



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 20, 2020

Staff Contact: Carol Akers and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a determination that Gerhardt & Berry Construction, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 19300182, Production Well 3B Well House & Equipping Project, to Gerhardt & Berry Construction, Inc., for a total not to exceed amount of \$698,021.50. (Carol Akers, CAkers@carson.org and Dan Stucky, DStucky@carson.org)

Staff Summary: The Well 3B Well House and Equipping Project includes all work associated with constructing a new well house, equipping the well, installing pipe to connect the well into the City's water system, and completing associated site improvements at the City's Municipal Well 3 site. The construction contract is for the base bid amount of \$634,565, plus a 10% contingency amount of \$63,456.50. The engineer's estimate for construction was \$430,000.

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

Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

On June 20, 2019, the Board of Supervisors approved Contract No. 1819-236 with Stonehouse Drilling and Construction LLC for the drilling, developing and testing of Well 3B.

Background/Issues & Analysis

This project is the second phase of a 2-phase project at the Well 3 site. The existing well (Well 3A) has served as one of the City's best producing wells in the past, but has seen a reduction in production over the years due to age and condition, as well as limitations resulting from the initial construction of the well. In the summer of 2019, a new well (Well 3B) was drilled at the site. This project includes the remaining necessary items of work to equip Well 3B, connect it to the City's water system, and put Well 3B into operation. A Special Use Permit (SUP) for this project was brought forward to the July 29, 2020 Planning Commission meeting, where the Planning Commission voted 5-0 to approve the SUP. The process for an SUP resulted in a slight delay between bid opening and presenting the contract for award at the Board of Supervisors meeting; however, the contractor has agreed to honor their bid proposal.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on May 19, 2020. Three bids were opened at approximately 11:30 am on June 11, 2020, via online Cisco Webex bid opening. Present during the bid opening were Shellie Seelye, Gerhardt & Berry; Vince Mack, Peerless; Amber Hynick, Simerson; SterlingB@vasko.com; Darren Anderson, Carson City Public Works and Carol Akers, Carson City Purchasing and Contract Administrator.

Total of 3 bids were received and a detail bid tabulation is attached.

	Base Bid
1. *Gerhardt & Berry Construction, Inc.	\$634,565
2. Simerson Construction LLC	\$618,217.85
3. Peerless Construction Ltd.	\$659,482

Staff recommends award to Gerhardt & Berry Construction, Inc., as the lowest responsive and responsible bidder.

*The use of bidders' preference (pursuant to NRS 338.147 and 338.1389) did have an effect on the ranking of bids for this project. Gerhart & Berry Construction, Inc. provided the Local Preference Affidavit and Certificate of Eligibility to be eligible to receive a preference in bidding. Furthermore, the base bid amount submitted by Gerhart & Berry Construction, Inc., is not more than 5 percent higher than the bid submitted by Simerson Construction LLC, which deems Gerhart & Berry Construction, Inc. as the lowest responsive and responsible bidder.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P350516015
Water Fund Capital Improvements Account 5203502 507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project Number: P350516015
Water Fund Capital Improvements Account 5203502 507010 will be reduced by a not to exceed amount of \$698,021.50; the available budget is \$727,950 (Reference Well 3B Budget Breakdown).

Alternatives

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

Attachments:

[Well 3B Budget Breakdown.pdf](#)

[Well 3B Vicinity Map.pdf](#)

[19300182-Bid Tab.pdf](#)

[G&B Production Well 3B Letter.pdf](#)

[19300182 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Well 3B (#P350516015)					
Description	Account #	Budget	Amount Spent (Encumbered)	Available Budget	Notes
Labor- Project Management, Design and Construction Management	5203502 507010- Water Utility Capital Labor	\$ 43,835.00	\$ 26,790.22	\$ 17,044.78	Includes costs associated with staff time for the design, management and construction management/inspection for the project. Actual amount is the internal billing amount as of 6/17/2020. The actual amount will increase as the construction progresses and more construction management/inspection time is charged to the project.
Consultant Support Services- Hydrogeological Consulting, Architectural, Electrical Engineering, Mechanical Engineering, Structural Engineering, and Materials Testing	5203502 507010- Water Utility Capital Construction	\$ 110,000.00	\$ 97,185.00	\$ 12,815.00	Includes costs to consultants to provide information needed to complete the design of the project, provide construction support, and perform materials testing services during construction.
Construction- Well 3B Re-drill Project	5203502 507010- Water Utility Capital Construction	\$ 483,524.77	\$ 483,524.77	\$ -	Contract No. 1819-236 approved by the Board of Supervisors on 6/20/2019. The contract included drilling, developing, and testing Well 3B.
Construction- Well 3B Well House and Equipping Project	5203502 507010- Water Utility Capital Construction	\$ 762,765.23	\$ 34,815.23	\$ 727,950.00	Contract No. 19300182 for possible approval to Gerhardt & Berry Construction at the August 20, 2020 Board of Supervisors meeting. \$634,565 base bid and \$63,456.50 contingency.
Total=		\$1,400,125.00	\$642,315.22	\$757,809.78	

Note- A portion of the remaining budgeted funds will be used on City Staff time for construction management and inspection services during construction. Any remaining funds after project completion will be made available for other water capital projects.

Well 3B Vicinity Map



[CLICK LOGO FOR TUTORIAL](#)

MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
Data updated 11/17/2018

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

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

Notice to Contractors Bid# 19300182 Production Well 3B Well House and Equipping Project

