PAHRUMP COMMUNITY LIBRARY DISTRICT

BID NO. 2024-001

PWP-NY- 2025-189

Library Flooring Replacement Project

BID PACKAGE

***Including:***

GENERAL INSTRUCTIONS TO CONTRACTORS

SPECIAL PROVISIONS/SPECIFICATIONS

BID NO: 2024-001

LABOR COMMISSION #PWP-NY- 2025-189

BIDS OPEN: February 28, 2025 at 10:00 am

CONTRACT TERM: Sixty (60) calendar days from Notice to Proceed

DESIGNATED CONTACT:

For questions pertaining to this Solicitation, please contact

Kimberly Thomas, Library Director

Phone (775) 727-5930 ex 104

Email kthomas@pahrumplibrary.org

701 East St, Pahrump NV 89048

The response package is available as follows: <https://www.pahrumplibrary.org/bid> or contact Kimberly Thomas, Library Director at kthomas@pahrumplibrary.org, (775) 727-5930 ex 104

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# GENERAL INSTRUCTIONS TO BIDDERS

## RECEIPT AND OPENING OF BIDS

The Pahrump Community Library District, (herein called the “Library”) invites bids for the Library Flooring Replacement Project.

The bidder must include cost to comply with the requirements as stated in Section 2.10 "Description of Work" and Section 2.11 “Bid Item Clarifications.”

Bids will be received by the Library at the Pahrump Community Library, 701 East St, Pahrump, NV 89048, until February 28, 2025 at 10:00 am. Bids received after the deadline will not be honored, regardless of when postmarked or sent. Bid opening will commence at the same time and location as the bid received. It is anticipated a contract will be awarded on or about March 10, 2025, pending approval by the Pahrump Community Library Board of Trustees.

Envelopes containing the bids must be sealed and addressed to the Pahrump Community Library, 701 East St, Pahrump NV 89048, on February 28, 2025 at 10:00 am, and labeled:

2024-001/ PWP- 2025-189:

The Library may, but need not, consider any bid not prepared and submitted in accordance with the provisions hereof and may, but need not, waive any informalities or errors in form. The Library reserves the right to reject any and all bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or any authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) calendar days after the actual date of the opening thereof.

**There will be a non-mandatory pre-bid meeting and walk thru held on February 17, 2025 at 10:00 am located at the Library at 701 East St, Pahrump, NV 89048.**

**All Requests for Information must be submitted by February 19, 2025 to receive answers prior to bid opening.**

## PREPARATION OF BID

All bid prices must be submitted in writing, in ink, or be typewritten, in figures and completed according to the Schedule of Items and Prices. The bidder must submit a Contractor Qualification (a copy of which is included in this Bid Package) for the bidder and any subcontractor the bidder intends to use for the job. All required certifications must be fully executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If the bid is forwarded by mail, the sealed envelope must be addressed and labeled as noted above. No bids transmitted by facsimile will be considered. **One (1) original.**

## METHOD OF BIDDING

The Library requests bids include the price per unit in accordance with the Schedule of Items and Prices. The bidder’s bid shall be totaled on the last page of the bidder’s Proposal.

The Library reserves the right to make modifications in specifications and/or conditions prior to bid opening, if deemed necessary, in which event, all bidders will be timely notified, and/or the time for bids extended.

Each bidder will submit with its bid the following:

### 1.3.1 The information requested on the forms entitled “Contractor Qualification”, included in this bid package.

### 1.3.2 Data relating to the duration of time it has engaged in the type of work for which this Invitation to Bid is made.

### 1.3.3 References, with names, addresses and telephone numbers of entities to which the bidder has previously performed work similar to that sought by this Invitation to Bid.

Any other terms, costs, conditions, or options that would affect bidder’s bid and which have not been requested or specified in the bid package, must be noted and included in the submitted bid.

Under NRS Chapter 338.01165, this project is a public work that requires the use of apprentices. The Contractor shall comply strictly with the requirements of **NRS Chapter 338 and the Apprentice Utilization Act** as reformed by Senate Bill 82 (SB82) in the 2023 Legislative Session effective January 1, 2024.Please refer to the Labor Commissioner’s website specifically for a copy of [Senate Bill 82](https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9667/Text), [Presentation Senate Bill 82 dated 12-12-23](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2flabor.nv.gov%2fuploadedFiles%2flabornvgov%2fcontent%2fApprenticeship_Utilization_Act%2f23.12.12%2520SB82%2520Presentation.pdf&c=E,1,dUuB1cgV0J4AG57kZy0o--0wYVIaExBJVRhaJiXqwXexFo8f-_b8eafFonC-ofRrMrINUfHBxWX7fOVHPPSNmFAgts0p1Ccs12IZn1Dw9CizpAl0ESeGkHA,&typo=1), [Senate Bill 82 OLC Summary dated 12-12-23](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2flabor.nv.gov%2fuploadedFiles%2flabornvgov%2fcontent%2fApprenticeship_Utilization_Act%2fSB82%2520OLC%2520Summary%252012.12.2023.pdf&c=E,1,vLDl3PuIFq0g_DitpiaPBMQBHHy0FnaEoKTQlOCHOfnesGB90L_OGAK6o4lG0XP7itlT76qk4KhYKdacGlMwYGQJBPDmAY5smKEWiqV_Ar-bmI9u&typo=1) and any other posted information.

