

Pahrump Community Library
Minutes of the December 9, 2024 Meeting

1. Call to Order

Meeting called to order at 10:07 am.

2. Members Roll Call

In Attendance: Trustee Matthew Morris, Trustee Dee Mounts, Vice Chair Runion, Chair Shewalter, Commissioner Frank Carbone, Michelle Nelson, Kim Thomas, Julie Butland, Acting Director Shanna Gibbons

Absent: Secretary Kelly Green

3. Pledge of Allegiance

Trustee Mounts led the Pledge of Allegiance prior to the Call to Order.

4. GENERAL PUBLIC COMMENT: (*Action will NOT be taken on matters considered during this period until specifically included on an agenda as an action item.)

There is no public comment.

5. Trustee/Director/Liaison Comments – This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

Commissioner Carbone says he is getting short on time and hopes everyone will come to the Board of County Commissioners meetings even after he leaves. He has enjoyed his time as commissioner.

Acting Director Gibbons has no comment.

Trustee Morris has no comment.

Trustee Mounts wants to thank Commissioner Carbone for all his service.

Vice Chair Runion has no comment.

Chair Shewalter says he is grateful for Commissioner Carbone's leadership and service as liaison.

With no further comment, item 5 is closed.

Item 8

6. Approval of December 9, 2024 Agenda (Non-action item)

Item 7 is struck as there are no emergency items.

Without objection, the December 9, 2024 agenda is approved.

7. For Possible Action: Emergency Items

There are no emergency items.

8. For Possible Action: Discussion and deliberation to approve or amend and approve the meeting minutes for November 12, 2024.

Vice Chair Runion makes a motion to approve the meeting minutes November 12, 2024. Trustee Morris seconds the motion.

There no comment.

Chair Shewalter calls the question to approve the meeting minutes for November 12, 2024. The measure passes 4-0 with one absent.

9. Presentation: Treasurer's Report by Shanna Gibbons for discussion of monthly expenditures and revenue for November 2024.

Acting Director Shanna Gibbons reads from her report beginning on page 8, item 9 of the backup.

10. For Possible Action: Discussion and deliberation to approve or amend and approve payment vouchers for November 2024 through December 2024.

Acting Director Gibbons reads from the backup beginning on page 9 item 10.

Trustee Morris asks if C & S Waste Solution is monthly or weekly.

Acting Director Gibbons says it is the first month and delivery fee on each and it is only a rental.

Chair Shewalter asks what work Network Savants did.

Acting Director Gibbons says we got a new employee who needed set up and she doesn't remember what else.

Michelle Nelson asks if page 11B is the pre-authorization for next year. She says it is not on the agenda and needs to be put on as a separate agenda item.

Vice Chair Runion makes a motion to approve the payment vouchers for November 2024 through December 2024.

Trustee Morris seconds.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

11. Presentation: Librarian's Report by Shanna Gibbons for discussion on library activity for November 2024. Report activities include patron traffic, books checked out, books returned, fees collected, online story time, STEAM, internet use, website usage and materials added.

Acting Director Gibbons reads from her report on page 12, item 11 in the backup.

Julie Butland reads the kids' department statistics. Pancakes with Santa will be December 21 at the coalition.

Trustee Mounts asks if animals can go too.

Chair Shewalter asks how the dog program is going, and Julie Butland says we cut it for December since we are busy packing.

12. For Possible Action: Closure of meeting, pursuant to NRS 241.030 for purposes of interviewing applicant Kimberly Thomas for the position of Library Director, including considering the applicant's character and professional competence.

Chair Shewalter makes a motion for additional backup to be added as Ms. Thomas's resume did not get added to the backup. There is a second by Vice Chair Runion.

There is no comment.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

Chair Shewalter makes a motion to close the meeting pursuant to NRS 241.030 to interview applicant Kimberly Thomas for the position of Library Director, including considering the applicant's character and professional competence. Trustee Morris seconds.

Chair Shewalter calls the question to close the meeting.

The measure passes 4-0 with one absent.

The meeting goes into recess at 10:35 am. Additional backup is distributed.

