



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** September 19, 2019

**Staff Contact:** Carol Akers and Andy Hummel

**Agenda Title:** For Possible Action: Discussion and possible action regarding Contracts No. 19300022 and 19300023 for the costs to repair centrifuge #2 at the Carson City Water Resource Recovery Facility by Andritz Separation Inc., for an amount not to exceed \$125,250. (Carol Akers, CAkers@carson.org and Andy Hummel, AHummel@carson.org)

Staff Summary: The total cost to repair centrifuge #2 will be \$125,250. This includes Contract No. 19300022 to cover the cost of the repairs for \$116,630 and Contract No. 19300023 for the additional cost to assist with the installation and start up, as well as to provide operator training to City Staff for \$8,620. The quotes were provided from two different divisions within Andritz, therefore requiring two separate contracts.

**Agenda Action:** Formal Action / Motion **Time Requested:** Consent

### Proposed Motion

I move to approve the contracts as presented.

### Board's Strategic Goal

Efficient Government

### Previous Action

none

### Background/Issues & Analysis

The Carson City Water Resource Recovery Facility operates two centrifuges as part of the solids handling process. These centrifuges remove excess water from the solids prior to landfill disposal, greatly reducing the amount and volume of solids sent to the landfill. In April of this year, centrifuge #2 began exhibiting mechanical issues, namely excess vibration resulting in broken piping. This unit was originally purchased in 2000, and the last major rebuild was done in 2012. Given the age of the unit, the decision was made to ship it back to the manufacturer for inspection and evaluation; upon inspection the manufacturer recommended repairs to numerous internal components and reassembly with new bearings, fasteners, and seals. In the report from the manufacturer it appeared as though something fed through the centrifuge that caused internal damage and threw the centrifuge out of balance. Over the last few years the plant had completed improvements to help extend the life of the centrifuges in the future, namely better grit and debris removal for the incoming waste stream.

This is a contract for items which may only be contracted from a sole source and is a repair to the equipment therefore not suitable for public bidding pursuant to NRS 332.115.

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

NRS 332.115 (1)(c)

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Wastewater Equipment Repair and Maintenance Account / 5103201 500430

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** The Wastewater Equipment Repair and Maintenance Account will be reduced by \$125,250; the available budget is \$213,342.78.

**Alternatives**

Do not approve contracts and provide direction to staff.

**Attachments:**

[Andritz-Sole Source Letter.pdf](#)

[19300022 Draft Contract.pdf](#)

[19300023 Draft Contract.pdf](#)

[Andritz Draft Contract \(redline from original\).DOCX](#)

**Board Action Taken:**

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

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

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

Aye/Nay

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

\_\_\_\_\_  
(Vote Recorded By)



August 6, 2019

City of Carson City  
3320 E Fifth St  
Carson City, NV  
89701

**Scott Koehler**  
Inside Sales Manager  
SEPARATION

p: 817-419-1770  
f: 817-419-1990  
Scott.Koehler@andritz.com

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## **SUBJECT: SOLE SOURCE SUPPLIER**

Andritz Separation, Inc. is an original equipment manufacturer (OEM) of the liquid/solid separation equipment and hold the sole rights and ownership to the Andritz-Ruthner, Bird Machine, Netzsch, R & B and Humboldt product lines. We are the sole source for all replacement parts, accessories and service.

All manufacturing components are based on Andritz's proprietary drawings. Commercial items are based on Andritz engineered specifications, they hold the highest manufacturing tolerances and we strive to achieve and maintain the most optimized efficiency in all of our products.

Andritz Separation, Inc. is the exclusive supplier of these components and we do not operate with local distributor networks. We have multiple facilities throughout North America and regional Sales Engineers available to handle all of your service needs. Please feel free to contact Andritz Separation, Inc. directly or visit our website at [www.usa.Andritz.com](http://www.usa.Andritz.com).

Scott Koehler

ANDRITZ SEPARATION INC  
Region North America  
Inside Sales Manager- Service

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ENGINEERED SUCCESS



**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 19300022**

**Title: Centrifuge #2 Repairs**

THIS CONTRACT is made and entered into this 19<sup>th</sup> day of September, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Andritz Separation Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; 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. 19300022** (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 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only
CCBL expires <u>n/a</u>
GL expires _____
AL expires _____
WC expires _____

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2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

### 3. **CONTRACT TERM:**

3.1 This Contract shall be effective from September 20, 2019, subject to Carson City Board of Supervisors' approval (anticipated to be September 19, 2019) to December 30, 2019, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

### 4. **NOTICE:**

4.1 Except any applicable 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 King  
Andritz Separation Inc.  
1010 Commercial Blvd. S.  
Arlington, TX 76001  
508-404-1433  
Robert.King@andritz.com

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

Carson City Purchasing and Contracts  
Department Carol Akers, Purchasing &  
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 SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount One Hundred Sixteen Thousand Six Hundred Thirty Dollars and 00/100 (\$116,630.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

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

## 6. **TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in September of the same year. A billing submitted after the first Friday in September will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

## 7. **CONTRACT TERMINATION:**

7.1 Termination Without Cause:

7.1.1 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.

7.1.2 **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 SERVICES actually performed, including expenses and an appropriate profit on items of SERVICES actually performed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead for SERVICES not performed. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract for SERVICES by subcontractor on **CITY'S** site likewise contain a termination for convenience clause which precludes the ability of any subcontractor

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to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

## 7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES 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.

## 7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 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

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

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

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

7.3.2.5 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

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

## 7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach (including for a default or breach under subsection 7.3.2.1) may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within thirty (30) calendar days of providing that default or breach notice, to provide evidence reasonably 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. 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

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termination without cause or termination for nonappropriation.

## 7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are not subject to set off under this Contract.

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

7.5.1.3 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

## 7.6 Notice of Termination:

7.6.1 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).

## 8. **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. 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.

## 9. **CITY'S LIMITED LIABILITY:**

**CITY** will not waive and intends to assert its 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.

## 10. **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 any events, whether or not foreseeable, beyond the reasonable control of either party, including 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.