Date and Time of Opening: June 11, 2020 @ 11:30 am

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Gerhardt & Berry Construction, Inc.		Simerson Construction LLC		Peerless Construction, Ltd.		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$25,000.00	\$25,000.00	\$2,625.00	\$2,625.00	\$200,575.00	\$200,575.00
2	Construction, Survey, and Record Drawings	1	LS	\$3,550.00	\$3,550.00	\$5,350.00	\$5,350.00	\$15,000.00	\$15,000.00
3	Clear, Grub, and Mass Grading	1	LS	\$17,550.00	\$17,550.00	\$22,312.50	\$22,312.50	\$22,000.00	\$22,000.00
4	30" CMP Storm Drain Pipe	50	LF	\$200.00	\$10,000.00	\$107.63	\$5,381.25	\$122.00	\$6,100.00
5	Slurry Fill Existing 30" CMP Storm Drain Pipe	1	LS	\$8,065.00	\$8,065.00	\$5,906.25	\$5,906.25	\$6,500.00	\$6,500.00
6	Modify Existing Building Drain	1	LS	\$8,000.00	\$8,000.00	\$2,625.00	\$2,625.00	\$4,000.00	\$4,000.00
7	Re-Route Existing Flush to Waste Piping and Valves	1	LS	\$26,965.00	\$26,965.00	\$49,115.41	\$49,115.41	\$8,750.00	\$8,750.00
8	Flush to Waste Inlet Box and Pipe	1	LS	\$11,185.00	\$11,185.00	\$7,546.88	\$7,546.88	\$3,500.00	\$3,500.00
9	Rock Rip Rap	1	LS	\$8,235.00	\$8,235.00	\$7,546.88	\$7,546.88	\$8,750.00	\$8,750.00
10	Remove Existing Well Equipment and Cap Well	1	LS	\$9,055.00	\$9,055.00	\$3,609.38	\$3,609.38	\$2,325.00	\$2,325.00
11	12" Ductile Iron Pipe Between Existing and New Well House Building	1	LS	\$47,315.00	\$47,315.00	\$69,470.84	\$69,470.84	\$3,500.00	\$3,500.00
12	4" PCC Slab in Existing Building	1	LS	\$2,475.00	\$2,475.00	\$3,609.38	\$3,609.38	\$12,198.00	\$12,198.00
13	4" PCC Slab Exterior Sidewalk and Flatwork	1	LS	\$10,430.00	\$10,430.00	\$4,593.75	\$4,593.75	\$10,880.00	\$10,880.00
14	Generator Pad <i>Removed per Addendum 2</i>	4	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	¾" PE Water Pipe	70	LF	\$52.00	\$3,640.00	\$59.06	\$4,134.38	\$116.43	\$8,150.00
16	New Well Building	1	LS	\$141,275.00	\$141,275.00	\$105,860.94	\$105,860.94	\$43,254.00	\$43,254.00
17	New Pump, Motor, and Column Assembly	1	LS	\$101,235.00	\$101,235.00	\$192,500.00	\$192,500.00	\$133,500.00	\$133,500.00
18	Trench and Install Conduit from Existing Building to Generator and New Pump House	1	LS	\$12,915.00	\$12,915.00	\$6,562.50	\$6,562.50	\$8,000.00	\$8,000.00
19	Electrical Improvements	1	LS	\$169,575.00	\$169,575.00	\$101,250.00	\$101,250.00	\$123,000.00	\$123,000.00
20	Instrumentation Improvements	1	LS	\$6,300.00	\$6,300.00	\$3,230.00	\$3,230.00	\$26,900.00	\$26,900.00
24	Install Generator and ATS <i>Removed per Addendum 2</i>	4	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Chain-link Fence	1	LS	\$9,000.00	\$9,000.00	\$6,351.25	\$6,351.25	\$8,100.00	\$8,100.00
23	¾" Gravel	28	CY	\$100.00	\$2,800.00	\$308.44	\$8,636.25	\$160.71	\$4,500.00
Total Bid Price (Schedule A)				\$634,565		\$618,217.84		\$659,482	
			*Low bidder due to Certificate of Eligibility to receive preference.						
Total Bid Price written in words? y/n			Y		Y		Y		
Bidder Information provided? y/n			Y		Y		Y		
Sub Contractors listed? y/n or none			Y		Y		Y		
Preference Affidavit			*Y		N		N		
Bid Document executed? y/n			Y		Y		Y		
Gerhardt & Berry Construction, Inc. is the apparent low bidder.									
<i>Bidders Preference was a factor in determining the award</i>									

August 3, 2020

To: Carson City Public Works
Darren Anderson, PE
3505 Butti Way
Carson City, NV 89701

RE: Production Well 3B Well House and Equipping Project

Dear Mr. Anderson,

In regards to the above listed project, Gerhardt & Berry Construction understands the delay in awarding the project and is willing to uphold the bid price of \$634,565.00 until after the August 20th Board Meeting.

If you have any questions, please feel free to give me a call.

Best Regards,

Tim Trudell, Project Manager
775-772-4441

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300182

Title: Production Well 3B Well House

THIS CONTRACT made and entered into this 20th day of August 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Gerhardt & Berry Construction, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 19300182**, titled **Production Well 3B Well House**, (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. **REQUIRED APPROVAL:**

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

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

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 19300182 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/Index.aspx?page=998>.

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

For P&C Use Only

CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), 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:

Greg Gerhardt, President
Gerhardt & Berry Construction, Inc.
PO Box 51749
Sparks, NV 89435
775-359-8817
greg@gerhardtandberry.com

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

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

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Six Hundred Thirty Four Thousand Five Hundred Sixty Five Dollars and 00/100 (\$634,565.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

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

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

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

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

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

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

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

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liability except as specifically provided in this Contract.

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available

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insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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CONTRACTOR is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

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purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

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§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300182

Title: Production Well 3B Well House

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.

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

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

Contract# 19300182
Project# P303516015
Account # 5203505 507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

Darren Anderson, Project Manager
Telephone: 775-283-7584

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300182

Title: Production Well 3B Well House

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: Greg Gerhardt

TITLE: President

FIRM: Gerhardt & Berry Construction, Inc.

CARSON CITY BUSINESS LICENSE #: BL-002306-2020

NEVADA CONTRACTORS LICENSE #: 10813A

Address: PO Box 51749

City: Sparks

State: NV

Zip Code: 89435

Telephone: 775-359-8817

E-mail Address: greg@gerhardtandberry.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)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300182

Title: Production Well 3B Well House

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 20, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300182** and titled **Production Well 3B Well House**. 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 20th day of August 2020.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 20th day of August 2020.

PERFORMANCE BOND

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

Bond #: _____

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 19300182** and titled **Production Well 3B Well House** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for **BID# 19300182** and titled **Production Well 3B Well House**

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

Printed Name of Principal: _____

Attest By: _____ **(Signature of Notary)**

Subscribed and Sworn before me this **day of** **,20__**

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

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

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called

CONTRACTOR, and

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 19300182 and titled Production Well 3B Well House** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 19300182** and titled **Production Well 3B Well House**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **19300182**, PWP# **CC-2020-304**, for the Project Title: **Production Well 3B Well House and Equipping Project**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: 06/09/2020

Gerhardt & Berry Construction, Inc.
Principal
By: *Shay Gerhardt*

Great American Insurance Company
Surety
By: *Cassandra Medina*
Cassandra Medina, Attorney-In-Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 21257

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA MARIE CANTLON		
CASSANDRA MEDINA		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal herunto affixed this **24TH** day of **JANUARY**, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **24TH** day of **JANUARY**, 2019, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-16-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

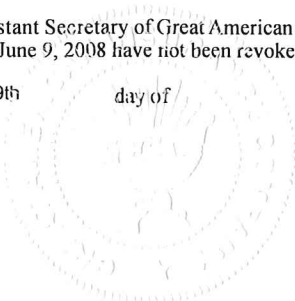
RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **9th** day of **June**, 20**20**.