13. Closed meeting: pursuant to NRS 241.030 for purposes of conferring and interviewing applicant Kimberly Thomas for the position of Library Director, including considering the applicant's character and professional competence.

Chair S

14. 11:00 am - For Possible Action: Discussion and deliberation on (1) the interviewing of applicant Kimberly Thomas for the position of Library Director as presented in closed meeting, including considering their character and professional competence, (2) appointment of Kimberly Thomas as Library Director, or (3) direct staff to readvertise for the position of Library Director.

The meeting reconvenes at 11:12 am.

Michelle Nelson says she personally service notice to the applicant and would like the notice along with proof of service to be attached to the minutes.

Chair Shewalter asks if Miss Thomas would like to say anything or if she would like anyone to speak on her behalf and if anyone has anything to say in favor or in opposition of hiring her.

Kimberly Thomas asks Shanna Gibbons to speak on her behalf.

Shanna Gibbons speaks in favor of hiring Kimberly Thomas. She says she has been working closely with Kim since Vanja left and even before then with the dog program. Kim has already been helping with the director position, helping with the bills and providing input when asked. She says they work well together.

Julie Butland says she supports hiring Kim and it is important for the director and assistant director to get along.

Kraven Betancourt speaks in favor of hiring Kim, saying they have worked together for the better part of a year and it is good the staff get a chance to vet the applicant.

Kimberly Thomas says thank you.

Public comment:

Ann Underdahl says as a library patron she has had some interaction with Kimberly Thomas and found her very helpful and she is in support of Kim's appointment.

Helen Schneider says as a qualified librarian she looked up Kim's credentials and has seen her here and thinks the board would be remiss in not appointing her.

Chair Shewalter says he has been working with Kim on the flooring project and talked with her and was pleased to see her apply for the director position because he thinks hiring from inside is a great thing and it makes the transition easier. Kim stepped in and helped Dee with the Tales with Pebbles program. She has been very involved in helping Shanna with the flooring project. The previous director had tasks that were being ignored and Kim seems able to finish those projects.

Vice Chair Runion says having a background in IT will help.

Trustee Mounts says she is in favor of hiring Kim. She has experience working with her and was impressed with her organizational skills.

Trustee Morris says Miss Thomas has a skillset that would be very valuable to this library, but if selected he would encourage her to be proactive in improving her leadership skills to present a confident director.

Chair Shewalter makes a motion to appoint Kimberly Thomas Library Director.

Vice Chair Runion seconds.

The measure passes 4-0 with one absent.

15. For Possible Action: Discussion and deliberation regarding (1) the start date for the position of Library Director, (2) the starting salary for the position of Library Director

There is a 10 minute recess called at 11:30 am.

Chair Shewalter calls the meeting back to order at 11:42 am.

Chair Shewalter makes a motion to set the start date for the position of Library Director as January 6, 2025 with a starting salary of \$85,000 annually. Vice Chair Runion seconds the motion.

Public comment:

Ann Underdahl says she did research on librarians in Nevada and \$85,000 is very fair.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

16. For Possible Action: Discussion and deliberation to (1) reassign Shanna Gibbons to the position of Assistant Director, (2) set the date that the reassignment of Shanna Gibbons is to become effective, and (3) return Shanna Gibbons to her Assistant Director salary.

Chair Shewalter makes a motion to (1) reassign Shanna Gibbons to the position of Assistant Director, (2) set the start date for January 6, 2025, and (3) return Shanna Gibbons to her Assistant Director salary as of January 6, 2025.

Trustee Morris seconds the motion.

Trustee Mounts says Shanna has done a really good job.

Vice Chair Runion says he is grateful she has stepped into this position not once, but twice and says thank you.

Chair Shewalter says he wants to reiterate those comments.

The measure passes 4-0 with one absent.

17. For Possible Action: Discussion and deliberation to accept or reject Smooth Movers estimate in the amount of \$9,779.00 for the moving of furniture, books, shelving.

Chair Shewalter makes a motion to accept the estimate in the amount of \$9,779.00 for the moving of furniture, books, shelving.