## 11. **INDEMNIFICATION:**

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter



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41, each party shall indemnify, hold harmless and defend the other party from and against all third party claims for bodily injury and physical property damage, including reasonable attorney's fees, arising out or related to this Contract but only to the extent of the negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Indemnifying party shall promptly tender the defense of any such third-party claim to indemnified party. Indemnifying party shall be entitled to control the defense and resolution of such claim, provided that indemnified party shall be entitled to be represented in the matter by counsel of its choosing at indemnified party's sole expense.

## 12. **INDEPENDENT CONTRACTOR:**

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES 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 SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 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 SERVICES 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.

12.3 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.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, claims arising out of **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 but only to the extent of **CONTRACTOR'S** fault.

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

## 13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply.**

13.2 **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.

13.3 **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**.

13.4 *Insurance Coverage (13.6 through 13.23):*

13.5 **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 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:

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

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

# INDEPENDENT CONTRACTOR AGREEMENT

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13.5.3 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 upon the expiration or replacement of the required insurance.

13.6 *General Insurance Requirements (13.8 through 13.23):*

13.7 **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.

13.8 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by CONTRACTOR, The City and County of Carson City, Nevada, its officers, and employees shall be included as additional insureds.

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

13.10 **Policy Cancellation:** 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.

13.11 **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.

13.12 **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 3, Carson City, NV 89701:

13.13 **Certificate of Insurance:** CONTRACTOR shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative, 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.

13.14 **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.

## 13.15 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONTRACTOR shall maintain commercial general liability (CGL) with a limit of \$1,000,000 each occurrence.

13.15.1 *Limits required:*

13.15.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.15.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.15.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

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13.15.5 CGL insurance shall be written on ISO occurrence form 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)].

13.15.6 City and County of Carson City, Nevada, its officers, and employees shall be included as an insured under the CGL, using ISO additional insured endorsement.

13.15.7 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.

### 13.16 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.16.1 *Limit required:*

13.16.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a combined limit of \$1,000,000 each accident for bodily injury and property damage.

13.16.3 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.

### 13.17 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.17.1 **CONTRACTOR** shall provide workers' compensation insurance as required by applicable statute and Employer's Liability insurance with a limit of \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

## 14. **BUSINESS LICENSE:**

14.1 **CONTRACTOR** shall provide a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 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.

## 15. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

**CONTRACTOR** will be responsible for the duration of this Contract any applicable 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.

**CONTRACTOR** will be responsible to pay applicable taxes, insurance premiums, permits, and licenses required or imposed by law or a court. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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 (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.

## 16. **WAIVER OF BREACH:**

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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.

## 17. **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.

## 18. **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.

## 19. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records, or any other documents or drawings, prepared or in the course of preparation by **CITY** shall remain the exclusive property of **CITY** and all such materials shall be destroyed or returned 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**.

All intellectual property embodied in the products and SERVICES provided to **CITY** is the property of **CONTRACTOR**, and any intellectual property developed, at least in part, by **CONTRACTOR** under this Agreement is and remains the sole and exclusive property of **CONTRACTOR**.

**CITY** acknowledges that the information that **CONTRACTOR** submits to **CITY** in connection with this Agreement and the performance hereof is **CONTRACTOR'S** confidential and proprietary information. **CITY** agrees not to disclose such information to third parties without **CONTRACTOR'S** prior written consent. **CONTRACTOR** grants to **CITY** a non-exclusive, royalty-free, non-transferrable license to use **CONTRACTOR'S** confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the products that are the subject of this Agreement only; provided, however, that **CITY** further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the products or any parts thereof, fabricate the products or any parts thereof from **CONTRACTOR'S** drawings or to use the drawings other than in connection with this Agreement. All copies of **CONTRACTOR'S** confidential and proprietary information shall remain **CONTRACTOR'S** property and may be reclaimed by **CONTRACTOR** at any time in the event **CITY** is in breach of its obligations under this Section 19, or in case of **CITY'S** termination for its convenience.

## 20. **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.

## 21. **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

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

Title: Centrifuge #2 Repairs

this Contract.

## 22. **FEDERAL FUNDING:**

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

22.1.1 **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.

22.1.2 **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.

22.1.3 **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).

22.1.4 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).

## 23. **LOBBYING:**

23.1 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:

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

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

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

## 24. **GENERAL WARRANTY:**

Product Warranty.

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

### Title: Centrifuge #2 Repairs

(i) New Equipment Warranty. In the case of the purchase of new equipment the **CONTRACTOR** warrants to **CITY** that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to **CITY** and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, **CONTRACTOR** warrants to **CITY** that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period **CITY** discovers a defect in material or workmanship of a product and gives **CONTRACTOR** written notice thereof within 10 days of such discovery, **CONTRACTOR** will, at its option, either deliver to **CITY**, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months for 24(a)(i) or 6 months for 24(a)(ii) from completion of such repair or replacement, with no further extension. **CONTRACTOR** will have no warranty obligations for the products under this Paragraph 24(a): (i) if the products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with **CONTRACTOR**'s specific written instructions; (ii) if the products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if **CITY** fails to give **CONTRACTOR** such written 10 day notice; (iv) if the products are repaired by someone other than **CONTRACTOR** or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

b) Services Warranty. **CONTRACTOR** warrants to **CITY** that the SERVICES performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the SERVICES, on the condition that **CONTRACTOR** be promptly notified in writing thereof, **CONTRACTOR** as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the SERVICES furnished. **CONTRACTOR** does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and **CONTRACTOR** shall not be liable for any loss of use or any production losses whatsoever.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 24 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) The remedies provided in Paragraphs 24(a) and 24(b) are CITY's exclusive remedy for breach of warranty

#### 25. PROPER AUTHORITY:

The parties hereto represent 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 is performed at the sole risk of **CONTRACTOR**.

#### 26. 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

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

Title: Centrifuge #2 Repairs

would require the application of the law of any other jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the products or the SERVICES provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Carson City, Nevada by a panel of three members, one of whom will be appointed by each of **CITY** and **CONTRACTOR** and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party.

## 27. 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.

## 28. CONTRACTOR'S LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the products, SERVICES, or this Agreement or from the performance or breach hereof.

The aggregate liability of **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the products, SERVICES or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price. The foregoing notwithstanding, **CONTRACTOR's** aggregate and sole liability for any claims for delay in delivery shall not exceed 5%.

