

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>7/29/2020</u>
<u>2</u>	<u>7/31/2020</u>
<u>3</u>	<u>8/3/2020</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that Project funding is being provided in whole or in part by the City of Fernley.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

BID SCHEDULE – A					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Demolishing the existing main breaker, CT cabinet, mobile generator taps and associated conduit and wire; providing and installing 600A, 480/277V service rated service entrance, and providing and installing a new 300kW generator with base fuel take and sound attenuated enclosure, conduit and wire, controls, concrete pad, relocate and reconnect existing 600A ATS and excavation as described per the Bid Documents.	LS	1	126,200.00	126,200.00
2	Contract Allowance	LS	1	\$10,000.00	\$10,000.00
Total BASE BID Price (Sum of Items 1 thru 2)					\$ 136,200.00

TOTAL SUM FOR BASE A (in written form) One hundred thirty six thousand two hundred
 _____ Dollars and no _____ Cents

BID SCHEDULE – B (ALT)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Removal of existing Cummins diesel engine model 1990378 and fuel tank.	LS	1	5,400.00	5,400.00
Total BASE BID Price (Sum of Item 1)					\$ 5,400.00

TOTAL SUM FOR BASE B (ALT) (in written form) Five thousand four hundred
 _____ Dollars and no _____ Cents

5.02 Bid item clarifications are located in Summary of Work Section 01 11 00 of the Technical Specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Material Suppliers;
 - D. Affidavit of Preferential Bidder Status and Preference Bidding Certification Uniform Affidavit of Certification;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Nelson Electric Company, Inc.

By:
[Signature]



[Printed name]

Robert W Nelson

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name]

Tony Promise

Title:

Project Manager

Submittal Date:

August 3, 2020

Address for giving notices:

1410 Freeport Blvd Sparks, NV 89431

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

NELSON ELECTRIC CO INC

Licensed since September 27, 1979

License No. **0016697**

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

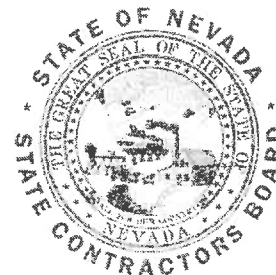
PRINCIPALS:

ROBERT NELSON, President, QI

C-2 Electrical

LIMIT: Unlimited
EXPIRES: 09/30/2021


Chair, Nevada State Contractors Board



Telephone Number: 775-358-0643

Fax Number: 775-358-0674

Contact Name and e-mail address: Tony Promise

tonyp@nelsonelectric.net

Bidder's/Contractors License No.: 016697

++END OF BID SCHEDULE++

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Nelson Electric Co., Inc.
1410 Freeport Blvd.
Sparks, NV 89431

SURETY (Name, and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schumburg, IL 60196

OWNER (Name and Address): **City of Fernley**
595 Silver Lace Blvd
Fernley, NV 89408

BID

Bid Due Date: **Wednesday, August 5, 2020**
Description: **Well #4 Generator Installation**

BOND

Bond Number: **FDM00429**

Date: **July 30, 2020**

Penal sum Not to exceed five percent of the bid amount

Not to exceed 5%
of the bid amount
\$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Nelson Electric Co., Inc.
Bidder's Name and Corporate Seal

SURETY

Fidelity and Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By: 

Signature

Robert W Nelson

Print Name

August 3, 2020

Title

By: 

Signature (Attach Power of Attorney)

Sandra R. Black

Print Name

Attorney-in-Fact

Title

Attest: _____

Signature

Title

Attest: _____

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 7/30/2020 before me, S. Evans, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

S. Evans

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Fidelity and Deposit
Company of Maryland

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Sokha K. EVANS and Sandra R. BLACK, both of Concord, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of November, A.D. 2019.



By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

**State of Maryland
County of Baltimore**

On this 14th day of November, 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

LIST OF PROPOSED SUBCONTRACTORS

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount (circle one)? Yes No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract:

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

Portion of Work

Subcontractor's Name and License #

1. FOR ANY WORK NOT SPECIFICALLY LISTED IN ITEMS 2-9 BELOW, THE BIDDER (PRIME CONTRACTOR) SHALL LIST HIS NAME ON THE RIGHT.

Nelson Electric Company, Inc.

 016697

2. Excavation/Backfill & Concrete

Peek Brothers

 0077037, 0079201

3. _____

4. _____

5. _____

6. _____

7. _____

2 HOUR SUBCONTRACTOR NOTIFICATION

Pursuant to NRS 338.141(1)(b) contractors submitting the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Bidders may complete this form and submit with the Bid, which will meet the 2 hour notification requirement.

Portion of Work	Subcontractor's Name and License #
1. Electrical Installation	Nelson Electric Company, Inc. 016697
2. Excavation/Backfill & Concrete	Peek Brothers 0077037, 0079201
3. Machinery Moving/Rigging	Industrial Logistics Services 46276
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	

LIST OF PROPOSED MATERIAL SUPPLIERS

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

	Equipment/Material	Manufacturer/Supplier
1.	GENERATOR	Cashman Equipment
2.	GEAR	Siemens/Eaton
3.		
4.		
5.		
6.		
7.		

PREFERENTIAL BIDDER STATUS

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

 X Copy of Certificate of Eligibility to receive a preference in bidding is attached.
(Initial or check if applies)



Signature

Robert W Nelson

Title

Subscribed and sworn to this 3 day of August , 2020.



NEVADA STATE CONTRACTORS BOARD

160130

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

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

CERTIFICATE NUMBER: **SBPC-02-06-06-0034**

NELSON ELECTRIC CO., INC. (HEREIN THE "CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **16697** ORIGINAL ISSUE DATE: **09/27/1979** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C-2 ELECTRICAL** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO **WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC PUBLIC WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE CONTRACTOR.**

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **OCTOBER 1, 2019** AND EXPIRES ON **SEPTEMBER 30, 2020**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE **10/28/2019**
FOR MARGI GREIN, EXECUTIVE OFFICER



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