Trustee Morris seconds.

There is discussion of the logistics of the move and unbolting of the shelves.

Vice Chair Runion says Smooth Movers was the only of the local movers to respond to him and the bid was competitive, they are licensed and bonded.

Chair Shewalter says he has confidence in Mr. Runion's work on this.

Ann Underdahl says the bid is close to the \$10,000 limit that was discussed when the camera systems were being put in and asks what is the industry variable.

Vice Chair Runion says Smooth Movers built in a 20% contingency which is industry standard to cover overages.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

18. For Possible Action: Discussion and deliberation to accept or reject Gunnys Air Conditioning and Plumbing estimate in the amount of \$3,250 for the replacement of toilets, urinal, handicap rails and wall mount hand sink.

Chair Shewalter says he has a concern about this bid in that it excludes the stall walls.

Item 18 dies for lack of a motion.

19. Trustee/Director/Liaison Comments: - This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

Acting Director Gibbons says our last day open is December 14, 2024 so we can pack, organize, and get ready.

Kimberly Thomas says thank you very much and she is excited.

Chair Shewalter says we will need to have a special meeting to get the paint approved. He says congratulations to Miss Thomas.

Vice Chair Runion says thank you for the work on the flooring project. He says welcome aboard to Kim and thank you to Shanna.

Trustee Mounts says thank you to Shanna, Julie, and Kim. She congratulates Kim.

Trustee Morris says he concurs with the comments about Shanna's abilities and asks whether we need more volunteers. Shanna says maybe later when we need to move the boxes. He welcomes Kim aboard.

There is discussion of the special meeting date. The special meeting will be December 23rd, 2024 at 10:00 am at 701 East St., Pahrump, NV 89048 in the meeting room.

20. Adjournment

Meeting adjourned at 12:09 pm.

Pahrump Community Library
Minutes of the December 23, 2024 Special Meeting

1. Call to Order

Meeting called to order at 10:07 am.

2. Members Roll Call

In Attendance: Secretary Kelly Green, Trustee Matthew Morris, Vice Chair Runion, Chair Shewalter, Commissioner Frank Carbone, Kim Thomas, Barbara Ferido, Julie Butland, Acting Director Shanna Gibbons

Absent: Trustee Mounts, Michelle Nelson

3. Pledge of Allegiance

A member of the public led the Pledge of Allegiance prior to the Call to Order.

4. GENERAL PUBLIC COMMENT: (*Action will NOT be taken on matters considered during this period until specifically included on an agenda as an action item.)

There is no public comment.

5. Trustee/Director/Liaison Comments – This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

Commissioner Carbone says he hopes everyone has a great Christmas.

Acting Director Gibbons says thank you to Frank Carbone.

Kimberly Thomas says she is happy to be here.

Secretary Green says Merry Christmas.

Trustee Morris says thank you to Commissioner Carbone.

Vice Chair Runion has no comment.

Chair Shewalter thanks Commissioner for being a great liaison.

With no further comment, item 5 is closed.

6. Approval of December 23, 2024 Agenda (Non-action item)

Item 7 is struck as there are no emergency items.

Without objection, the December 23, 2024 agenda is approved.

7. For Possible Action: Emergency Items

There are no emergency items.

8. For Possible Action: Discussion and deliberation to approve or reject the 2025 Authorization to Pre-Pay Community Library Bills Under Specific Circumstances.

Chair Shewalter makes a motion to approve the 2025 Authorization to Pre-Pay Community Library Bills Under Specific Circumstances.

Vice Chair Runion seconds.

The measure passes 4-0 with one absent.

9. For Possible Action: Discussion and deliberation to approve, amend and approve, or reject Smooth Movers revised estimate in the amount of \$17,850.00 for the moving services.

Chair Shewalter makes a motion to approve the Smooth Movers revised estimate in the amount of \$17,850.00 for the moving services.

Secretary Green seconds.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

10. For Possible Action: Discussion and deliberation to approve, amend and approve, or reject Gunnys Air Conditioning and Plumbing revised estimate in the amount of \$12,070.00 to remove and reinstall all plumbing and wall mounted fixtures in 5 bathrooms.