Stephen C. Beraha

Assistant Secretary

BID PROPOSAL

BID# 19300182

BID TITLE: "Production Well 3B Well House and Equipping Project"

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

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

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

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

BIDDER acknowledges receipt of #1, #2 Addendums.

BP.1 SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price	
Schedule A:					
1	Mobilization, Demobilization and Clean-Up	1	LS	*25,000.00	*25,000.00
2	Construction, Survey, and Record Drawings	1	LS	*3,550.00	*3,550.00
3	Clear, Grub, and Mass Grading	1	LS	*17,550.00	*17,550.00
4	30" CMP Storm Drain Pipe	50	LF	*200.00	*10,000.00
5	Slurry Fill Existing 30" CMP Storm Drain Pipe	1	LS	*8,065.00	*8,065.00
6	Modify Existing Building Drain	1	LS	*8,000.00	*8,000.00
7	Re-Route Existing Flush to Waste Piping and Valves	1	LS	*26,965.00	*26,965.00
8	Flush to Waste Inlet Box and Pipe	1	LS	*11,185.00	*11,185.00
9	Rock Rip Rap	1	LS	*8,235.00	*8,235.00
10	Remove Existing Well Equipment and Cap Well	1	LS	*9,055.00	*9,055.00
11	12" Ductile Iron Pipe Between Existing and New Well House Building	1	LS	*47,315.00	*47,315.00
12	4" PCC Slab in Existing Building	1	LS	*2,475.00	*2,475.00
13	4" PCC Slab Exterior Sidewalk and Flatwork	1	LS	*10,430.00	*10,430.00
14	Generator Pad	1	LS	—	—
15	3/4" PE Water Pipe	70	LF	*52.00	*3,640.00
16	New Well Building	1	LS	*141,275.00	*141,275.00
17	New Pump, Motor, and Column Assembly	1	LS	*101,235.00	*101,235.00
18	Trench and Install Conduit from Existing Building to Generator and New Pump House	1	LS	*12,915.00	*12,915.00
19	Electrical Improvements	1	LS	*169,575.00	*169,575.00
20	Instrumentation Improvements	1	LS	*6,300.00	*6,300.00
21	Install Generator and ATS	1	LS	—	—
22	Chain-link Fence	1	LS	*9,000.00	*9,000.00
23	3/4" Gravel	28	CY	*100.00	*2,800.00

BID PROPOSAL

Exhibit A

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BP.2	Total Base Bid Price (Schedule A)	*634,565.00
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BP.3 Total Base (Schedule (A) Bid Price Written in Words:

Six Hundred Thirty Four thousand Five Hundred Sixty Five Dollars
and Zero Cents

BP.4 BIDDER INFORMATION:

Company Name:	Gerhardt + Berry Construction, Inc.
Federal ID No.:	88-0114034
Mailing Address:	PO Box 51749
City, State, Zip Code:	Sparks, NV 89435
Complete Telephone Number:	775-359-8817
Complete Fax Number:	775-359-1945
Fax Number including area code:	775-359-1945
E-mail:	greg@gerhardtandberry.com

Contact Person / Title:	Greg Gerhardt / President
Mailing Address:	PO Box 51749
City, State, Zip Code:	Sparks, NV 89435
Complete Telephone Number:	775-359-8817
Complete Fax Number:	775-359-1945
E-mail Address:	greg@gerhardtandberry.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	10813A
License Classification(s):	A-general engineering
Limitation(s) of License:	unlimited
Date Issued:	8/28/1972
Date of Expiration:	8/31/2020
Name of Licensee:	Gerhardt + Berry Construction, Inc.
Carson City Business License Number:	BL-002306-2020

BID PROPOSAL

Exhibit A

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Date Issued:	1/1/2020
Date of Expiration:	12/31/2020
Name of Licensee:	Gerhardt + Berry Construction, Inc.

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	
Name	
Other 2) Title:	
Name:	

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/21/1972
Name of Corporation:	Gerhardt + Berry Construction, Inc.
Mailing Address	PO Box 51749
City, State, Zip Code:	Sparks, NV 89435
Telephone Number:	775-359-8817
President's Name:	Greg Gerhardt

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

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
GERHARDT & BERRY CONSTRUCTION INC
Licensed since August 28, 1972

License No. **0010813A**

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

PRINCIPALS:

GREG GERHARDT, President, QI
SHARLA GERHARDT,
Secretary/Treasurer

A General Engineering

LIMIT: **Unlimited**
EXPIRES **08/31/2020**

Margaret Cavin

Chair, Nevada State Contractors Board



Carson City Business License Division

108 E. Proctor Street
Carson City, NV 89701
(775) 887-2105 - Hearing Impaired: 711
buslic@carson.org

BUSINESS LICENSE CERTIFICATE

Business Name: Gerhardt & Berry Construction, Inc.

Business Location: 2134 Kleppe Ln.
Sparks, NV 89431

Mailing Address: PO Box 51749
Sparks, NV 89435

Owner: Gerhardt & Berry Construction, Inc.

License Number: BL-002306-2020

License Type: Business License

Issued Date: 1/1/2020

Classification: Contractors

Expiration Date: 12/31/2020

Fees Paid: \$78.75

Thank you for choosing to operate your business in Carson City.

Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

BID PROPOSAL

Exhibit A

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Vice-President's Name:
Other 1) Name & Title: <u>Sharla Gerhardt Secretary, Treasurer</u>

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <u>Greg Gerhardt</u>	<u>37 yrs.</u>

Title 1) President

Name 2) <u>Tim Trudell</u>	<u>4 yrs.</u>
----------------------------	---------------

Title 2) Project Manager | Estimator

Name 3) <u>Jeremy Fenlason</u>	<u>17 yrs.</u>
--------------------------------	----------------

Title 3) Foreman

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

Title 4)

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

Title 5)

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

Title 6)

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

BP.8 REFERENCES:

Instructions:

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

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

Company Name 1):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

Exhibit A

Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

2020 RESUME

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#1023	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM (775) 359-6600
#1024	SNOW REMOVAL & PLOWING	ONGOING		RENO/SPARKS	GREG GERHARDT (775) 772-0203
#1025	CASCADE BEACH 2020	WATER WORK		LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1026	NAISBITT/BOULDER CONST. 5190 NEIL RD. DOMESTIC & FIRE BACKFLOW	BACKFLOW PREVENTION	\$56,029.00	RENO	RICK WILLIAMS RWilliams@naisbittco.com
#1027	JOB CANCELLED BY OWNER				
#1028	1001 & 985 SONORA DR. GAS SERVICE	GAS SERVICE	\$34,680.50	RENO	STACEY SELLERS stacemarie@hotmail.com
#1029	NAISBITT 2020	ONGOING		SPARKS	RICK WILLIAMS Rwilliams@naisbittco.com
#1030	TOWN OF MINDEN - 2020 WATERLINE REPLACEMENT	WATER LINE	\$409,765.00	MINDEN	JOHN FRISBY JFrisby@douglasnv.us
#1031	MGSD 2020 10TH ST. SEWER LINE MAINTENANCE	SEWER LINE	\$60,448.00	MINDEN	APRIL BURCHETT april@mgsdistrict.org
#1032	TMWA PLUMAS-URBAN PRESSURE REGULATING STATION REBUILD	WATER WORK	\$805,541.00	RENO	JASON PHINNEY jphinney@tmwa.com
#1033	COS WINGFIELD BOLLARDS AND CHAIN	BOLLARDS	\$4,371.15	SPARKS	ASHLEY ELSON aelson@cityofsparks.us
#1034	TMWA ROLL SEAL REPLACEMENT	WATER WORK	\$66,834.55	RENO	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1035	BROADBENT WELL MONITORING	ONGOING		WASHOE COUNTY	
#1036	TMFPD SUN VALLEY HYDRANT	FIRE HYDRANT	\$7,996.00	SUN VALLEY	JAMES SOLARO jsolaro@tmfpd.us
#1037	RON PATERSON LANDSCAPING	LANDSCAPING		RENO	RON PATERSON r.paterson@sbcglobal.net
#1038	KGW CONST. TMWA WATER TREATMENT PLANT	GAS LINE	\$3,000.00	RENO	DAVE BRISTOL davebristol@kqwalters.com
#1039	CITY OF SPARKS MANHOLE RE-SET	MANHOLE	\$3,672.00	SPARKS	ASHLEY ELSON aelson@cityofsparks.us
#1040	NAISBITT 960 E GREG ST. SEWER	SEWER LINE	\$87,333.00	SPARKS	RICK WILLIAMS rwilliams@naisbittco.com
#1041	TMWA- PRATER CP ADDITION	WATER WORK	\$49,995.00	SPARKS	SCOTT BENEDICT scott@sbcivilengineering.com
#1042	VIDALES- 5751 SIDEHILL DR. GAS SERVICE	GAS SERVICE	\$5,000.00	RENO	PEDRO VIDALES laura.owens3006@gmail.com
#1044	BLC COATING - GAS SERVICE	GAS SERVICE	\$3,475.00	SPARKS	JOHN HUH johnhuh@gmail.com
#1045	ARMAC - GAS SERVICE	GAS SERVICE		WASHOE COUNTY	SHAWN STARKS shawn@armacconstruction.com

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#1046	CITY OF SPARKS MANHOLE #2737 REPAIR	MANHOLE	\$8,622.00	SPARKS	ASHLEY ELSON aelson@cityofsparks.us
#1047	TMWA BROADHEAD PARK RESTROOM INSTALL	SEWER, WATER, INSTALL PRE-FAB RESTROOM	\$129,964.75	RENO	LAURA RADER lrader@tmwa.com
#1048	UNION PACIFIC GALV PIPE AND VALVES	PIPING	\$10,319.40	SPARKS	ANDREW STECKER abstecke@up.com
#1049	STAMPEDE CONST.- THE GREENS AT TOWN CENTER	CONCRETE, DRAINAGE, PAVING	\$74,761.10	SPARKS	MICHAEL MERLINO mike.stampede@yahoo.com
#1050	BURKE - 942 LANDER ST. GAS SERVICE	GAS SERVICE	\$20,825.50	RENO	MICHELLE BURKE mbb.1013@yahoo.com
#1051	JOY ENGINEERING- LOMPA RANCH OFF SITE SEWER	SEWER LINE	\$453,198.00	CARSON CITY	ERIC JONES ejones@joyengineering.com

2019 RESUME

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#40	1316 BUENA VISTA	DRAINAGE IMPROVEMENTS	\$9,235.00	RENO	WEI YANG waivang9264@yahoo.com
#40	9865 N VIRGINIA ST.	GRADING	\$23,875.00	RENO	KEVIN SIGSTAD ksigstad@premierpropertiesnv.com
#40	CITY OF SPARKS EMERGENCY WORK	REPAIR STORM DRAIN LATERAL	\$2,132.65	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	CITY OF SPARKS EMERGENCY WORK	REPAIR STORM DRAIN LATERAL	\$2,744.19	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	CITY OF SPARKS EMERGENCY WORK	REPLACED D.I.		SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	CITY OF SPARKS EMERGENCY WORK	REPLACED WATER VALVE	\$4,417.68	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	4TH ST REPAIR	REPLACED WATER SERVICE	\$8,469.75	RENO	NAISBITT skleine@naisbittco.com
#40	BASEMENT DRAINAGE	BASEMENT DRAINAGE	\$1,827.36	RENO	RICK BANIS rban@hotmail.com
#40	WASHOE CO. WILBUR MAY PKWY EMERGENCY REPAIRS	REPAIR WATER LINE	\$3,531.21	RENO	JOHN HULETT jhulett@washoecounty.us
#995	BROADBENT MONITORING WELL MODIFICATION	MONITORING WELL ONGOING		WASHOE COUNTY	
#996	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM (775) 359-6600
#997	SNOW REMOVAL & PLOWING	ONGOING		RENO/SPARKS	GREG GERHARDT (775) 772-0203
#998	CASCADE BEACH	WATER WORK	\$450,000.00	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#999	TMFPD FIRE REPAIRS	ONGOING		RENO/SPARKS	JAMES SOLARO (775) 846-9675
#1000	CITY OF SPARKS EL RANCHO SEWER IMPROVEMENTS	SEWER IMPROVEMENTS	\$1,717,927.35	SPARKS	BRANDON BAXTER (775) 353-7865
#1001	TMWA HUFFAKER BPS IMPROVEMENTS	BPS IMPROVEMENTS	\$378,664.60	RENO	JASON BARNES jbarnes@tmwa.com
#1002	TMWA 2018-19 PRESSURE REGULATOR IMPROVEMENTS	INSTALL & REHAB PRS	\$828,550.00	RENO/SPARKS	JASON BARNES jbarnes@tmwa.com
#1003	WCSD REPLACEMENT OF SEWER LINE ELMCREST E.S.	SEWER LINE	\$40,500.00	RENO	EDDY CHACON JChacon@WashoeSchools.net
#1004	CASCADE 645 LAKESHORE BLVD. BIKE PATH	INSTALL BIKE PATH	\$113,589.10	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1005	CASCADE WALLS & PAVERS	INSTALL BLOCK WALLS & PAVERS	\$113,589.10	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1006	CASCADE SYNTHETIC TURF	INSTALL SYNTHETIC TURF	\$118,260.00	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1007	CITY OF RENO TRUCKEE RIVER BACKFLOW PREVENTION PROJECT	INSTALL BACKFLOW PREVENTION DEVICES & VALVES	\$149,600.60	RENO	SERGIO GUTIERREZ gutierrez@reno.gov
#1008	MOANA NURSERY GAS LINE REPAIR	GAS LINE REPAIR	\$3,500.00	RENO	HARVEY BURNETT harveyb@moananursery.com