The limitations and exclusions of liability set forth in this Section 28 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are **CITY's** exclusive remedies.

All liability of **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the products, SERVICES or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

In no event shall **CONTRACTOR** be liable for any loss or damage whatsoever arising from its failure to discover

## **INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 19300022**

**Title: Centrifuge #2 Repairs**

or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the **CITY** against the advice of **CONTRACTOR**. If **CONTRACTOR** furnishes **CITY** with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject **CONTRACTOR** to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.



**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 19300022**

**Title: Centrifuge #2 Repairs**

**29. 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:

**CITY**

Attn: Carol Akers, Purchasing & Contracts Administrator  
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

Acct# 5103201 500430

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

Dated \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**

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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 King

**FIRM:** Andritz Separation Inc.

**Address:** 1010 Commercial Blvd. S.

**City:** Arlington      **State:** TX      **Zip Code:** 76001

**Telephone:** 508-404-1433

**E-mail Address:** [Robert.King@andritz.com](mailto:Robert.King@andritz.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

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

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 19300022**

**Title: Centrifuge #2 Repairs**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 19, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300022**. 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 19<sup>th</sup> day of September, 2019.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 19<sup>th</sup> day of September, 2019.



## QUOTATION

Customer: 117848

**Carson City**

Public Works  
3505 Butti Way  
Carson City NV 89701-3498

Contact:

Fax: **+17758872164**

Copy to:

Your inquiry:

Our quote no: **20615365**

Supplier:

**Andritz Separation Inc.**

Contact:

**Mr Eric D. Miller**

Phone:

**1-304-760-6601**

Fax:

E-mail:

**eric.miller@andritz.com**

Date:

**06/20/2019**Sales Responsible: **MURPHY, WILLIAM**

Ladies and Gentlemen,

We thank you for your inquiry and are pleased to quote as follows:

### 1. Scope of supply

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	REPAIR ANDRITZ D5LL ROTATING ASSEMBLY CARSON CITY S/N 9912	300349158		1	PC	95,228.00	95,228.00
20	FREIGHT	100039916		1	PC	3,500.00	3,500.00
30	REPLACEMENT ISOLATORS EACH ISOLATOR WILL REQUIRE MODIFICATION TO ALLOW FOR THE PROPER MOUNTING TO THE CUSTOMERS BASE.	129999900		4	PC	4,475.50	17,902.00
<b>Items total</b>							116,630.00
<b>Total Amount</b>						USD	116,630.00

\* S = Spare Parts, W = Wear Parts



## D5LL ROTATING ASSEMBLY

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<b>Customer:</b> Carson City <b>Salesperson:</b> Will Murphy <b>Date Quoted:</b> 6/20/2019 <b>Model:</b> D5LL <b>Serial Number:</b> 9912	<b>Location:</b> Carson City, NV <b>Material of Construction:</b> Stainless Steel <b>Job Number:</b> S-48-E24769 <b>Manufacturer:</b> ANDRITZ <b>Assembly Drawing:</b> Parts Manual <b>Estimated Delivery ARO:</b> 10-11 Weeks
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### Totals

Total Labor :	\$ 31,844.00
Total Material :	\$ 63,384.00
<b>TOTAL REPAIR:</b>	<b>\$ 95,228.00</b>

**Additional Notes:**

- Shipping and handling terms are FCA, Origin.
- The centrifuge has been sent to the service center for routine repair. The customer had a running failure of the feed tube and a subsequent inability of operate under acceptable vibration levels.
  - The customer is requesting the motor be rebuild.
  - The customer had requested a rebuild kit for their isolators. There is not a rebuild kit available for these isolators, so a new set of isolators will be quoted separately.

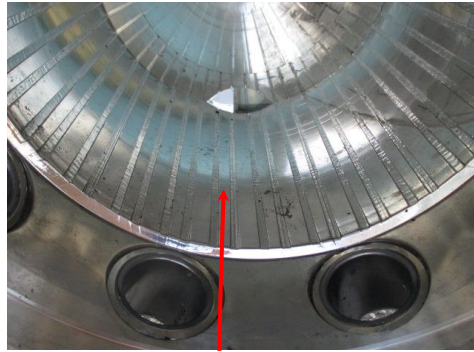
## Component Findings / Recommended Scope of Supply

### Bowl

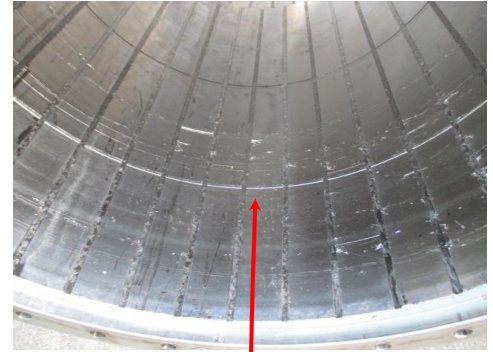
- The bowl strips in each section are within factory tolerance. The bowl sections will be reused
- The effluent end of the bowl has some grooves. These areas will be polished to remove any burrs.
- The discharge nozzles are showing some wear. The nozzles will be rotated 180 degrees.



Worn Bowl Nozzles



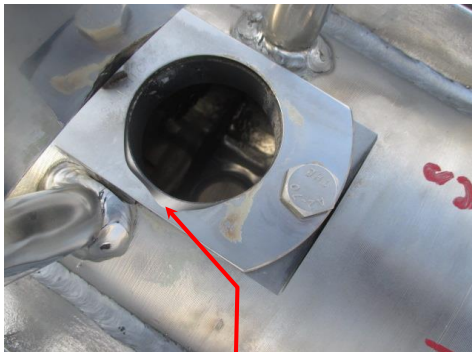
Strips in Conical Section



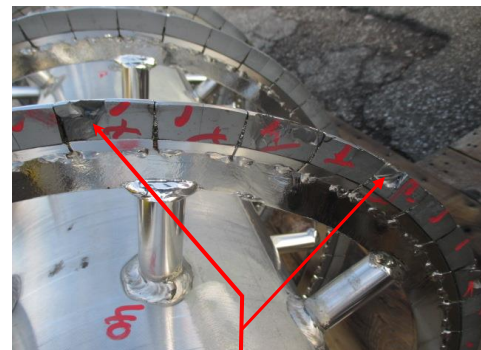
Effluent End Grooves

### Scroll

- The scroll has some damaged TC tiles. Only the damaged tiles will be replaced.
- The feed ports have some wear. The feed ports will be rotated 180 degrees.
- The feed chamber has some minor wear. Hardfacing will be touched up as required to reduce additional wear.
- The void compartment is within factory specification. No work will be required during this repair.
- Balance arbors will be installed on the scroll. The scroll will be balanced to OEM specifications



