carson City, NV</i>

NAME AND ADDRESS (include ZIP code): <i>Reliant Electric LLC 685 Edison way Reno, NV 89502</i>	TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT/ENGINEER (A/E) <input checked="" type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER/SERVICE (S/S)
AMOUNT OF CONTRACT/BID: \$ <i>559,730</i>	

Minority Business Enterprise

<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (include ZIP code): <i>None</i> PHONE:
---	---

CONTRACT AMOUNT \$	TYPE OF CONTRACT:
------------------------------	-------------------

<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (include ZIP code): PHONE:
--	--

CONTRACT AMOUNT \$	TYPE OF CONTRACT:
------------------------------	-------------------

BID PROPOSAL

<input type="checkbox"/> MBE <input type="checkbox"/> WBE	NAME AND ADDRESS (Include ZIP code): PHONE:
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUPPLIER/SERVICES	
<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	
CONTRACT AMOUNT \$	TYPE OF CONTRACT:

	% MBE	% WBE	MBE \$	MBE %	WBE \$	WBE %
Construction	12%	10%	\$ 0	0 %	\$ 0	0 %
Equipment	11%	23%	\$ 0	0 %	\$ 0	0 %
Services	7%	25%	\$ 0	0 %	\$ 0	0 %
Total			\$ 0		\$ 0	

NAME <i>Lyle Gardella</i>	TITLE <i>Managing Member</i>	PHONE <i>(775) 342-2900</i>
SIGNATURE <i>Lyle Gardella</i>	DATE <i>7-29-10</i>	EMAIL <i>lygardella@sbcglobal.net</i>

BID PROPOSAL

BP. 24

CONTRACTOR'S ARRA COMPLIANCE CERTIFICATION

This project, the Carson City Public Works Solar Photovoltaic System, is funded in part or whole by the American Reinvestment and Recovery Act of 2009 (ARRA), also known as Federal Stimulus Money. The Contractor and all named Subcontractors shall certify in writing their understanding of and compliance with the ARRA requirements. The General Contractor shall submit a signed copy of this compliance statement with the Bid, per Specification Sections 00200. The General Contractor shall submit all named Subcontractors' signed compliance forms to the Owner within 10 business days after bid opening.

Failure to provide the General Contractor's signed certification with the Bid and the Subcontractors' signed certifications within ten (10) business days following Bid Opening shall render the Bid non-responsive and shall be the basis for rejection of the Bid.

By signing this document, the Contractor certifies they are fully compliant with ARRA Requirements, as summarized below:

- B. Buy American: Section 1605 of the ARRA requires that all Iron, Steel, and Manufactured Goods used in the project shall be produced in the United States.**
 - 1. Steel is further defined as:**
 - a. An alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.**
 - b. Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.**
 - c. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project.**
 - 2. Manufactured goods are further defined as goods brought to the construction site for incorporation into the building or work that have been:**
 - a. Processed into a specific form and shape; or**
 - b. Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.**
 - c. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacture of the goods occurs in the United States.**
- C. Contractor acknowledges that all submittals shall include material manufacturers' certification of ARRA compliance forms. Note that un-certified manufacturers shall be a basis for rejection of product, unless a waiver has been granted. Contractor shall replace all rejected items (due to noncompliance with ARRA guidelines) with ARRA compliant manufacturers, at no cost to the owner.**
- D. Waste, Fraud, and Abuse: Waste, Fraud or Abuse of public funds will not be tolerated. Contractor understands that Project accounting must be strict, accurate, and timely.**

BID PROPOSAL

- E. **Whistleblower Rights Notice:** The Contractor understands that Federal whistleblower protections and rights must be posted at the job site. This posting shall be public, conspicuous, and readily available to all personnel working at or visiting the job site.

- F. **Reporting:** The Contractor understands that in addition to standard Project reporting requirements that certain additional reports are required, on a weekly and quarterly basis, including the tracking of goals per Section 1512 of the ARRA. Specific report items are expected to include jobs created, jobs saved, and other information related to the administration of the Project, and will be updated on the following website: <http://www.federalreporting.gov/>

- G. **Prevailing Wages:** The Contractor understands that the payment of Nevada State and Federal Davis Bacon prevailing wages and timely submission of prevailing wage documentation is mandatory.

Certification:

I (undersigned) have read, understand, and will comply with the ARRA requirements for the Carson City Public Works Solar Photovoltaic System due to financing from the American Reinvestment and Recovery Act of 2009.

Kyle Gardella
Managing Member
(Name - Print) (Title of person authorized to sign)

[Signature] 7-29-10
Reliant Electric LLC
(Signature) (Date) (Company)

END OF SECTION

BID PROPOSAL

**AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.**

STATE OF Nevada
COUNTY OF Washoe } ss

I, Kyle Gardella (Name of party signing
this affidavit and the Proposal Form) Managing Member (title).
being duly sworn do depose and say: That Reliant Electric LLC

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Kyle Gardella
Signature

Managing Member
Title

Sworn to before me this 29th day of July, 2010

Michelle M. Ryan
Signature

Michelle M. Ryan
Notary Public, Judge or other Official

(SEAL)



BID PROPOSAL

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

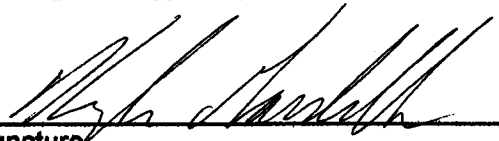
(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Kyle Gardella
Name (please type or print)


Signature

Managing Member
Title

Total Bid Price written in words? y/n	Yes	Yes	Yes
Bidder Information provided? y/n	Yes	Yes	Yes
Sub Contractors listed? y/n or none	Yes	None	Yes
Bid Document executed? y/n	Yes	Yes	Yes
END OF DOCUMENT			
*** Mathematical Error In Bid			