([https://labor.nv.gov/Apprenticeship\_Utilization\_Act/Apprenticeship\_Utilization\_Act/](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2flabor.nv.gov%2fApprenticeship_Utilization_Act%2fApprenticeship_Utilization_Act%2f&c=E,1,mo9JKpm2I6Hwwv_Ce3hTdYSP7PCTUBFc_tmM3X7M6DFAsqqJ8lBVefhmcDHiXuMS5H0vUORD0qkTg_-4wJhEhSTdXlBrpocmYBoaxSKUPnpB&typo=1))

A contractor or subcontractor engaged in Public Works construction who employs workers on one or more public works during a calendar year pursuant to NRS 338.040 shall use apprentices for a portion of the total hours of labor worked for each apprenticed craft or type of work to be performed on those public works.

This project is subject to the Apprentice Utilization Act and is categorized as **VERTICAL** work.

It is the Contractor's responsibility to comply, document and report directly to the Labor Commissioner annually if they have performed a certain number of hours or more on Public Works.  Failure to comply, document and report could result in financial penalties and disqualification per NRS.  <http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/>

## OBLIGATION OF BIDDER

At the time of the opening of the bids, each bidder will be presumed to have read and thoroughly familiarized him/herself with all the bid package documents. Each bidder will be presumed to have visited and visually examined the condition and environment of location of Work. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

## SUBCONTRACT

Contractor must include in his or her Proposal a separately completed “Contractor Qualification” for each person or company to whom the bidder proposes to award a subcontract for performance of the required duties. **No proposal shall be considered if the bidder fails to submit this form.**

## QUALIFICATION OF CONTRACTOR

The Library may make such investigations as it deems necessary to determine the ability of Contractor (and any designated subcontractors) to supply the materials and perform the work required. The Contractor shall furnish to the Library all such information and data for this purpose as the Library may request.

The Library reserves the right to reject any bid if the statement submitted by the Contractor, or any subsequent investigation of the Contractor fails to satisfy the Library that such Contractor/subcontractor is qualified to carry out the obligation of the contract.

## ACCEPTANCE

Upon acceptance of the bid, a final contract between Library and the successful bidder will be executed, the same to embody by reference the provisions of this Bid Package, except as otherwise negotiated.

# SPECIAL PROVISIONS

## STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the adopted building codes for the Town of Pahrump, and Nye County.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

## TERMS

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

### The Library where referenced is made to the agency administering the contract;

### Pahrump Community Library District Director or Board of Trustees Chairman where reference is made to contract payments or manager.

## PROPOSAL REQUIREMENTS AND CONDITIONS

### The Library will furnish the prospective bidder with a proposal form.

### The form of the bidder’s bond, which must be provided by the Contractor, is attached hereto, following the signature page of the proposal annexed hereto.

### These specifications detail minimum requirements acceptable to the Library. Should the manufacturer’s current specifications exceed these, they shall be considered minimum and shall be furnished, and equipment and components included in the bid shall be stipulated.

## AWARD AND EXECUTION OF CONTRACT

### The award of contract will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed.

### Following award of the bid, a contract will be executed, incorporating the Invitation to Bid and the Bid Package. Each bidder has five (5) business days after the date of recommendation to award to protest pursuant to NRS 338.142.

## BEGINNING OF WORK, “TIME OF COMPLETION”/LIQUIDATED DAMAGES

### Contractor shall begin work within one (1) to ten (10) business days after receiving “Notice to Proceed” for the work described in the bid package awarded to the Contractor and shall diligently prosecute the same with all work completed within sixty (60) calendar days from the Notice to Proceed date.

### Attention is directed to the provisions in Section 2.6 "TERMINATION".

### Contractor shall complete all the work described within sixty (60) calendar days of the Notice to Proceed date unless an extension is provided in writing by Library. Should the work not be complete within the specified time for completion, the Contractor may be liable for liquidated damages, payable to Library in the amount of five hundred dollars ($500.00) for each working day beyond the deadline taken for completion, as provided herein, without an extension of time approved by the Library in writing.

### All rights remedies of the Library are cumulative and not exclusive of any other rights or remedies that may be available to Library, whether provided by law, equity, statue, or otherwise.

## TERMINATION

### The Contract may be terminated for cause by the Pahrump Community Library Board of Trustees, upon the recommendation of the Library Director. Cause shall include, but is not limited to, the following: failure to comply with any Contract requirement.

### Upon determination of cause by the Library, written notice shall be given to the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall cease work and meet with the Library or Board of Trustees Chairman or his assignee to determine corrective action. Corrective action will be agreed to in writing and signed by both parties. In the event that no agreement is reached within ten (10) working days of notice, the Library Director may recommend the termination of the Contract to the Library Board of Trustees. The Board of Trustees’ decision shall be final.