Worn Feed Port



Broken Tiles

## Spline Trunnion

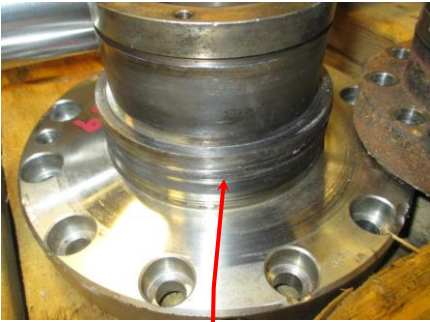
- The spline has only minor wear and will be reused as is.



Spline Trunnion

## Scroll Hub

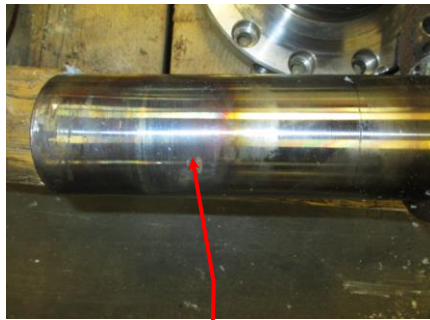
- The scroll hub is damaged. The scroll hub will be replaced.



Damaged Scroll Hub

## Inlet Tube

- The inlet tube is damaged. The inlet tube will be replaced.

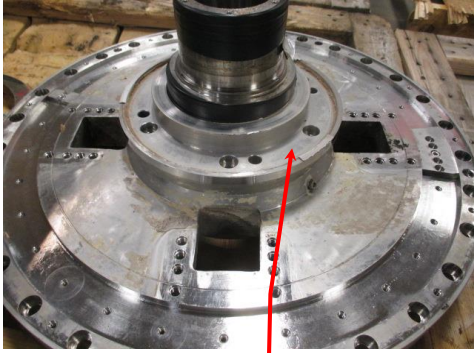


Inlet Tube

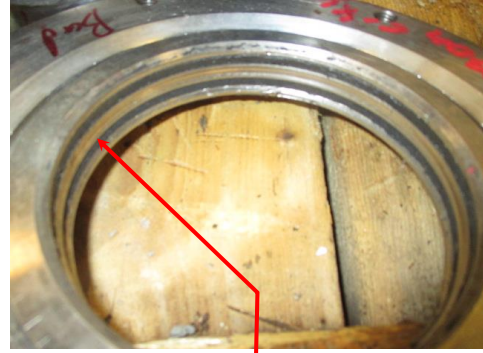


## Effluent Head

- The main bearing area is within factory tolerance. The stem will be polished to remove any burrs.
- The conveyor bearing area is not within factory tolerance. This area will be repaired to factory tolerance.
- The tightness plate is damaged. The plate will be polished to remove any burrs.



Effluent Head



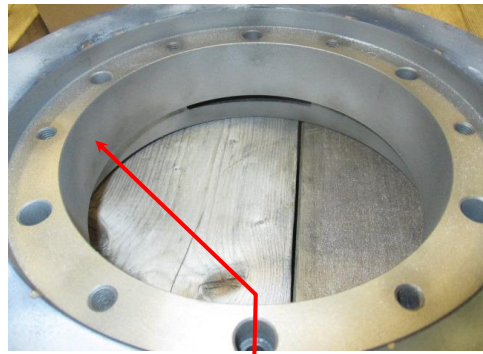
Tightness Plate Damage

## Bearing Housings

- The solids end bearing housing is within specification and will be reused.
- The effluent end bearing housing is within specification and will be reused.



Effluent End Bearing Housing



Solids End Bearing Housing

## Cyclo Gear

- The cyclo was disassembled, cleaned, and inspected.
- The slow speed shaft is grooved. The seal area will be repaired to factory tolerance.
- The high speed shaft is within factory tolerance. The bearing and seal areas will be polished to remove any burrs.
- The cyclo will be assembled with new bearings, seals, O-rings, and fasteners.



Slow Speed Shaft



Main Bearing Area



High Speed Shaft



## Feed Pipe

- The feed pipe is damaged. The feed pipe will be replaced.



Damaged Feed Pipe

## Base

- The base will be cleaned and painted.
- The motors will be repaired to factory specifications.

## Assembly

- Assemble with all new bearings, seals, fasteners, and O-rings.
- Assemble to customers base.

## Test and Ship

- Document standard test per ANDRITZ QA-127. Test at customers operating speed.
- Remove R/A from test stand, prep and paint all required areas.
- Wrap and prep for shipment.

## PARTS LIST

### FRONT PILLOW BLOCK ASSEMBLY: 30395

SAP NUMBER	ITEM DESCRIPTION	QTY
131398456	SCREW	4
131042316	SCREW	4
131045033	SCREW	6
131071335	RETAINING RING	1
100022291	RETAINING RING	1
131126172	SCREW	1
100004599	WASHER	4
100002122	NUT	1
131045885	ROLLER BEARING	1
131130249	LUBRICATOR	1
100004671	WASHER	4
100003741	SCREW	4
131892462	SCREW	6
131041858	SCREW	16
100004621	WASHER	16
131024981	SCREW	30
131128834	O-RING	1
131128745	O-RING	2
131071714	V-RING	1
131128821	O-RING	1
131128747	O-RING	2
131045575	BALL BEARING	1
131189279	SCREW	15
131044951	SCREW	1
131073758	SEAL	1
131058741	LIP RING	1
131882459	SEAL	1
131750682	O-RING	1
100003138	SCREW	4
131130482	WASHER	4
131127436	PIN JOINT	2
131045569	SCREW	2
100004671	WASHER	2
131320448	O-RING	1
131700278	FEED PIPE WASHER	2
131128827	O-RING	2
131411050	GREASE	10
131411051	GREASE	10