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#1009	1595 ELIZABETH ST. WATER VALVE REPAIR	WATER VALVE REPAIR	\$1,740.00	RENO	ROBERT MAYO robert.mayo@sbcglobal.net
#1010	FMI- BRINKBY GAS SERVICE	GAS SERVICE	\$22,988.63	RENO	MIKE RICHARDSON mike@fmicompany.com
#1011	BIEKER 958 MELBA DR. GAS SERVICE	GAS SERVICE	\$13,287.25	RENO	ALISON BIEKER alison837@att.net
#1012	DEANGELI MARTIN-WATT WATER/SEWER IMPROVEMEN	WATER & SEWER SERVICE	\$40,579.30	RENO	DAVE DEANGELI deangelidd@charter.net
#1013	FULCRUM SIERRA BIOFUELS	GAS MAIN	\$815,521.90	STOREY COUNTY	JOSH NICKERSON JNickerson@fulcrum-bioenergy.com
#1014	RILITE AGGREGATE - CURTIS CLARK	WATER SERVICE	\$27,994.80	RENO	CURTIS CLARK curtis@rilliteaggregate.com
#1015	TMWA GULLING BOOSTER PUMP STATION IMPROVEMENTS	BOOSTER PUMP STATIO	\$1,799,626.00	RENO	JASON BARNES jbarnes@tmwa.com
#1016	RECORD ST. BREWERY	WATER & GAS	\$38,998.00	RENO	JESSE CORLETTO corlettojw@gmail.com
#1017	1385 GREG ST. BACKFLOW	INSTALL BACKFLOW	\$15,737.00	SPARKS	RICK WILLIAMS williams@naisbittco.com
#1018	TMWA WASHINGTON, VINE & GEAR ST. MAIN REPLACEMENTS	WATER MAIN	\$1,086,935.55	RENO	STEVE VOLK svolk@tmwa.com
#1019	WASHOE CO. EMERGENCY WORK	VALVE REPLACEMENT	\$11,379.02	RENO	DAVE HUGHES dhughes@washoecounty.us
#1020	1880 BERKELEY DR. GAS & POWER UPGRADE	GAS & POWER UPGRADE	\$19,745.00	RENO	MATT MAXWELL matt@maxmechvac.com
#1021	TMWA NECTAR ST. PRESSURI REDUCING VAULT	WATER LINE	\$92,052.00	RENO	JASON PHINNEY jphinnev@tmwa.com
#1022	SJ CONST. 518 ST. LAWRENCE AVE. GAS SERVICE	GAS SERVICE	\$11,774.05	RENO	SJ CONSTRUCTION sjconstuct@live.com

2018 RESUME

<u>JOB NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#956 BASQUE LANE	WATER AND ELECTRICAL		WASHOE COUNTY	MATT DAY (775) 359-8817
#957 WCCS MONITORING WELL MODIFICATION	MONITORING WELL ONGOING		WASHOE COUNTY	
#958 BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM (775) 359-6600
#959 SNOW REMOVAL	ONGOING		RENO/SPARKS	GREG GERHARDT (775) 772-0203
#960 CASCADE BEACH	WATER WORK	\$440,000.00	LAKE TAHOE	REMICK ASSOCIATES ALEX STROKER 707-696-3905
#961 STMWRF 10" & 24" Valve	VALVE REPLACEMENT	\$71,827.27	WASHOE COUNTY	JOHN HULETT jhulett@washoecounty.us
#962 TMFPD BLANKET FIRE REPAIRS	ONGOING		RENO/SPARKS	JAMES SOLARO (775) 846-9675
#963 2017-2018 TMWA PRESSURE REGULATOR IMPROVEMENTS	INSTALL & REHAB PRS	\$486,123.50	RENO	TMWA - JASON BARNES jbarnes@tmwa.com
#964 GEORGE VOLK	DEMO GARAGE & CONSTRUCT PAD		SPARKS	GEORGE VOLK (775) 626-4407
#965 RANCHO SAN RAFAEL HEAD GATE	HEAD GATE REPLACEMENT	\$15,546.00	RENO	DOUG DAVIDSON (775) 785-4198
#966 TMWA GALLETTI & GLENDALE CLEAN-OUT	ASSIST TMWA WITH SCREEN CLEANOUT	\$14,506.00	RENO	ERIC MOTHERSHEAD (775) 834-8080
#967 TMWA H, I & 16TH ST. MAIN & SERVICE REPLACEMENTS	WATERMAIN REPLACEMENT	\$239,899.50	SPARKS	STEVE VOLK (775) 834-8024
#968 TMWA MANZANITA BPS BYPASS PRV INSTALLATION	PRS INSTALL	\$45,780.00	RENO	JASON BARNES (775) 834-8080
#969 TMWA GAS STUB FOR MT. ROSE WTP SITE	GAS SERVICE	\$18,555.20	RENO	DAVID DIEGLE ddiegle@tmwa.com
#970 SASQUATCH OSDS REPAIRS	GREASE INTERCEPTOR AND LEACH FIELD	\$70,427.00	WASHOE COUNTY	SHAW ENGINEERING cody@shawengineering.com
#971 CULVERT ENTRY	DRIVEWAY APRON WITH CULVERT	\$18,177.60	WASHOE COUNTY	JEFF SKAGGS jeff@tmonv.com
#972 1815 BRUNETTI WAY GAS SERVICE	GAS INSTALL	\$7,500.00	SPARKS	NANCY RAMIREZ nancv122010@hotmail.com
#973 IMAGINATION STATION LEARNING CENTER	DEMO	\$6,500.00	SPARKS	LIZ WRIGHT (775) 626-9292
#974 TMWA TREE REMOVAL	REMOVE & DISPOSE TREE FROM RIVER	\$2,000.00	RENO	ERIC MOTHERSHEAD (775) 834-8080
#975 COS WASHOE BUILDING SUPPLY	SEWER REPAIR	\$19,077.00	SPARKS	BOB SCHRICKER (775) 353-2305
#976 8500 DIERINGER POOL DEMO	DEMO POOL & CONCRETE	\$18,525.00	RENO	RICK TRACHOK (775) 338-2526
#977 SIERRA ROYAL MOBILE HOME PARK	FIRE HYDRANT	\$7,782.00	RENO	JERRY HELMES (775) 358-4704
#978 900 UNION RD.	CONSTRUCT HOUSE PAD & SEPTIC	\$104,717.00	VIRGINIA CITY HIGHLANDS	BRYAN ROMANO bryan.romano.public@gmail.com
#979 NAISBITT HARSCO 6645 ECHO ELECTRICAL	ELECTRICAL SERVICE	\$38,141.70	RENO	RICK WILLIAMS rwilliams@naisbittco.com
#980 MCCAFFERY - ELIZABETH ST. & FOSTER ST.	SEWER, WATER & ELECTRICAL SERVICE	\$65,438.45	RENO	ED MACCAFFERY ed@mccafferydevelopment.com