### The Library shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar days written notice. Upon termination of the Contract, other than for cause, The Library shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in the Contract.

## PAYMENT

### Payments will be on a progress payment basis, as stipulated in the Schedule of Items and Unit Prices, at the accepted price.

### Deletion of any work by the Library shall be deemed non-compensable to the Contractor.

### Include in the Unit Price overhead, profit, and all incidental costs.

### Retention will be withheld at a percentage of five percent (5%) from each progress payment, until fifty percent (50%) of the work required by the Contract has been performed in an acceptable manner. The Library may, at its discretion, reduce the amount retained to no less than five percent (5%) of the value of the completed work. If the Library occupies or begins use of a public work; or a notice of completion for a public work is recorded as provided in NRS 108.228; Library shall pay retainage within thirty (30) calendar days after whichever occurs first.

## BONDS

### A bid bond in an amount equal to ten percent (10%) of the total bid price must accompany the bid. The bond shall be on the form provided, or on a like form.

### A performance bond in an amount equal to one hundred percent (100%) of the total Contract amount must be provided by the Contractor.

#### The bond must be furnished to the Library at 701 East St., Pahrump, NV 89048, (775) 727-5930, [kthomas@pahrumplibrary.org](mailto:kthomas@pahrumplibrary.org) within eight (8) days, not including Saturdays, Sundays and legal holidays, after the successful bidder has received notice from the Library that the Contract has been awarded.

#### The performance bond must guarantee the faithful performance by the Contractor of all the terms of the Contract.

### A materials and payment bond in an amount equal to one hundred percent (100%) of the total Contract amount must be provided by the Contractor.

#### The bond must be furnished to the Library at 701 East St., Pahrump, NV 89048, (775) 727-5930, [kthomas@pahrumplibrary.org](mailto:kthomas@pahrumplibrary.org) within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Library that the Contract has been awarded.

#### The payment bond shall guarantee Contractor’s payment of all subcontractors and/or vendors for all labor, materials, provisions, supplies or items expended in fulfilling the Contract.

## SUBCONTRACTING

### In no case shall said subcontract reflect a change in bid price.

## DESCRIPTION OF WORK

The "Project" of which the "Work" of the Contract is a part, titled the Library Flooring Replacement Project, is currently soliciting services for the removal of existing carpet, base, tile, and any other materials necessary in order for the acquisition and installation of new carpet tiles, porcelain tile, and vinyl tile at the Library. The Library is located at 701 East St, Pahrump NV 89048. The Library is comprised of several offices/rooms, tutor/study rooms, large meeting room, two small meeting rooms, hallway, large open floor areas, and five bathrooms, that are all in need of new flooring.

Library Flooring Replacement Project Scope of Work

1. Restrooms (5):
   1. Fixtures; Sinks, Toilets, Grab Bars, Partitions, Baby Changing Station(s), and any other fixtures attached to all restroom interiors will be removed at a cost by Library and reinstalled upon completion by Library.
   2. Contractor to provide dumpster for disposal.
   3. Demo existing Marble Thresholds, Tile Floors, Tile Walls, and existing backerboard.
   4. Backerboard – Install ½” Denseshield Backerboard.
   5. Waterproof – Install waterproof membrane on floors and up walls
   6. Floor Tile – install Dal Tile in color Calgary Fog CG42 12” x 24”.
   7. Wall Tile – install Dal Tile in color Calgary Fog CG42 24” x 48”.
   8. Schluter Jolly Brushed Nickel in color ATGB at top of Wall Tile and at Vertical Outside Corners of Walls and at Door Casing.
   9. Schluter Dilex AHKA Brushed Nickel in color ATGB with Inside and Outside Corners at floor to wall transitions.
   10. Schluter Reno TK Brushed Nickel in color ATGB at door jamb transitions from Tile to Carpet.
   11. Custom Prism Grout on Floor Tile and Wall Tile..
2. Carpet Tile (All Carpet Areas):
   1. Provide Moisture Tests.
   2. Demo existing Carpet.
   3. Grind and address concrete joint heaving that is running East / West through building. Contractor will provide a reasonably clean and level floor surface.
   4. Transitions to Luxury Vinyl Tile (LVT) and Concrete.
3. Luxury Vinyl Tile (LVT) (7 Areas):
   1. Provide Moisture Tests.
   2. Demo existing Flooring.
   3. Install Luxury Vinyl Tile (LVT)
   4. Transitions to Carpet Tile and Concrete.
4. Base Molding (All Carpet Tile and LVT Areas):
   1. Demo existing Base. Remove all adhesives as needed.
   2. Base – Tarkett Johnsonite 4” DC-VL4 Cool Metal Cove Coil Rubber Base in all new LVT and Carpet Tile work areas.
   3. Caulk to match at door casings.
5. Entry Mats (2):
   1. Demo existing Entry Mats in two entries.
   2. Entry Mats – The Mad Matter 3/8” Serrated Walk – Off Mat for entry color MB305 Onyx.
6. Contractor to provide dumpster for disposal.
7. All Furniture, including but not limited to; Desks, Bookshelves, and File Cabinets, will be removed and replaced at a cost by Library in a phased manner agreed upon by the Library, Contractor, and Movers.