### COVER AND FRAME ASSEMBLY: 30272

SAP NUMBER	ITEM DESCRIPTION	QTY
131882459	SEAL FOAM	7
131042309	SCREW	16
100004599	WASHER	16
131045095	SCREW	4
100020428	SCREW	22
100004599	WASHER	22

## BOWL AND SCREW CONVEYOR ASSEMBLY: 30397

SAP NUMBER	ITEM DESCRIPTION	QTY
131045033	SCREW	6
131140703	O-RING	1
131027656	RETAINING RING	1
100020438	SCREW	12
131044466	SCREW	30
131189279	SCREW	2
131939025	SEAL	2
131128834	O-RING	2
131044903	SCREW	16
131128749	O-RING	8
131126171	SCREW	10
131128746	O-RING	1
131140705	O-RING	1
131382474	SCREW CONVEYOR HUB	1
131382649	SLEEVE ON SCREW HUB	1
202286093	T/C TILE	25
202286098	T/C TILE	50
202286094	T/C TILE	25
132435235	HARDFACING ROD	3

## SEDIMENTS CASTING ASSEMBLY: 29239

SAP NUMBER	ITEM DESCRIPTION	QTY
131045095	SCREW	4

## REDEX ASSEMBLY: 28658

SAP NUMBER	ITEM DESCRIPTION	QTY
131045031	SCREW	1
131127093	REDEX WASHER	1
131045033	SCREW	6
131146696	WASHER	3
131128706	SCREW	1
131748489	NUT	1
131146696	WASHER	3
131128707	SCREW	3
131044320	SCREW	8

## DRIVE AND BACKDRIVE ASSEMBLY:30398

SAP NUMBER	ITEM DESCRIPTION	QTY
100004671	WASHER	2
131045569	SCREW	2
131042316	SCREW	4
131042218	WASHER	4
131042279	SCREW	8
131042218	WASHER	8
100002206	NUT	4
100004644	WASHER	4
131042279	SCREW	2
131042218	WASHER	2
131078191	SCREW	6
100004643	WASHER	6
131042279	SCREW	4
131042218	WASHER	4
131042218	WASHER	4
131045659	SCREW	4

CYCLO UNIT: 27039

SAP NUMBER	ITEM DESCRIPTION	QTY
131828478	ECCENTRIC BEARING	1
132281771	COPPER SEAL	4
131325347	PLUG	2

REAR PILLOW BLOCK ASSEMBLY: 30264

SAP NUMBER	ITEM DESCRIPTION	QTY
131041858	SCREW	6
131031985	O-RING	1
131078288	RETAINING RING	1
132032496	BALL BEARING	2
131128832	O-RING	2
100022260	RETAINING RING	1
131044462	SCREW	8
131283239	SCREW	12
131882459	SEALING FOAM	1
131126161	SCREW	6
131128783	O-RING	1
131060381	ROLLER BEARING	1
100022224	RETAINING RING	1
132765285	ROLLER BEARING	1
131073901	RETAINING RING	1
131215475	LIP SEAL	1
131126166	SCREW	12
131750617	O-RING	1
100022222	RETAINING RING	1
131073901	ROLLER BEARING	1
131126168	SCREW	6
131126166	SCREW	6
131189279	SCREW	1
131828666	COPPER SEAL	2
131041858	SCREW	2
100022271	RETAINING RING	1
131456643	O-RING	1
131078369	RETAINING RING	1
131456643	O-RING	1
131456643	O-RING	2
131481651	SEALING DISC	1
131831955	SHIM SET	2
131831954	SHIM SET	1
131831953	SHIM SET	1
131411050	GREASE	10

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No. 19300023**  
**Title: Centrifuge #2 Installation and Training**

THIS CONTRACT is made and entered into this 19<sup>th</sup> day of September, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Andritz Separation Inc., hereinafter referred to as “**CONTRACTOR**”.

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “NRS”) 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; 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. 19300023** (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 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the “SERVICES”.

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only	
CCBL expires	<u>n/a</u>
GL expires	_____
AL expires	_____
WC expires	_____

**INDEPENDENT CONTRACTOR AGREEMENT**  
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2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

**3. CONTRACT TERM:**

3.1 This Contract shall be effective from October 1, 2019, subject to Carson City Board of Supervisors' approval (anticipated to be September 19, 2019) to January 30, 2020, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

**4. NOTICE:**

4.1 Except any applicable 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 King  
Andritz Separation Inc.  
1010 Commercial Blvd. S.  
Arlington, TX 76001  
508-404-1433  
Robert.King@andritz.com

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

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing & 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 SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount Eight Thousand Six Hundred Twenty Dollars and 00/100 (\$8,620.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

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

**6. TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in September of the same year. A billing submitted after the first Friday in September will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

**7. CONTRACT TERMINATION:**

7.1 Termination Without Cause:

7.1.1 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.

7.1.2 **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 SERVICES actually performed, including expenses and an appropriate profit on items of SERVICES actually performed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead for SERVICES not performed. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract for SERVICES by subcontractor on **CITY'S** site likewise contain a termination for convenience clause which precludes the ability of any subcontractor

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to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES 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.

7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 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

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

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

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

7.3.2.5 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

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

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach (including for a default or breach under subsection 7.3.2.1) may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within thirty (30) calendar days of providing that default or breach notice, to provide evidence reasonably 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. 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



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termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are not subject to set off under this Contract.

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

7.5.1.3 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 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).

**8. 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. 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.

**9. CITY'S LIMITED LIABILITY:**

**CITY** will not waive and intends to assert its 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.

**10. 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 any events, whether or not foreseeable, beyond the reasonable control of either party, including 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.

**11. INDEMNIFICATION:**

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter

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41, each party shall indemnify, hold harmless and defend the other party from and against all third party claims for bodily injury and physical property damage, including reasonable attorney's fees, arising out or related to this Contract but only to the extent of the negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Indemnifying party shall promptly tender the defense of any such third-party claim to indemnified party. Indemnifying party shall be entitled to control the defense and resolution of such claim, provided that indemnified party shall be entitled to be represented in the matter by counsel of its choosing at indemnified party's sole expense.