2018 RESUME

#981	VA HOSPITAL TRENCH	EXCAVATE & BACKFILL	\$11,367.50	RENO	HELIX ELECTRIC ccorson@helixelectric.com
#982	WCSD - SITE DRAINAGE @ FLORENCE DRAKE E.S.	STORM DRAIN	\$68,955.15	SPARKS	WASHOE CO. SCHOOL DISTRICT solicitations@washoeschools.net
#983	WM - GAS BETTERMENT PROJECT	GAS SERVICE	\$194,150.00	RENO	GREG ANDERSEN gandersen@efenv.com
#984	WASHOE CO. - SOUTHERN COMFORT LIFT STATION	LIFT STATION	\$235,731.25	RENO	MEGAN SIZELOVE msizelove@washoecounty.us
#985	WASHOE CO. - GOLDEN VALLEY BACKFLOW INSTALL	BACKFLOW INSTALLATION	\$53,777.00	RENO	MEGAN SIZELOVE msizelove@washoecounty.us
#986	WCSD - SEWER/WATER UPGRADES @ GETTO TRANSPORTATION CENTER	SEWER & WATER SERVICE & WELL ABANDONMENT	\$247,977.00	SPARKS	WASHOE CO. SCHOOL DISTRICT solicitations@washoeschools.net
#987	CASCADE BEACH 2018 617 LAKESHORE BLVD	GENERAL CONSTRUCTION		LAKE TAHOE	REMICK ASSOCIATES ALEX STROKER 707-696-3905
#988	YRANCHO MOBILE HOME PARK	SEWER REPAIR		SPARKS	
#989	280 CONEY ISLAND DR. FIRE HYDRANT	REMOVE & REPLACE FIRE HYDRANT		SPARKS	NV COMMERCIAL SERVICES
#990	CASCADE BEACK 2018 645 LAKESHORE BLVD	RETAINING WALL, PAVERS, TRANSFORMER		LAKE TAHOE	REMICK ASSOCIATES ALEX STROKER 707-696-3905
#991	LAKERIDGE SPRINGS HOA	STORM DRAIN		RENO	
#992	SIERRA ROYALS HYDRANT	FIRE HYDRANT		RENO	JERRY HELMES (775) 358-4704
#993	COS EL RANCHO SEWER IMPROVEMENTS	SEWER		SPARKS	
#994	765 MCDONALD SEWER REPAIR	SEWER		RENO	

2017 RESUME

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#916	TMWA-JUNIPER HILL ROAD 19" MAIN REPLACEMENT	REPLACE EXISTING AGING PIPES	\$489,000.00	WASHOE COUNTY	TMWA-CHRIS STUFFERT (775) 834-8047
#919	SNOW REMOVAL	ONGOING		RENO/SPARKS	GREG GERHARDT (775) 772-0203
#920	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM (775) 359-6600
#921	TMFPD BLANKET FIRE REPAIRS	ONGOING		RENO/SPARKS	JAMES SOLARO (775) 846-9675
#922	WCCS MONITORING WELL MODIFICATION 2017	MONITORING WELL ONGOING			
#923	R & S SUPPLY	FIRE HYDRANT REPAIRS	\$4,627.00	RENO	R & S SUPPLY ROBERT (775) 323-0888
#924	WASHOE VALLEY ER 7205 FRANKTOWN	REPAIR LEACH FIELD AND WELL	\$22,591.08	WASHOE COUNTY	FRED SCARPELLO (775) 882-4577
#925	INFORMAL QUOTE GLENDALE SEWER REPAIRS	SEWER REHAB	\$5,440.00	SPARKS	KEVIN PORTER (775) 353-7864
#926	TAMARACK POWER UPGRADES	NEW POWER LINE	\$251,489.50	RENO	GLENN AVILLA (775) 852-3600
#927	CURTIS BROS ER - RENOWN / ODDIE		#40	RENO	
#928	TMWA ER - LEMON VALLEY		#40	RENO	TMWA-CHRIS STUFFERT (775) 834-8047
#929	CASCADE BEACH	WATER WORK	\$440,000.00	LAKE TAHOE	REMICK ASSOCIATES ALEX STROKER 707-696-3905
#930	CITY OF FERNLEY	DONNER TRAILS LIFT STATION FORCE MAIN	\$142,723.75	FERNLEY	CITY OF FERNLEY PUBLIC WORKS 775-784-9910
#931	DR HORTON W. MEADOWS ESTATE	SEWER & WATER	\$1,003,183.00	VERDI	CHRIS FOLEY (702) 635-3625
#932	IVGID WATERMAIN	WATER LINE AND FIRE FLOW	\$904,713.80	INCLINE VILLAGE	MICHAEL LEFRANCOIS (775) 832-1267
#933	TMPFD FIRE HYDRANT REPLACEMENT	FIRE HYDRANT REPLACEMENT	\$37,500.00	RENO	JAMES SOLARO (775) 846-9675
#934	SIERRA VISTA PHASE 1 TANAMERA CONST.	WATER LINE	\$108,913.75	RENO	JARED NORTON (775) 850-4200 EXT. 128
#935	SUN VALLEY HYDRANTS	FIRE HYDRANT REPAIRS	\$9,737.00	SUN VALLEY	JAMES SOLARO (775) 846-9675
#936	JUDY VOSE RESIDENCE 2017	DITCH REPAIRS	\$10,731.25	RENO	JUDY VOSE (775) 852-6831
#937	RANCHO GATE INSTALL	INSTALL GATE	\$2,206.25	RENO	DOUG DAVIDSON (775) 785-4198
#938	TMWA DBL DIAMOND VALVE INSTALLATION	ALTITUDE VALVE INSTALLATION	\$220,833.00	WASHOE COUNTY	TMWA-CHRIS STUFFERT (775) 834-8047
#939	STEAMBOAT PKWY CLA VALVE	VALVE REPLACEMENT	\$24,997.60	RENO	JOHN HULETT (775) 722-5767