It is the Bidder's responsibility to verify dimensions, quantities, and work areas. Submittals and bathroom layout drawings required.

### A pre-construction meeting shall be held at a date and time agreed upon at the time of award with representatives from the Library, Library Board of Trustees, and the Contractor prior to the start of the work.

### All work must be completed within sixty (60) calendar days from the Notice to Proceed date.

## BID ITEM CLARIFICATIONS

## Communication between a Bidder and a member of the Board of Trustees or between a Bidder and a non-designated Library contact, regarding this Bid is prohibited from the time the Bid is advertised until the time the Contract is awarded by the Library. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above in writing. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its Bid being rejected.

Inclusions and general notes:

* All new construction will be completed in compliance with current building codes and ordinances.
* Be licensed and fully competent in all aspects of flooring replacement in a safe manner.
* The Contractor is responsible for all application fees for building plans review and building permit fees.
* Provide all-inclusive pricing to provide 100% turnkey projects on a user-friendly system that include common installation, repairs, preventative maintenance, and replacement of fixtures/equipment Includes current prevailing wages.
* Include costs for general housekeeping and work area clean up.
* All bonds, permits, testing, and engineering required.
* All equipment, labor, and material to perform scope of work including travel time and lodging if applicable.
* Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
* Contractor shall submit as-builts if applicable upon completion of the project.

Plans and specifications for all proposed improvements on the building site, including:

* Contractor shall be responsible for engineering, permitting, demolition, and installation of a new flooring and tile per exhibit A, in the Library located at 701 East Street, Pahrump, NV 89048.
* The Contractor shall be responsible for repairing any damage caused by their work.
* Contractor will not be responsible for removal of bookshelves.

All work must be completed within sixty (60) calendar days from the Notice to Proceed date.

**PROPOSAL TO THE PAHRUMP COMMUNITY LIBRARY DISTRICT**

PWP-NY- 2025-189

2024-001 Library Flooring Replacement Project.

Removal of existing carpet, base, tile, and any other materials necessary in order for the acquisition and installation of new carpet tiles, porcelain tile, and vinyl tile at the Library. The Library is located at 701 East St, Pahrump NV 89048. The Library is comprised of several offices/rooms, tutor/study rooms, large meeting room, two small meeting rooms, hallway, large open floor areas, and five bathrooms, that are all in need of new flooring.

NAME OF BIDDER

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

BUSINESS ADDRESS

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CITY, STATE, ZIP

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

TELEPHONE NO ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E MAIL ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the provisions of the Invitation to Bid and the Bid Package (including the special provisions and specifications) as well as the Standard Details and Specifications for Public Improvements within the Pahrump Regional Planning District and all applicable building codes as approved in the Nye County Code.

The Bidder shall set forth the costs of each item, in clearly legible figures in the respective spaces provided in the “Schedule of Items and Prices” for this purpose. The amount set forth as the sum of the “Total Base” of all Items will be the “Total Price” for the complete Project or Work and needs to be clearly legible in both words and figures on the space provided in the Schedule of Items and Prices.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the bonds in the sums required by this Invitation to Bid and Bid Package, with surety satisfactory to the Library, within eight (8) calendar days, not including Saturdays, Sundays and legal holidays, after the Bidder has received notice from the Library that the Contract has been awarded, the Library may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying the proposal shall operate and the same shall be the property of the Library.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Invitation to Bid and the Bid Package; that he fully understands that the Library shall have the sole right and discretion to accept any Parts of the Proposal; and the undersigned proposes, if this Proposal, is accepted by the Library; that the Bidder will contract with the Library to provide all the necessary machinery, tools, apparatus and other means of production, and to do all the work and furnish all the materials specified in the contract that will be awarded, in the manner, the time and cost therein prescribed, and according to the requirements of the Library Director as therein set forth, and that he will take, in full payment therefore, the following Schedule of Items and Prices, to-wit:

**Materials Schedule\*\* \*\*Brand/Model substitutions are NOT ALLOWED.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Schedule of Items and Prices | | | | | |
| **PAHRUMP COMMUNITY LIBRARY FLOORING REPLACEMENT PROJECT** | | | | | |
| Item No. | Description of Work | Estimated Quantity | Unit | Unit Price | Total Cost |
| 1 | Shaw Contract brand - Inlet II LVT 9”X48” (24 SF/CTN) REFUGE 72155  47 boxes | 1128 | SF | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ |
| 2 | Shaw Contract brand - Daydreamer Carpet Tile 24”X24” 5T593 (5.333 SY/CTN) CULTIVATE 93580  162 boxes | 864 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_ |
| 3 | Shaw Contract brand - Daydreamer Carpet Tile 24”X24” 5T593 (5.333 SY/CTN) BRAINSTORM 93500  27 boxes | 144 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 4 | Shaw Contract brand - Daydreamer Carpet Tile 24”X24” 5T593 (5.333 SY/CTN) REVEAL PURPLE 93991  21 boxes | 112 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 5 | Shaw Contract brand - Impact Carpet Tile 24”X24” 5T188 (5.333 SY/CTN)  TEAL 86405  5 boxes | 26.67 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 6 | Shaw Contract brand - Think Carpet Tile 24”X24” 5T186 (5.333 SY/CTN)  EXPERIENCE 86535  33 boxes | 176 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 7 | Shaw Contract brand – Imagine Carpet Tile 24”X24” 5T594 (5.333 SY/CTN) CULTIVATE 93580  77 boxes | 410.64 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 8 | Shaw Contract brand – Imagine Carpet Tile 24”X24” 5T594 (5.333 SY/CTN)  BRAINSTORM 93500  32 boxes | 170.66 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 9 | Shaw Contract brand - Daydreamer Carpet Tile 24”X24” 5T593 (5.333 SY/CTN)  CULTIVATE TEAL 93327  28 boxes | 149.32 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 10 | Shaw Contract brand - Engage Carpet Tile 24”X24” 5T187 (5.333 SY/CTN) EXPERIENCE LIME 86536  18 boxes | 96 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 11 | Shaw Contract brand - Engage Carpet Tile 24”X24” 5T187  EXPERIENCE TEAL 86535  14 boxes | 74.66 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 12 | Shaw Contract brand - Mindscape Carpet Tile 24”X24” 5T595 (5.333 SY/CTN) CULTIVATE 93580  56 boxes | 298.65 | SY | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 13 | Shaw Contract brand - N5000 Carpet Tile Adhesive | 4 | GAL | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 14 | Shaw Contract brand - Resilient Tile Adhesive – 164CA 4200 | 4 | GAL | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 15 | Daltile brand - Calgary Tile 24”X24” Matte (15.21 SF/CTN)  FOG CG42 | 684.45 | SF | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 16 | Daltile brand – Calgary Tile 24”X48” Matte (15.26 SF/CTN) 5’ wall tile  FOG CG42 | 1220.80 | SF | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 17 | Schluter brand -Dilex-AHK Cove Base 3/8” – AHK1S100ATGB  ALUMINUM BRUSHED NICKEL | 35 | EACH | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 18 | Schluter brand - Dilex-AHK Inside Corner 90 – I 90/AHK 1S/ATGB  ALUMINUM BRUSHED NICKEL | 28 | EACH | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 19 | Schluter brand - Dilex-AHK Outside Corner 90 – E 90/AHK 1S/ATGB | 8 | EACH | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 20 | Schluter brand - Dilex-AHK Connector V/AHK ATGB  ALUMINUM BRUSHED NICKEL | 6 | EACH | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 21 | Schluter brand - Rondec – RO 100 ATGB 3/8”  ALUMINUM BRUSHED NICKEL | 40 | EACH | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 22 | Tarkett brand - 4” Cove base w/toe – DC-VL4 (120 LF/CTN)  COOL METAL CG | 22 | EACH | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |
| 23 | Mad Matter brand -Serrated Walk-Off Mat for Entry  MB505 – Onyx Carpet | 1 | EACH | $\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| TOTAL PRICE (Sum of Items 1-3 inclusive)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars \_\_\_\_\_\_\_\_\_\_\_Cents | $\_\_\_\_\_\_\_\_\_\_­­­­­ |

**\*\*Brand/Model substitutions are NOT ALLOWED**

The undersign hereby agrees and acknowledges that:

The Bidder has received Addendum #\_\_\_\_\_\_ to #\_\_\_\_\_\_ inclusive and the TOTAL BID PRICE for this Work is as follow:

$

CONTRACTOR:

BY: (*Signature)*

TITLE:

E MAIL ADDRESS:

**The Library shall make progress payments as follows:**

The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. Ninety-five percent (95%) of the amount of any progress payment must be paid and five percent (5%) withheld as retainage until fifty percent (50%) of the work required by the Contract has been performed in an acceptable manner. After fifty percent (50%) of the work has been completed in an acceptable manner, the Library may, at its discretion, reduce the amount retained to no less than five percent (5%) of the value of the completed work.

**Please include any requested variations to this schedule in your proposal.**

**THE BIDDER’S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL**

**SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

The Bidder \_\_\_\_\_\_, proposed subcontractor \_\_\_\_\_\_\_, hereby certifies that he has \_\_\_\_\_\_, has not \_\_\_\_\_, participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Relations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should know that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

# 

# PUBLIC CONTRACT QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

# PUBLIC CONTRACT STATEMENT

The Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board.

# TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

***NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.***

***Bidders are cautioned that making a false certification may subject the certified to criminal prosecution.***

# CONTRACTOR QUALIFICATION

Part I

**CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Payment Terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business License # \_\_\_\_\_\_\_\_\_\_\_\_

Time Period \_\_\_\_\_\_ How Long in Business \_\_\_\_\_\_\_\_\_\_\_ *(if applicable)*

**LIABILITY**

Nevada State Contractors License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contracting Limits: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Policy No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Attach Proof of Insurance)*

**REFERENCES**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CONTRACTOR QUALIFICATION

Part II Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR INFORMATION**

Company Name:

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

**PERFORMANCE**

Liquidation Damages and/or Disputes

List all projects in the last 2 years where liquidation damages were or may be assessed, where the substantial disputes or protests occurred, or are currently occurring. Explain in detail.

Have you ever failed to complete any work awarded to you? If yes, explain where and why.

Have you ever defaulted or been terminated on a contract? If yes, explain where and why.

**EXPERIENCE**

If you anticipate subcontracting work, under what conditions would subcontractors be used?

List subcontractors normally used.

Background and experience of the principal members of your organization who would be involved in contract work for Pahrump Community Library District.

Name Title Experience (Years)

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

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

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

**CONTRACTOR QUALIFICATION**

Part III Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLIANCE**

Have any charges been filed against you or your firm with the Equal Opportunity Commission or any similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations? If yes, explain in detail.

Have you had any violations/fines for environmental non-compliance? If yes, give details.

Have you had any violations/fines for OSHA non-compliance? If yes, give details.

# BIDDER’S BOND

**PAHRUMP COMMUNITY LIBRARY DISTRICT**

BID NO. 2024-001

PWP-NY- 2025-189

**Library Flooring Replacement Project**

KNOW ALLPERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as SURETY, are held and firmly bound unto the Pahrump Community Library District, hereinafter called the Library, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Library for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Nevada on 2025 for

*(Copy here the exact description of work, including location, as it appears on the proposal.)*

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Principal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

SAMPLE AGREEMENT

*(For reference only,* ***Do Not*** *complete this Agreement)*

BID No. 2024-001/PWP #NY-2025-189

Removal of existing carpet, base, tile, and any other materials necessary in order for the acquisition and installation of new carpet tiles, porcelain tile, and vinyl tile at the Library. The Library is located at 701 East St, Pahrump NV 89048. The Library is comprised of several offices/rooms, tutor/study rooms, large meeting room, two small meeting rooms, hallway, large open floor areas, and five bathrooms, that are all in need of new flooring.

CONTRACT

BETWEEN

PAHRUMP COMMUNITY LIBRARY DISTRICT

AND

# CONTRACTOR NAME

Nevada Contractor’s License # \_\_\_\_\_\_\_\_\_\_

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

Address

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

City, State, Zip

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

Telephone Number

This Contract entered into this \_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025 by and between  **PAHRUMP COMMUNITY LIBRARY DISTRICT**, hereinafter referred to as “Library”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_ State of Nevada, hereinafter referred to as “Contractor.”

***WITNESSETH:***

That the Library and the Contractor, for the consideration hereinafter set forth, agree as follows:

## ARTICLE I. SCOPE OF WORK

Contractor shall furnish all material and perform all work in a professional manner as set forth in the Contract Documents for Bid No. 2024-001/PWP #NY-2025-189.

Contractor further agrees to perform all extra work necessary in connection therewith and under the terms as stated in said Contract Documents; and at his (its or their) own proper cost and expense, to furnish all the bonds, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the project in accordance with the terms and conditions and prices stated in said Contract Documents.

## ARTICLE 2. NOTICE TO PROCEED, TIME OF COMPLETION, TERMINATION AND MODIFICATION/LIQUIDATED DAMAGES

The Contractor shall not commence work, nor incur any expense therewith, before it is notified to proceed with the work. The work to be performed under this Contract shall commence within ten (10) business days of the commencement date set forth in the Notice to Proceed unless otherwise extended by written authorization by the Library Director.

The following performance periods shall apply:

[A] The work, including any or all options and alternatives identified in Article 11, shall be substantially completed no later than sixty (60) calendar days from the Notice to Proceed date.

In determining substantial completion and/or final acceptance, the parties agree that the Library Director shall be guided by principles of fairness and the efforts of the Contractor to comply with designated performance periods.

[B] TERMINATION

1. Library shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar day’s written notice.
2. Upon termination of this Contract, other than for cause, Library shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in this Contract and all applicable documents which, by reference, are made a part hereto.

### The Contract may be terminated for cause by the Library, upon the recommendation of the Library Director. Cause shall include, but is not limited to, the following: failure to comply with any Contract requirement.

### Upon determination of cause by the Library Director, written notice shall be given the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall cease work and meet with the Library Director or her assignee to determine corrective action. Corrective action will be agreed to in writing and signed by both parties. In the event that no agreement is reached within ten (10) working days of notice, the Library Director may recommend the termination to the Library Board of Trustees. The Library Board of Trustees’ decision shall be final.

[C] MODIFICATION/CHANGE ORDER

This Contract may not be modified, amended, supplemented, or extended except by written document executed by the Contractor and Library Board of Trustees.