Chair Shewalter makes a motion to approve Gunnys Air Conditioning and Plumbing revised estimate in the amount of \$12,070.00 to remove and reinstall all plumbing and wall mounted fixtures in 5 bathrooms.

Trustee Morris seconds the motion.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

11. For Possible Action: Discussion and deliberation to: (a) discuss the estimates received for painting the interior of the Pahrump Community Library; (b) award

project to Nevada Painting Company in the amount of \$57,500.00, or CentraPro Painters of Southern Nevada in the amount of \$65,778.00, or Rudy's Elite Renovations, LLC in the amount of \$96,320.00; (c) approve, amend and approve, or reject the contract with the selected bidder; (d) fund as determined by the Board; or (e) reject bids and provide direction to staff on how to proceed with the project.

Public comment:

Dave Ochenrider asks if Open Meeting Law requires the library to take the lowest bid regardless of qualifications.

Chair Shewalter says no.

Chair Shewalter makes a motion to award the project to Nevada Painting Company in the amount of \$57,500.00, approve the contract with the selected bidder, and fund through the capital projects fund.

Chair Shewalter says the most expensive bid didn't cover everything, and CertaPro had too many exclusions.

Vice Chair Runion says he agrees.

Trustee Morris says he has no comment.

Secretary Green says she agrees to start with the low bid and it can go up if things need added.

Public comment:

Karen Waldman says their contractor license expires in March 2025, so keep an eye on that.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

12. Trustee/Director/Liaison Comments: - This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

Acting Director Gibbons says Merry Christmas and thank you for coming.

Kimberly Thomas says Merry Christmas and thanks for coming.

Chair Shewalter says we will need to have a special meeting to get the paint approved. He says congratulations to Miss Thomas.

Vice Chair Runion says this was the best meeting ever.

Chair Shewalter says this was a great year. We got a lot done.

13. Adjournment

Meeting adjourned at 10:29 am.

Pahrump Community Library
Minutes of the February 28, 2025 Meeting

1. Call to Order

Meeting called to order at 10:15 am.

2. Members Roll Call

In Attendance: Secretary Kelly Green, Trustee Matthew Morris, Trustee Dee Mounts, , Chair Shewalter via Zoom, Michelle Nelson via Zoom, Kim Thomas Director, Julie Butland, Assistant Director Shanna Gibbons. Secretary Green acted as Chair during the meeting due to Chairman Shewalter not attending in person and Vice-Chair Runion was absent.

Absent: Vice Chair Runion

3. Pledge of Allegiance

Trustee Morris led the Pledge of Allegiance prior to the Call to Order.

4. GENERAL PUBLIC COMMENT: (*Action will NOT be taken on matters considered during this period until specifically included on an agenda as an action item.)

There is no public comment.

5. Trustee/Director/Liaison Comments – This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

There are no comments.

6. Approval of February 28, 2025 Agenda (Non-action item)

Item 7 is struck as there are no emergency items.

Without objection, the February 28, 2025 agenda is approved.

7. For Possible Action: Emergency Items

There are no emergency items.

8. For Possible Action: Public Hearing

Dan McArthur CPA provided draft copies of the Financial Audit Report for year ending June 30, 2024 to the members of the board and staff. A copy for the public was made available on the library's website as well a copy in person during the meeting.

DanMcArthur reviewed the audit findings and reported that the fund balance is increasing as well as the stability of the library. After reviewing, he noted that there were no violations or significant issues and the library was found to be in good standing.

Trustee Morris made a motion to adopt the financial audit statement for fiscal year ending June 30, 2024 for the Pahrump Community Library and Trustee Mounts seconded the motion.

The measure passes 4-0 with one absent.

9. Trustee/Director/Liaison Comments: - This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

The Trustees and Director Thomas thanked Dan McArthur for coming out to review the audit and that they appreciate his time.

10. Adjournment

Meeting adjourned at 10:41 am.