2017 RESUME

#940	1090 PINERIDGE DR GAS SERVICE	INSTALL GAS SERVICE	\$12,723.24	RENO	TODD INMAN tinman2003@gmail.com
#941	WCCS MONITORING WELL MODIFICATION	MONITORING WELL ONGOING		WASHOE COUNTY	
#942	TAMARACK PAVING AND CRACK REPAIR	PAVING & CRACK REPAIR	\$147,447.30	RENO	GLENN AVILLA (775) 852-3600
#943	1341 UNIVERSITY TERRACE GAS SERVICE	INSTALL GAS SERVICE	\$25,640.22	RENO	JANICE WILK (775) 747-0780
#944	BASQUE LANE HOUSE BUILD	FOUNDATION & LANDSCAPING	\$27,058.44	WASHOE COUNTY	MATT DAY (775) 359-8817
#945	DITCH CLEANOUT	INSTALL 30" CULVERT	\$14,217.00	RENO (CANCELLED)	BILL SALAMONE (775) 971-0309
#946	1695 LANDER ST. GAS SERVICE	INSTALL GAS SERVICE	\$8,969.50	RENO	CAMERON KROLL (775) 771-2124
#947	UNCAFE	INSTALL GREASE INTERCEPTOR	\$14,234.89	RENO	CHERI RHODES
#948	TMWA LID REPLACEMENT	REPLACE VAULT LIDS	\$24,891.00	RENO	ERIC MOTHERSHEAD emothershead@tmwa.com
#949	STACEY'S YARD	DRAINAGE IMPROVEMENT		SPARKS	STACEY PIRO (775) 384-7702
#950	RENOWN CFA POTHOLING	POTHOLE REPAIR		SPARKS	KATIE HARRISON
#951	CITY OF SPARKS GERP BACKFLOW @ BABE RUTH	REPLACE BACKFLOW PREVENTER	\$9,760.00	SPARKS	CHRIS COBB (775) 353-2346
#952	CABINET & LIGHTING SEWER IMPROVEMENTS	SEWER SERVICE	\$43,496.00	RENO	JOE HOONHOUT (775) 851-4004
#953	GEORGE VOLK GARAGE	BUILDING GARAGE		SPARKS	GEORGE VOLK (775) 626-4407
#954	TMWA SPRING CREEK WELL #6	SEWER MANHOLE	\$21,607.00	SPARKS	JASON BARNES jbarnes@tmwa.com
#955	NV ANG APRON REPLACEMENT	AC PIPE REPLACEMENT	\$931.50	RENO	ERIK EIGENMAN erik.eigenman@gcinc.com

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

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

Handwritten signature of Greg Gerhardt over a line, with 'Signature of Authorized Certifying Official' printed below. Below that, 'Greg Gerhardt' is handwritten over another line, with 'Printed Name' printed below.

'President' is handwritten over a line, with 'Title' printed below. Below that, '6/11/2020' is handwritten over another line, with 'Date' printed below.

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Table with 3 columns: Year, 'E-Mod' Factor, OSHA Incident Rate. Rows for 2018 and 2019. Values: 2018 (.80, 0), 2019 (.81, 0).

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

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

BID PROPOSAL

SUBCONTRACTORS

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

Name of Subcontractor Gerhardt + Berry	Address PO Box 51749 Sparks, NV 89435		
Phone 775-359-8817	Nevada Contractor License # 10813A	Limit of License unlimited	
Description of work all other work			
Name of Subcontractor Carson Pump LLC	Address 33 miles Rd. Moundhouse, NV 89706		
Phone 775-888-9926	Nevada Contractor License # 39920A	Limit of License *950,000	
Description of work pump install			
Name of Subcontractor Reyman Brothers Const.	Address 151 S 18th St. Sparks, NV 89431		
Phone 775-356-0150	Nevada Contractor License # 12481C	Limit of License *9,300,000	
Description of work building construction			
Name of Subcontractor Creekside Electrical	Address 3059 Airport Rd. Carson City, NV 89706		
Phone 775-841-5558	Nevada Contractor License # 50401	Limit of License *1,600,000	
Description of work electrical			
Name of Subcontractor	Address		
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

Exhibit A

SUBCONTRACTORS

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

Name of Subcontractor Gerhardt + Berry	Address PO Box 5749 Sparks, NV 89435	
Phone 775-359-8817	Nevada Contractor License # 10813A	Limit of License unlimited
Description of work all other work		
Name of Subcontractor Carson Pump LLC	Address 33 miles Rd. Moundhouse, NV 89706	
Phone 775-888-9926	Nevada Contractor License # 39920A	Limit of License *950,000
Description of work pump install		
Name of Subcontractor Reyman Brothers Const.	Address 151 S. 18th St. Sparks, NV 89431	
Phone 775-356-0150	Nevada Contractor License # 12481C	Limit of License *9,300,000
Description of work building construction		
Name of Subcontractor Creekside Electrical	Address 3059 Airport Rd. Carson City, NV 89706	
Phone 775-841-5558	Nevada Contractor License # 50401	Limit of License *1,600,000
Description of work electrical		
Name of Subcontractor Gardner Mech. Services	Address 270 E Parr Blvd Reno, NV 89512	
Phone 775-329-4133	Nevada Contractor License # 24454	Limit of License unlimited
Description of work HVAC		

BID PROPOSAL

SUBCONTRACTORS

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

Name of Subcontractor Gerhardt + Berry	Address PO Box 5749 Sparks, NV 89435	
Phone 775-359-8817	Nevada Contractor License # 10813A	Limit of License unlimited
Description of work all other work		
Name of Subcontractor Artistic Fence Co.	Address 5740 Highway 50 East Carson City, NV 89701	
Phone 775-882-4665	Nevada Contractor License # 7798A	Limit of License unlimited
Description of work fencing		
Name of Subcontractor Valley Concrete Co.	Address 601 S 15th St. Sparks, NV 89431	
Phone 775-329-0656	Nevada Contractor License # 32380	Limit of License *3,500,000
Description of work concrete		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

Local Preference Affidavit

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

I, Greg Gerhardt, on behalf of the Contractor, Gerhardt + Berry, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. 19300119, Project Name "Production Well 3B Well House and Equipping Project", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Gerhardt + Berry, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

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

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

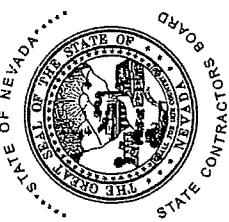
By: Greg Gerhardt Title: President
Signature: [Handwritten Signature] Date: 6/11/2020

Signed and sworn to (or affirmed) before me on this 11th day of June, 2020, by Greg Gerhardt (name of person making statement).