[D] LIQUIDATED DAMAGES

Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to Library in the amount of Five Hundred Dollars ($500.00) for each working day beyond the deadline taken for completion, as provided herein. All rights and remedies of the Library are cumulative and not exclusive of any other rights or remedies that may be available to Library, whether provided by law, equity, statute, or otherwise.

## ARTICLE 3. THE CONTRACT SUM

The Library shall pay Contractor, $\_\_\_\_\_\_\_\_\_\_\_\_as full compensation for furnishing all materials and labor and doing all the work in strict accordance with relevant plans and specifications and to the satisfaction of the Library, amounts as set forth in this Contract. The Contract sum total is to be paid based upon progress payments as specified in the Bid, unless otherwise stated in the drawings or specifications.

## ARTICLE 4. PROGRESS PAYMENTS

The Library shall make progress payments as follows:

The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. Ninety-five percent (95%) of the amount of any progress payment must be paid and five percent (5%) withheld as retainage until fifty percent (50%) of the work required by the Contract has been performed in an acceptable manner. After fifty percent (50%) of the work has been completed in an acceptable manner, the Library may, at its discretion, reduce the amount retained to no less than five percent (5%) of the value of the completed work.

No monies payable under this Contract may be assigned by Contractor except upon prior written consent of the Library.

## ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

As soon as practical following completion of the work, the Contractor shall make a written request to the Library for final inspection and acceptance of the work. If, in the Library’s sole discretion, all provisions of the specifications and Contract have been satisfied, the Library will cause a Notice of Completion to be filed with the County Recorder.

After ninety (90) calendar days, immediately following the filing of the Notice of Completion (NOC), the remaining balance shall be paid, providing that:

[A] Contractor has submitted evidence satisfactory to the Library that all payrolls, bills for material, interest or retention and all other indebtedness connected with the Work have been paid;

[B] Contractor has submitted evidence satisfactory to the Library that all subcontractors, if any, have been paid; and

[C] No claims, liens or outstanding debts have been filed against the work.

[D] Contractor may be required to submit signed Lien Release Forms stating that any sub-contractors have been paid.

In the event that claims, liens or outstanding debts are filed against the work, Library shall continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

## ARTICLE 6. STATUS AS INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee, servant, agent or representative of the Library. Contractor shall provide product in accordance with this Contract and all applicable documents, and any subsequent written agreements defining the nature and scope of the Services. As an independent contractor, Contractor shall not participate in the employee benefits available to Library’s employees.

Neither compliance nor non-compliance by Contractor and Contractor’s employees, agents, and representatives with the terms and provisions of this Contract shall affect Contractor’s status as an independent contractor or relieve Contractor of any of Contractor’s duties, liabilities, or obligations under this Contract.

## ARTICLE 7. FAIR EMPLOYMENT PRACTICES

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 or age. Such agreement shall include, but not be limited to, the following: 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 apprenticeship.

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

Any violation of such provision by Contractor shall constitute a material breach of Contract.

## ARTICLE 8. PREVAILING WAGE

A. Labor Law Requirements. The Contractor must strictly comply with all applicable provisions of the Nevada State Labor Laws, including, but not limited to, Title 28, Chapter 338 of Nevada Revised Statutes, as amended, and with applicable labor laws and regulations of the Federal Government.

B. Prevailing Rate of Wages. The wages to be paid for a legal day’s work to laborers, workmen or mechanics employed upon the work specified in this Contract or upon any materials to be used therein shall not be less than the hourly minimum rate of wage as fixed by the Nevada State Labor Commissioner, which schedule of wage rates is annexed hereto and hereby made a part of this Contract. The Contractor shall forfeit, as a penalty to the Library, the sum of $10.00 for each workman employed for each calendar day or portion thereof that such workman is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under the Contractor.

Contractor shall submit a copy of Certified Payroll Reports to Nevada State Labor Commissioner and the Library no later than fifteen (15) calendar days after the end of each month.

C. Hours of Work. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day, and not more than forty (40) hours in any one week, except in cases of emergency where life or property is in imminent danger, without paying overtime at a rate of time and a half. In such emergency cases, the person required to work over eight hours per day or forty hours per week shall be paid at least regular wages for all overtime.

This Contract may be canceled at the election of the Library for any failure or refusal on the part of the Contractor or any subcontractor faithfully to perform the Contract according to the terms as to wages and hours as herein provided.

**NOTE:** NRS 338.080 (3) exempts any contract for a public work whose total cost is less than $100,000 from prevailing wage requirements.

## ARTICLE 9. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Library, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

A. Compensation Insurance. The Contractor shall procure and maintain, during the life of the Contract, Industrial Insurance as required by the Nevada Industrial Insurance Act, for all of his employees to be engaged in work at the site of the project under this Contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide such Industrial Insurance for all of the latter’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor’s Industrial Insurance. In case any class of employees engaged in work on the project under this Contract is not protected under the Nevada Industrial Insurance Act, the Contractor shall provide and shall cause each subcontractor to provide adequate employer’s liability insurance for the protection of such of his employees as are not otherwise protected.

B. Contractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor’s Public Liability Insurance, Contractor’s Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Minimum limits for:

(1) Personal injury or death

one person $2,000,000

one occurrence $2,000,000

(2) Property damage

one accident $2,000,000

aggregate liability for loss $2,000,000

(3) Vehicle liability

single person/accident $1,000,000/$2,000,000

C. Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or (2) insure the activities of each subcontractor in the amounts specified in subparagraph (b) hereof.

D. Scope of Insurance and Special Hazards. The insurance required under subparagraphs (b) and (c) hereof shall name the Library and its officers, agents, Library Director, and employees as a co-insured and provide adequate protection for the Library and its officers, agents, Library Director and employees, and the Contractor and his subcontractors, respectively, against damage claims which may arise from Operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.

E. Proof of Carriage of Insurance. The Contractor shall furnish the Library with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statements: “The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days’ written notice has been received by the Library.”

F. If the Contractor or any subcontractor fails to maintain the insurance required by this Contract, the Library may obtain such insurance for the protection of the Library, its officers, agents, Library Director, and other employees, and deduct and retain the amount of the premiums for such insurance from any sums payable to the Contractor under this Contract.

G. Contractor agrees to defend, indemnify and hold harmless the Library, its agents and employees from any and all claims, causes of action, liability, loss, costs, reasonable attorney’s fees, or other expenses arising from the performance of this Contract by Contractor or Contractor’s agents or employees whether caused by the negligence or willful misconduct of Contractor, his agents, employees or affiliates. Contractor hereby indemnifies and shall defend and hold harmless the Library, its officials, employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitration, claims, demands, damages, liabilities, interest, attorney’s fees, costs and expenses of whatsoever kind or nature, including those arising out of injury, death or property damage, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor’s indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active of passive, of the Library, its agents and employees to the fullest extent permitted by law.

## ARTICLE 10. THE CONTRACT DOCUMENTS

The Contract Documents shall include the following:

1. The advertised Notice of Invitation to Bid No. 2024-001/PWP #NY-2025-189

2. The Bid by the Contractor (The Contractor’s Proposal);

3. This Contract;

4. The General Instructions to Contractors;

5. The Special Provisions;

6. The specifications as set forth in the Special Provisions;

7. The Bid Bond, Performance Bond and Payment Bond;

8. Contractor Qualification;

9. The Notice of Award;

10. Any amendments or addenda to all of the aforementioned documents; and

11. All provisions required by law to be incorporated in this Contract, whether actually incorporated or not;

## ARTICLE 11. SELECTED ALTERNATES AND OPTIONS

The following options and alternates have been selected by the Library and are herewith made part of the scope of work to be performed under this Contract;

Options:     xx

Alternates:     xx

## ARTICLE 12. NO THIRD-PARTY BENEFICIARY

This Contract and the rights and obligations arising there from are strictly for the benefit of the parties to this Contract. The parties agree that any benefit or detriment asserted by the third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit or detriment arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

## ARTICLE 13. ASSIGNMENT AND SUBCONTRACTING

A. Assignment. Contractor shall not assign its rights nor delegate its duties hereunder without prior written consent of the Library. The Library may condition such consent.

B. Subcontracting. Except as specifically detailed in the Contractor’s Bid, Contractor shall not subcontract any part of the work hereunder without the prior written approval of Library. The Library may condition such consent.

## ARTICLE 14. WAIVER

Failure by the Library or Contractor, at any time, to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

***ARTICLE 15.*** ***GOVERNING LAW, VENUE AND COSTS***

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada.  The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys’ fees unless otherwise provided for by law.

## ARTICLE 16. ENTIRE AGREEMENT

The terms and provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, representations, undertakings or agreements between the parties hereto with respect to the subject matter hereof, whether oral or written.

## ARTICLE 17. NOTICES

Any notice, proposal or objection relating to this Contract shall be in writing addressed to the parties as follows:

Kimberly Thomas, Library Director

Pahrump Community Library

701 East St.

Pahrump, NV 89048

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Contractor Information

***ARTICLE 18: MISCELLANEOUS PROVISIONS***

1. COMPLIANCE WITH APPLICABLE LAWS.

Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

1. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

During the term of this Contract and while performing the scope of work, or otherwise acting on behalf of the Library, Contractor agrees to perform all terms and conditions of this Contract in a lawful manner and in conformity with all applicable laws and codes of the United States and of the State of Nevada, and all ordinances, rules, and regulations of Nye County and of any and all other competent public authority applicable to the performance of Contractor's duties. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Contract.

1. STANDARD OF CARE

Contractor shall perform its services to the standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor.

***IN WITNESS WHEREOF***, the parties hereto have executed this Contract the day and year first above written.

Pahrump Community Library By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board of Trustees John Shewalter, Chair

Pahrump Community Library Board of Trustees

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

Company Name CONTRACTOR

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

Printed Name