Credit Card Breakdown March 2025 Meeting

Name	Item	Date	Amount	
Ebay	Remote	2/27/2025	\$	48.15
Home Depot	Paint supplies	2/26/2025	\$	23.53
Home Depot	Chairs	2/16/2025	\$	142.57
BreathEZ Self Storage	Storage unit 8	2/13/2025	\$	130.00
BreathEZ Self Storage	Storage unit 9	2/13/2025	\$	130.00
BreathEZ Self Storage	Storage unit 10	2/13/2025	\$	130.00
BreathEZ Self Storage	Storage unit 11	2/13/2025	\$	130.00
Walmart	Supplies/paint	2/12/2025	\$	94.83
Zoom	Teleconferencing	2/7/2025	\$	15.99
Home Depot	Paint supplies	2/5/2025	\$	62.05
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

907.12

total 907.12

Petty Cash - March 2025 Meeting

Name	Item	Date	Amount
NSB Petty Cash	Analysis Fee	12/23/2024	\$ 10.03
NSB Petty Cash	Analysis Fee	1/21/2025	\$ 9.59
NSB Collections	Analysis Fee	12/23/2024	\$ 24.90
NSB Collections	Analysis Fee	1/21/2025	\$ 11.76
			\$
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			\$
			\$

56.28

Kelly Green

John Shewalter

Dee Mounts

Matt Morris

Michael Runion

General Fund Payments

Mar-25

Vendor Name	Item	Recurrence	Amount
A & H Insurance	Insurance	Annual	\$
AT&T	Phone	Monthly/Annual	\$
Awards Plus	Supplies	As Needed	\$
Baker & Taylor	Books	Monthly	\$
Blackstone Audio	Audio	Monthly	\$
Book Page	Magazine	Yearly	\$
C&S Waste Solutions/Pahrump Valley Disposal	Trash	Monthly	\$ 180.18
Center Point Large Print	Books	Yearly / As needed	\$
Comtech Business System	Phone	As Needed	\$
Cutting Edge Lawn Care	Lawn	Monthly	\$ 180.00
Daniel C. McArthur	Accountant	As Needed	\$
Data2	Databases	As Needed	\$
Demco	Supplies	As Needed	\$
EBSCO	Databases	As Needed	\$
Findaway	Audio	Monthly	\$ 369.13
Follett	ebooks	Annual	\$
Gale	Books	Monthly	\$ 121.48
Genuine Pest Control	Pest Control	Monthly	\$ 170.00
Great Basin Water	Water	Monthly	\$
Grey House Publishing	Books	As Needed	\$
Gunny's	HVAC	As Needed	\$
Industrial Light & Power	Lighting	As Needed	\$
Joe's Sanitation/Nevada Site Services	Storage Containers	Monthly	\$ 374.84
Johnson Controls	Alarm	Annual	\$
Kully	Equipment	As Needed	\$
Las Vegas Review Journal	Ads	As Needed	\$ 134.52
Legislative Counsel Bureau	Books	As Needed	\$
Library Store	Supplies	As Needed	\$
Marks Service Center	Supplies	As Needed	\$
Mastercraft Electronics	Electronics	As Needed	\$
Nevada Library Cooperative	ebooks	As Needed	\$
Nevada Public Agency Insurance Pool	Insurance	Annual	\$
Nevada State Bank	Credit Card	Monthly	\$ 907.12
Network Savants	IT	As Needed	\$ 304.65
Office1	Copies	Monthly	\$
Overdrive/Kanopy	Digital/Streaming	Annual/Monthly	\$
Pahrump Valley Glass	Windows	As Needed	\$
Peter's Carpet Cleaning	Carpet	As Needed	\$
Pitney Bowes	Supplies	As Needed	\$
Princh	Printing	Annual	\$
Public Agency Compensation Trust	Workers Comp	Quarterly	\$ 1117.50
Staples	Supplies	As Needed	\$
State of Nevada Legislative Counsel Bureau	Books	As Needed	\$
Statewide Fire Protection	Inspection	As Needed/Quarterly	\$
Summit	Fire Protection	As Needed	\$
T-Mobile	Hotspots	Monthly	\$ 492.00
Uline	Supplies	As Needed	\$ 289.14
USA Today	Newspaper	As Needed	\$
Userful	Computers	Annual	\$
Valley Electric	Power	Monthly	\$
Valley Electric	Internet	Monthly	\$
Vortex	Doors	As Needed	\$
World Book	Books	As Needed	\$