**12. INDEPENDENT CONTRACTOR:**

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES 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 SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 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 SERVICES 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.

12.3 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.

12.4 **CONTRACTOR**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, claims arising out of **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 but only to the extent of **CONTRACTOR'S** fault.

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

**13. INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply.**

13.2 **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.

13.3 **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**.

13.4 *Insurance Coverage (13.6 through 13.23):*

13.5 **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 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:

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

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

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13.5.3 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 upon the expiration or replacement of the required insurance.

13.6 *General Insurance Requirements (13.8 through 13.23):*

13.7 **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.

13.8 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, and employees shall be included as additional insureds.

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

13.10 **Policy Cancellation:** **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.

13.11 **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.

13.12 **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 3, Carson City, NV 89701:

13.13 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative, 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**.

13.14 **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.

13.15 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

**CONTRACTOR** shall maintain commercial general liability (CGL) with a limit of \$1,000,000 each occurrence.

13.15.1 *Limits required:*

13.15.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.15.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.15.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

## INDEPENDENT CONTRACTOR AGREEMENT

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13.15.5 CGL insurance shall be written on ISO occurrence form 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)].

13.15.6 City and County of Carson City, Nevada, its officers, and employees shall be included as an insured under the CGL, using ISO additional insured endorsement.

13.15.7 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.

#### 13.16 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.16.1 *Limit required:*

13.16.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a combined limit of \$1,000,000 each accident for bodily injury and property damage.

13.16.3 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.

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

13.17.1 **CONTRACTOR** shall provide workers' compensation insurance as required by applicable statute and Employer's Liability insurance with a limit of \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### 14. **BUSINESS LICENSE:**

14.1 **CONTRACTOR** shall provide a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 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.

#### 15. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

**CONTRACTOR** will be responsible for the duration of this Contract any applicable 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.

**CONTRACTOR** will be responsible to pay applicable taxes, insurance premiums, permits, and licenses required or imposed by law or a court. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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 (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.

#### 16. **WAIVER OF BREACH:**

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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.

**17. 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.

**18. 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.

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

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records, or any other documents or drawings, prepared or in the course of preparation by **CITY** shall remain the exclusive property of **CITY** and all such materials shall be destroyed or returned 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**.

All intellectual property embodied in the products and SERVICES provided to **CITY** is the property of **CONTRACTOR**, and any intellectual property developed, at least in part, by **CONTRACTOR** under this Agreement is and remains the sole and exclusive property of **CONTRACTOR**.

**CITY** acknowledges that the information that **CONTRACTOR** submits to **CITY** in connection with this Agreement and the performance hereof is **CONTRACTOR'S** confidential and proprietary information. **CITY** agrees not to disclose such information to third parties without **CONTRACTOR'S** prior written consent. **CONTRACTOR** grants to **CITY** a non-exclusive, royalty-free, non-transferrable license to use **CONTRACTOR'S** confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the products that are the subject of this Agreement only; provided, however, that **CITY** further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the products or any parts thereof, fabricate the products or any parts thereof from **CONTRACTOR'S** drawings or to use the drawings other than in connection with this Agreement. All copies of **CONTRACTOR'S** confidential and proprietary information shall remain **CONTRACTOR'S** property and may be reclaimed by **CONTRACTOR** at any time in the event **CITY** is in breach of its obligations under this Section 19, or in case of **CITY'S** termination for its convenience.

**20. 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.

**21. 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

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this Contract.

**22. FEDERAL FUNDING:**

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

22.1.1 **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.

22.1.2 **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.

22.1.3 **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).

22.1.4 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).

**23. LOBBYING:**

23.1 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:

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

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

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

**24. GENERAL WARRANTY:**

Product Warranty.

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300023

### Title: Centrifuge #2 Installation and Training

(i) New Equipment Warranty. In the case of the purchase of new equipment the **CONTRACTOR** warrants to **CITY** that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to **CITY** and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, **CONTRACTOR** warrants to **CITY** that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period **CITY** discovers a defect in material or workmanship of a product and gives **CONTRACTOR** written notice thereof within 10 days of such discovery, **CONTRACTOR** will, at its option, either deliver to **CITY**, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months for 24(a)(i) or 6 months for 24(a)(ii) from completion of such repair or replacement, with no further extension. **CONTRACTOR** will have no warranty obligations for the products under this Paragraph 24(a): (i) if the products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with **CONTRACTOR**'s specific written instructions; (ii) if the products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if **CITY** fails to give **CONTRACTOR** such written 10 day notice; (iv) if the products are repaired by someone other than **CONTRACTOR** or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

b) Services Warranty. **CONTRACTOR** warrants to **CITY** that the SERVICES performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the SERVICES, on the condition that **CONTRACTOR** be promptly notified in writing thereof, **CONTRACTOR** as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the SERVICES furnished. **CONTRACTOR** does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and **CONTRACTOR** shall not be liable for any loss of use or any production losses whatsoever.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 24 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) The remedies provided in Paragraphs 24(a) and 24(b) are CITY's exclusive remedy for breach of warranty

#### 25. PROPER AUTHORITY:

The parties hereto represent 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 is performed at the sole risk of **CONTRACTOR**.

#### 26. 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

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No. 19300023**  
**Title: Centrifuge #2 Installation and Training**

would require the application of the law of any other jurisdiction. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the products or the SERVICES provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association (“AAA”) in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the “AAA Rules”), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party’s assets. The arbitration shall be conducted in Carson City, Nevada by a panel of three members, one of whom will be appointed by each of **CITY** and **CONTRACTOR** and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party.

**27. 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.

**28. CONTRACTOR’S LIMITATION OF LIABILITY**

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the products, SERVICES, or this Agreement or from the performance or breach hereof.

The aggregate liability of **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the products, SERVICES or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price. The foregoing notwithstanding, **CONTRACTOR’s** aggregate and sole liability for any claims for delay in delivery shall not exceed 5%.

The limitations and exclusions of liability set forth in this Section 28 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are **CITY’s** exclusive remedies.