State of Nevada)
)ss.
County of Washoe)

Shellie A Seelye STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-19-0015

GERHARDT & BERRY CONSTRUCTION, INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 0010813A ORIGINAL ISSUE DATE: 08/28/1972 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON SEPTEMBER 1, 2019 AND EXPIRES ON AUGUST 31, 2020, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Margi A. Grein
NANCY MATHIAS, LICENSING ADMINISTRATOR FOR DATE 8/12/2019
MARGI A. GREIN, EXECUTIVE OFFICER

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

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
COUNTY OF Washoe) SS

I Greg Gerhardt (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Production Wall 3B Well House and Equipping Project", contract number **19300182**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

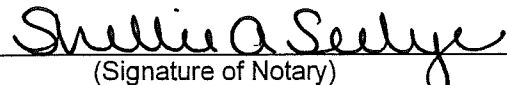
BIDDER:

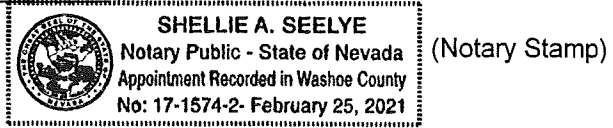
PRINTED NAME OF BIDDER: Greg Gerhardt
TITLE: President
FIRM: Gerhardt & Berry Construction, Inc.
Address: PO Box 51749
City, State, Zip: Sparks, NV 89435
Telephone: 775-359-8817
Fax: 775-359-1945
E-mail Address: greg@gerhardtandberry.com


(Signature of Bidder)

DATED: 6/11/2020

Signed and sworn (or affirmed) before me on this 11th day of June, 2020, by Greg Gerhardt


(Signature of Notary)



Jun. 5. 2020 10:31AM

Office of the Labor Commissioner
 1818 College Parkway, Suite 102
 Carson City, Nevada 89706
 Phone: (775) 684-1890
 Fax: (775) 687-6409
 E-Mail: AUA@labor.nv.gov

Office of the Labor Commissioner
 3300 W. Sahara Ave., Suite 225
 Las Vegas, Nevada 89102
 Phone: (702) 486-2650
 Fax: (702) 486-2660
 E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK	
<p>Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 399. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. https://www.leg.state.nv.us/App/NEILS/REL/BDth2019/Bill/6951/Text</p> <p>You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.</p> <p>Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. <u>Proof of submission (and receipt) will be required.</u> Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.</p>	
Request Submitted to: _____	Date Request Submitted: <u>6/5/2020</u>
<p>Name of Registered Apprenticeship Program: <u>No. Laborers Local 169 JATC</u></p> <p>Contact Person/Title: _____</p> <p>Address: <u>570 Reactor Way</u>, <u>Reno</u>, NV <u>89502</u></p> <p>Tel No.: (<u>775</u>) <u>858-0169</u> Fax No.: (<u>775</u>) <u>858-0177</u> Email: <u>liuna169@abcglobal.net</u></p> <p>Craft or Trade: <u>Laborer (Construction Craft)</u></p>	
<p>Requestor Information:</p> <p>Contractor/Subcontractor: <u>Gerhardt & Berry Construction, Inc.</u> License Number: <u>10813A</u></p> <p>Contact Person/Title: <u>Greg Gerhardt / President</u></p> <p>Address: <u>PO Box 51749</u>, <u>Sparks</u>, NV <u>89435</u></p> <p>Tel No.: (<u>775</u>) <u>359-8817</u> Fax No.: (<u>775</u>) <u>359-1945</u> Email: <u>office@gerhardtfandberry.com</u></p>	
<p>Availability Request Information:</p> <p>Number of Apprentice(s) Required: <u>1</u> Craft or Trade: <u>Laborer (Construction Craft)</u></p> <p>Apprentice(s) Report Date: _____ (5 business days' notice required) Report Time: _____ am</p> <p>Name of Person to Report to: <u>Greg Gerhardt</u></p> <p>Address to Report to: <u>TBD</u>, <u>Carson City</u>, NV _____</p>	
<p>Project Information:</p> <p>Contract Name/Number: <u>PWP# CC-2020-304</u> Project Location: <u>Carson City, NV</u></p> <p>Awarding Body Name: <u>Carson City Purchasing & Contracts Department</u></p> <p>Contact Person/Title: <u>Carol Akers</u></p> <p>Tel No.: (_____) _____ Fax No.: (_____) _____ Email: <u>CAkers@carson.org</u></p>	

Shellee Seelye / Admin. Assis.

Shellee Seelye

6/5/2020

Print Name/Title

*Signature

Date

***By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.**

Request Approved:

Request Denied:

Notes: _____

Richard Daly, Bus. mgr.

Richard Daly

6/5/20

Print Name/Title

Signature

Date

Date Received: 6/5/20

Date Returned: 6/5/20

OFFICE OF THE LABOR COMMISSIONER
 1818 COLLEGE PARKWAY, SUITE 102
 CARSON CITY, NEVADA 89706
 PHONE (775) 684-1890
 FAX (775) 687-6409
 E-Mail: mail1@labor.nv.gov

STATE OF NEVADA
 Office of the Labor Commissioner

OFFICE OF THE LABOR COMMISSIONER
 3300 W. SAHARA AVE. SUITE 225
 LAS VEGAS, NEVADA 89102
 PHONE (702) 486-2650
 FAX (702) 486-2660
 E-Mail: publicworks@labor.nv.gov

Project Workforce Checklist

Contract No.: PWP* Project Name: Production Well 3B Well House and Equipping Project
CC-2020-304

Contractor/Subcontractor: Gerhardt & Berry Construction, Inc.

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alarm Installer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Abatement (See Laborers)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cement Mason , can also include plasterers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Elevator Constructor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fence Erector (See Laborers) non-steel/iron. (See Iron Workers) steel/iron.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flag Person (See Laborers)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Floor Coverer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Glazier (see also Painters and Allied Trades)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Highway Striper (See Laborers)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hod Carrier (See Laborers) , includes brick-mason tender and plaster tender.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Laborer , can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripers, landscaper, and traffic barrier erector.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lubrication and Service Engineer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mechanical Insulator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Millwright	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>


*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *

Clear Page

Exhibit A

Pile Driver (non-equipment)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Plasterer	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Soils and Materials Tester, includes certified soil tester	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Taper	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Traffic Barrier Erector (See Laborers)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Other*:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 
 Name and Title: Greg Gerhardt / President
 Date: 06/11/2020
 Contractor Name: Gerhardt & Berry Construction

*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. *