Total	\$ 4,640.56
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See Authorization to Pre-Pay Letter

 Kelly Green

 John Shewalter

 Dee Mounts

 Matt Morris

 Michael Runion

MATERIALS WITH USAGE July 1, 2024 - June 30, 2025

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
TOTAL USAGE	6762	6691	6047	6333	5702	7112	4162	4179
Childrens' (in-house)	2117	2040	1721	1977	1594	1404	490	562
Adults' (in-house)	3247	3185	2922	3010	2828	4468	2421	2523
TOTAL USAGE (in-house)	5364	5225	4643	4987	4422	5872	2911	3085
OverDrive (digital media)	1398	1455	1390	1273	1261	1221	1219	1072
Kanopy (digital streaming)	0	11	14	73	19	19	32	22
TOTAL USAGE (digital)	1398	1466	1404	1346	1280	1240	1251	1094
% childrens' (in-house)	0.39	0.39	0.37	0.40	0.36	0.24	0.17	0.18
% adults' (in-house)	0.61	0.61	0.63	0.60	0.64	0.76	0.83	0.82
TOTAL MATERIALS ADDED	244	143	141	121	87	86	115	91
in-house materials added	230	129	126	106	73	73	95	79
eAudio titles added	3	2	5	2	4	3	3	4
eBook titles added	11	12	10	13	10	10	17	8
Patron Count	5906	5730	5217	5835	4693	2638	0	0
Swaps	264	214	200	225	145	1961	0	0
Website Users	838	995	697	813	789	685	684	816
Website Sessions	1442	1365	1261	1012	1009	1020	899	1035
Internet/computer usage	661	667	466	543	438	275	0	0
Wireless	1007	690	712	729	588	399	0	0
Ref Transactions	1264	1366	1020	1278	1135	583	0	0
Ref Questions/ILL's	61	62	50	51	54	27	0	0
Legal Kiosk	21	16	17	25	16	1	0	0
Curbside Pickups	81	55	74	62	74	200	122	172
Curbside Returns	68	49	77	63	63	51	62	138
Patrons	27	21	22	22	26	26	52	73
Ref/Audlt/Comp/FABC	24	17	21	23	21	13	10	11
Train Raffle \$98.00						122		
Tales with Pebbles	0	0	3	8	8	0	0	0
Babytime	0	0	37	142	58	16	0	0
Story Time	0	0	29	159	64	27	0	0
Reading/Passive Programs	24	0	0	33	76	0	0	0
Youth Game Day	0	0	0	28	0	0	0	0
Holiday Parties	0	0	0	0	0	78	0	0
Teen Club/Teen Party	40	53	0	0	0	0	0	0

PAHRUMP VALLEY TIMES

Pahrump Valley Times
1570 East Highway 372
Pahrump, Nevada 89048

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF NYE) SS:

PAHRUMP COMMUNITY LIBRARY
701 EAST ST
PAHRUMP NV 89048

Account #
Order ID

104004
329709

Suzanne Cochrell, being 1st duty sworn, deposes and says: That she is the Legal Clerk for the Pahrump Valley Times, a bi-weekly newspaper regularly issued, published and circulated in the Town of Pahrump, County of Nye, State of Nevada, and that the advertisement, a true copy attached for, was published in said Pahrump Valley Times, in 3 edition(s) of said newspaper issued from 02/07/2025 to 02/21/2025, on the following day(s):