All liability of **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the products, SERVICES or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

In no event shall **CONTRACTOR** be liable for any loss or damage whatsoever arising from its failure to discover



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or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the **CITY** against the advice of **CONTRACTOR**. If **CONTRACTOR** furnishes **CITY** with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject **CONTRACTOR** to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No. 19300023**  
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**29. 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:

**CITY**

Attn: Carol Akers, Purchasing & Contracts Administrator  
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

Acct# 5103201 500430

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

Dated \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**  
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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 King

**FIRM:** Andritz Separation Inc.

**Address:** 1010 Commercial Blvd. S.

**City:** Arlington      **State:** TX      **Zip Code:** 76001

**Telephone:** 508-404-1433

**E-mail Address:** [Robert.King@andritz.com](mailto:Robert.King@andritz.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

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

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No. 19300023**  
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**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 19, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300023**. 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 19<sup>th</sup> day of September, 2019.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 19<sup>th</sup> day of September, 2019.



**QUOTATION**

Customer: 117848  
**Carson City**  
 Public Works  
 3505 Butti Way  
 Carson City NV 89701-3498

Supplier: **Andritz Separation Inc.**  
 Contact: **Ms Sarah Toppins**  
 Phone: **817-419-1747**  
 Fax: **817-419-1947**  
 E-mail: **sarah.toppins@andritz.com**

Contact:  
 Fax: **+17758872164**  
 Copy to:  
 Your inquiry: **Email**

Date: **07/12/2019**

Our quote no: **20621001**

Sales Responsible: **BRYANT, DIANA**

Ladies and Gentlemen,

We thank you for your inquiry and are pleased to quote as follows:

**1. Scope of supply**

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this Quote #.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE ANDRITZ JOB#681-862 (2) D5LL Centrifuge Serial#80-2307(9912) & 80-2308(9913)	100031977		1	EA	8,620.00	8,620.00

Please be advised this is an estimate only. Actual costs will be adjusted, based on the service tech's time sheet and expenses, and invoiced upon completion of the service trip. It will be necessary to receive your purchase order before we can confirm this trip in our service schedule.

Labor:

ANDRITZ Separation Inc.  
 1010 Commercial Blvd. South  
 Arlington, TX 76001 USA  
 Tel : +1 (817) 465-5611  
 Fax: +1 (817) 468-3961

Remit to:  
 ANDRITZ Separation Inc.  
 Dept: 0312  
 P.O. Box 120312  
 Dallas, TX 75312-0312  
 Federal Tax ID Number: 59-3773483

Wire instructions:  
 Nordea Bank Abp  
 New York Branch  
 SWIFT: NDEAUS3N  
 Account: 8879433001  
 ABA: 026010786



Our quote no: 20621001

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	16 Travel Hours @ \$120/hr. = \$1,920.00						
	24 Service Hours @ \$175/hr. = \$4,200.00						
	Expenses = \$2,500.00						
	Please see attached rate sheet.						
	Freight is not included in this price.						
	Explanation of Services						
	Assist with installation and start up as well as operator training.						
	Customer Responsibilities						
	Customer to have overhead lifting capabilities and special tools sold with machine available for use. Please have machine cleared and prepared for service.						
	<b>Total Amount</b>					USD	8,620.00

\* S = Spare Parts, W = Wear Parts

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA  
Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 19300022**

**Title: Centrifuge #2 Repairs**

THIS CONTRACT is made and entered into this 15<sup>th</sup> day of August, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Andritz Separation Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; 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. 19300022** (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 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only	
CCBL expires	<u>n/a</u>
GL expires	_____
AL expires	_____
WC expires	_____

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

Title: Centrifuge #2 Repairs

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

### 3. **CONTRACT TERM:**

3.1 This Contract shall be effective from August 20, 2019, subject to Carson City Board of Supervisors' approval (anticipated to be August 15, 2019) to December 30, 2019, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

### 4. **NOTICE:**

4.1 Except any applicable 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 King  
Andritz Separation Inc.  
1010 Commercial Blvd. S.  
Arlington, TX 76001  
508-404-1433  
Robert.King@andritz.com



# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

Title: Centrifuge #2 Repairs

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

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing & 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 SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount One Hundred Sixteen Thousand Six Hundred Thirty Dollars and 00/100 (\$116,630.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

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

## 6. **TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

## 7. **CONTRACT TERMINATION:**

7.1 Termination Without Cause:

7.1.1 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.

7.1.2 **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 SERVICES actually performed, including expenses and an appropriate profit on items of SERVICES actually performed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead for SERVICES not performed. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract for SERVICES by subcontractor on **CITY'S** site 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

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

Title: Centrifuge #2 Repairs

SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

## 7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES 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.

## 7.3 Cause Termination for Default or Breach:

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

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

7.3.2.1 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

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

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

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

7.3.2.5 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

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

## 7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach (including for a default or breach under subsection 7.3.2.1) may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within thirty (30) calendar days of providing that default or breach notice, to provide evidence reasonably 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. 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 or termination for nonappropriation.

## 7.5 Winding Up Affairs Upon Termination:

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

Title: Centrifuge #2 Repairs

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are not subject to set off under this Contract.

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

7.5.1.3 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 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).

## 8. **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. 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.

## 9. **CITY'S LIMITED LIABILITY:**

**CITY** will not waive and intends to assert its 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.

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 19300022

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## 10. **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 any events, whether or not foreseeable, beyond the reasonable control of either party, including 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.

## 11. **INDEMNIFICATION:**

11.1 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 the other party from and against all third party claims for bodily injury and physical property damage, including reasonable attorney's fees, arising out or related to this Contract but only to the extent of the negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Indemnifying party shall promptly tender the defense of any such third-party claim to indemnified party. Indemnifying party shall be entitled to control the defense and resolution of such claim, provided that indemnified party shall be entitled to be represented in the matter by counsel of its choosing at indemnified party's sole expense.

## 12. **INDEPENDENT CONTRACTOR:**

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES 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 SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 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 SERVICES 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.

12.3 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.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, claims arising out of **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 but only to the extent of **CONTRACTOR'S** fault.

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

## 13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply.**

13.2 **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.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the

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required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 *Insurance Coverage (13.6 through 13.23):*

13.5 **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 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:

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

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

13.5.3 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 upon the expiration or replacement of the required insurance.