02/07/2025, 02/14/2025, 02/21/2025

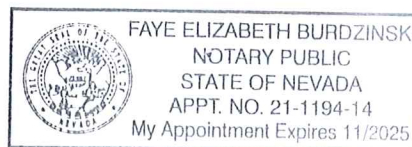
Suzanne Cochrell

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this February 21, 2025

Notary

Faye Elizabeth Burdzinski



NOTICE OF REQUEST FOR BID NO. 2024-001/ PWP-NY-2025-189 LIBRARY FLOORING REPLACEMENT PROJECT

NOTICE IS HEREBY GIVEN that the Pahrump Community Library District, (herein called the "LIBRARY") invites RESPONSES for the Library Flooring Replacement Project. The bid can be attained at:
<https://www.pahrumplibrary.org/bid> or contact Kimberly Thomas, Library Director at kthomas@pahrumplibrary.org, (775) 727-5930 ex 104

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 responses must be in a sealed envelope clearly marked "BID NO. 2024-001/PWP- NY-2025-189 LIBRARY FLOORING REPLACEMENT PROJECT". No verbal, e-mailed, or facsimile transmitted responses will be accepted or considered. Bids will be accepted at the Library, 701 East St, Pahrump, NV 89048, until February 28, 2025 at 10:00 am. Bid opening will commence at the same time and location as bids received. "Pahrump Community Library District is an Equal Opportunity Employer and Provider"
PUBLISH: Feb. 7, 14, 21, 2025.

Item 12

JOE LOMBARDO
Governor

STATE OF NEVADA

DR. KRISTOPHER SANCHEZ
Director

BRETT HARRIS
Labor Commissioner



**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER**

December 10, 2024

Shanna Gibbons
Pahrump Community Library
701 East St
Pahrump NV 89048

RE: Public Works Identification Number Request

Dear Shanna Gibbons:

The Office of the Labor Commissioner (OLC) has assigned PWP-NY-2025-189 for Flooring Replacement Project. Please be advised of the following statutory requirements:

Notice of Award:

Per NRS 338.013(1), Each public body which awards a contract for any public work shall report its award to the labor commissioner within 10 days after the award, giving the name and address of each contractor who will be engaged on the work and the identifying number. Please supply the following information by email within 10 days of awarding the contract.

Notice of Completion:

Per NRS 338.013(4), to report to the Labor Commissioner the completion of all work performed on a public work before the final payment is due to the contractor. Please supply the following information by email within 30 days after the final completion.

Please contact us if you have any questions or concerns regarding this matter.

Sincerely,

Office of the Labor Commissioner
Public Works Unit



**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER**

**REQUEST FOR PUBLIC WORKS IDENTIFYING NUMBER (PWP NUMBER)
PURSUANT TO NRS 338.013(1)**

AWARDING BODY INFORMATION

County: Nye PWP-NY-2025-189
Awarding Body: Pahrump Community Library
Address: 701 East St
Phone: 775-727-5930
Fax: 775-727-6209
Contact Person/Title: Shanna Gibbons
E-Mail: assistdir@pahrumplibrary.org

BID INFORMATION

Bid Opening Date: 12/23/2024
Estimated Award Date: 01/31/2025
Estimated Cost: \$200,000.00
Bid/Contract #: 2024-001
Project Name: Flooring Replacement Project
Location: Las Vegas
Bid Type: Sealed Bids
Description: Removal of existing carpet, base, tile, and any other materials necessary for the acquisition and installation of new carpet tiles, porcelain tile, and vinyl tile.

Date Received by OLC 12/09/2024 Date Returned 12/10/2024-AC

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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1. GENERAL INSTRUCTIONS TO BIDDERS

1.1 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.

1.2 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.**

1.3 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, Presentation Senate Bill 82 dated 12-12-23, Senate Bill 82 OLC Summary dated 12-12-23 and any other posted information.

(https://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

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/

1.4 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.

1.5 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.**

1.6 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.

1.7 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.

2. SPECIAL PROVISIONS

2.1 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.

2.2 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:

- 2.2.1 The Library where referenced is made to the agency administering the contract;
- 2.2.2 Pahrump Community Library District Director or Board of Trustees Chairman where reference is made to contract payments or manager.

2.3 PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.3.1 The Library will furnish the prospective bidder with a proposal form.
- 2.3.2 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.
- 2.3.3 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.

2.4 AWARD AND EXECUTION OF CONTRACT

- 2.4.1 The award of contract will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed.
- 2.4.2 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.