13.6 *General Insurance Requirements (13.8 through 13.23):*

13.7 **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.

13.8 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, and employees shall be included as additional insureds.

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

13.10

13.11 **Policy Cancellation:** **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.

13.12 **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.

13.13 **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 3, Carson City, NV 89701:

13.14 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative, 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**.

13.15 **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

## INDEPENDENT CONTRACTOR AGREEMENT

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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.

### 13.16 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

**CONTRACTOR** shall maintain commercial general liability (CGL) with a limit of \$1,000,000 each occurrence.

13.16.1 *Limits required:*

13.16.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.16.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.16.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.16.5 CGL insurance shall be written on ISO occurrence form 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)].

13.16.6 City and County of Carson City, Nevada, its officers, and employees shall be included as an insured under the CGL, using ISO additional insured endorsement.

13.16.7 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.

### 13.17 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.17.1 *Limit required:*

13.17.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a combined limit of \$1,000,000 each accident for bodily injury and property damage.

13.17.3 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.

13.17.4

### 13.22 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.22.1 **CONTRACTOR** shall provide workers' compensation insurance as required by applicable statute and Employer's Liability insurance with a limit of \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### 14. **BUSINESS LICENSE:**

14.1 **CONTRACTOR** shall provide a copy of his Carson City business license to Carson City Purchasing and Contracts.

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14.2 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.

## 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**CONTRACTOR** will be responsible for the duration of this Contract any applicable 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.

**CONTRACTOR** will be responsible to pay applicable taxes, insurance premiums, permits, and licenses required or imposed by law or a court. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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 (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.

## 16. 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.

## 17. 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.

## 18. 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.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records, or any other documents or drawings, prepared or in the course of preparation by CITY shall remain the exclusive property of CITY and all such materials shall be destroyed or returned 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.

All intellectual property embodied in the products and SERVICES provided to CITY is the property of **CONTRACTOR**, and any intellectual property developed, at least in part, by **CONTRACTOR** under this Agreement is and remains the sole and exclusive property of **CONTRACTOR**.

CITY acknowledges that the information that **CONTRACTOR** submits to CITY in connection with this Agreement and the performance hereof is **CONTRACTOR's** confidential and proprietary information. CITY agrees not to disclose such information to third parties without **CONTRACTOR's** prior written consent. **CONTRACTOR** grants to CITY a non-exclusive, royalty-free, non-transferrable license to use

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**CONTRACTOR's** confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the products that are the subject of this Agreement only; provided, however, that **CITY** further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the products or any parts thereof, fabricate the products or any parts thereof from **CONTRACTOR's** drawings or to use the drawings other than in connection with this Agreement. All copies of **CONTRACTOR's** confidential and proprietary information shall remain **CONTRACTOR's** property and may be reclaimed by **CONTRACTOR** at any time in the event **CITY** is in breach of its obligations under this Section 19, or in case of **CITY's** termination for its convenience.

## 20. 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.

## 21. 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.

## 22. FEDERAL FUNDING:

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

22.1.1 **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.

22.1.2 **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.

22.1.3 **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).

22.1.4 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



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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).

## 23. **LOBBYING:**

23.1 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:

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

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

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

## 24. **GENERAL WARRANTY:**

Product Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the **CONTRACTOR** warrants to **CITY** that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to **CITY** and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, **CONTRACTOR** warrants to **CITY** that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period **CITY** discovers a defect in material or workmanship of a product and gives **CONTRACTOR** written notice thereof within 10 days of such discovery, **CONTRACTOR** will, at its option, either deliver to **CITY**, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months for 24(a)(i) or 6 months for 24(a)(ii) from completion of such repair or replacement, with no further extension. **CONTRACTOR** will have no warranty obligations for the products under this Paragraph 24(a): (i) if the products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with **CONTRACTOR**'s specific written instructions; (ii) if the products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if **CITY** fails to give **CONTRACTOR** such written 10 day notice; (iv) if the products are repaired by someone other than **CONTRACTOR** or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

b) Services Warranty. **CONTRACTOR** warrants to **CITY** that the SERVICES performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the SERVICES, on the condition that **CONTRACTOR** be promptly notified in writing thereof, **CONTRACTOR** as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the SERVICES furnished.

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**CONTRACTOR** does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and **CONTRACTOR** shall not be liable for any loss of use or any production losses whatsoever.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 24 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25. **(d) The remedies provided in Paragraphs 24(a) and 24(b) are CITY's exclusive remedy for breach of warranty. PROPER AUTHORITY:**

The parties hereto represent 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 is performed at the sole risk of **CONTRACTOR**.

26. **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. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the products or the SERVICES provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Carson City, Nevada by a panel of three members, one of whom will be appointed by each of **CITY** and **CONTRACTOR** and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party.

27. **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.

28. **CONTRACTOR'S LIMITATION OF LIABILITY**

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the products, SERVICES, or this Agreement or from the performance or breach

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hereof.

The aggregate liability of **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the products, SERVICES or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price. The foregoing notwithstanding, **CONTRACTOR's** aggregate and sole liability for any claims for delay in delivery shall not exceed 5%.

The limitations and exclusions of liability set forth in this Section 28 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are **CITY's** exclusive remedies.

All liability of **CONTRACTOR**, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the products, SERVICES or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

In no event shall **CONTRACTOR** be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the **CITY** against the advice of **CONTRACTOR**. If **CONTRACTOR** furnishes **CITY** with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject **CONTRACTOR** to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

**29. 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:

**CITY**

Finance Department  
Attn: Carol Akers, Purchasing & Contracts Administrator  
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

Acct# 5103201 500430

**INDEPENDENT CONTRACTOR AGREEMENT**

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

Dated \_\_\_\_\_

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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 King

**FIRM:** Andritz Separation Inc.

**Address:** 1010 Commercial Blvd. S.

**City:** Arlington      **State:** TX      **Zip Code:** 76001

**Telephone:** 508-404-1433

**E-mail Address:** [Robert.King@andritz.com](mailto:Robert.King@andritz.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

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

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**INDEPENDENT CONTRACTOR AGREEMENT**

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**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 15, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300022**. 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 15<sup>th</sup> day of August, 2019.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 15<sup>th</sup> day of August, 2019.