2.5 BEGINNING OF WORK, "TIME OF COMPLETION"/LIQUIDATED DAMAGES

- 2.5.1 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.
- 2.5.2 Attention is directed to the provisions in Section 2.6 "TERMINATION".
- 2.5.3 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.
- 2.5.4 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, statute, or otherwise.

2.6 TERMINATION

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.

2.7 PAYMENT

- 2.7.1 Payments will be on a progress payment basis, as stipulated in the Schedule of Items and Unit Prices, at the accepted price.
- 2.7.2 Deletion of any work by the Library shall be deemed non-compensable to the Contractor.
- 2.7.3 Include in the Unit Price overhead, profit, and all incidental costs.
- 2.7.4 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.

2.8 BONDS

- 2.8.1 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.
- 2.8.2 A performance bond in an amount equal to one hundred percent (100%) of the total Contract amount must be provided by the Contractor.
 - 2.8.2.1 The bond must be furnished to the Library at 701 East St., Pahrump, NV 89048, (775) 727-5930, 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.
 - 2.8.2.2 The performance bond must guarantee the faithful performance by the Contractor of all the terms of the Contract.
- 2.8.3 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.
 - 2.8.3.1 The bond must be furnished to the Library at 701 East St., Pahrump, NV 89048, (775) 727-5930, 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.
 - 2.8.3.2 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.

2.9 SUBCONTRACTING

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

2.10 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):

- a. 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.
- b. Contractor to provide dumpster for disposal.
- c. Demo existing Marble Thresholds, Tile Floors, Tile Walls, and existing backerboard.
- d. Backerboard – Install ½" Denseshield Backerboard.
- e. Waterproof – Install waterproof membrane on floors and up walls
- f. Floor Tile – install Dal Tile in color Calgary Fog CG42 12" x 24".
- g. Wall Tile – install Dal Tile in color Calgary Fog CG42 24" x 48".
- h. Schluter Jolly Brushed Nickel in color ATGB at top of Wall Tile and at Vertical Outside Corners of Walls and at Door Casing.
- i. Schluter Dilex AHKA Brushed Nickel in color ATGB with Inside and Outside Corners at floor to wall transitions.
- j. Schluter Reno TK Brushed Nickel in color ATGB at door jamb transitions from Tile to Carpet.
- k. Custom Prism Grout on Floor Tile and Wall Tile..

2. Carpet Tile (All Carpet Areas):

- a. Provide Moisture Tests.
- b. Demo existing Carpet.
- c. Grind and address concrete joint heaving that is running East / West through building. Contractor will provide a reasonably clean and level floor surface.
- d. Transitions to Luxury Vinyl Tile (LVT) and Concrete.

3. Luxury Vinyl Tile (LVT) (7 Areas):

- a. Provide Moisture Tests.

- b. Demo existing Flooring.
 - c. Install Luxury Vinyl Tile (LVT)
 - d. Transitions to Carpet Tile and Concrete.
4. Base Molding (All Carpet Tile and LVT Areas):
- a. Demo existing Base. Remove all adhesives as needed.
 - b. Base – Tarkett Johnsonite 4" DC-VL4 Cool Metal Cove Coil Rubber Base in all new LVT and Carpet Tile work areas.
 - c. Caulk to match at door casings.
5. Entry Mats (2):
- a. Demo existing Entry Mats in two entries.
 - b. 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.

2.10.1 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.

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

2.11 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

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.**

<u>Schedule of Items and Prices</u>					
<u>PAHRUMP COMMUNITY LIBRARY FLOORING REPLACEMENT PROJECT</u>					
<u>Item No.</u>	<u>Description of Work</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
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)	176	SY	\$ _____	\$ _____

	EXPERIENCE 86535 33 boxes				
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 ALL PERSONS 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.
3. 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.
4. 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 or 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

Contractor Information

ARTICLE 18: MISCELLANEOUS PROVISIONS

A. 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.

B. 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.

C. 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
Board of Trustees

By: _____
John Shewalter, Chair
Pahrump Community Library Board of Trustees

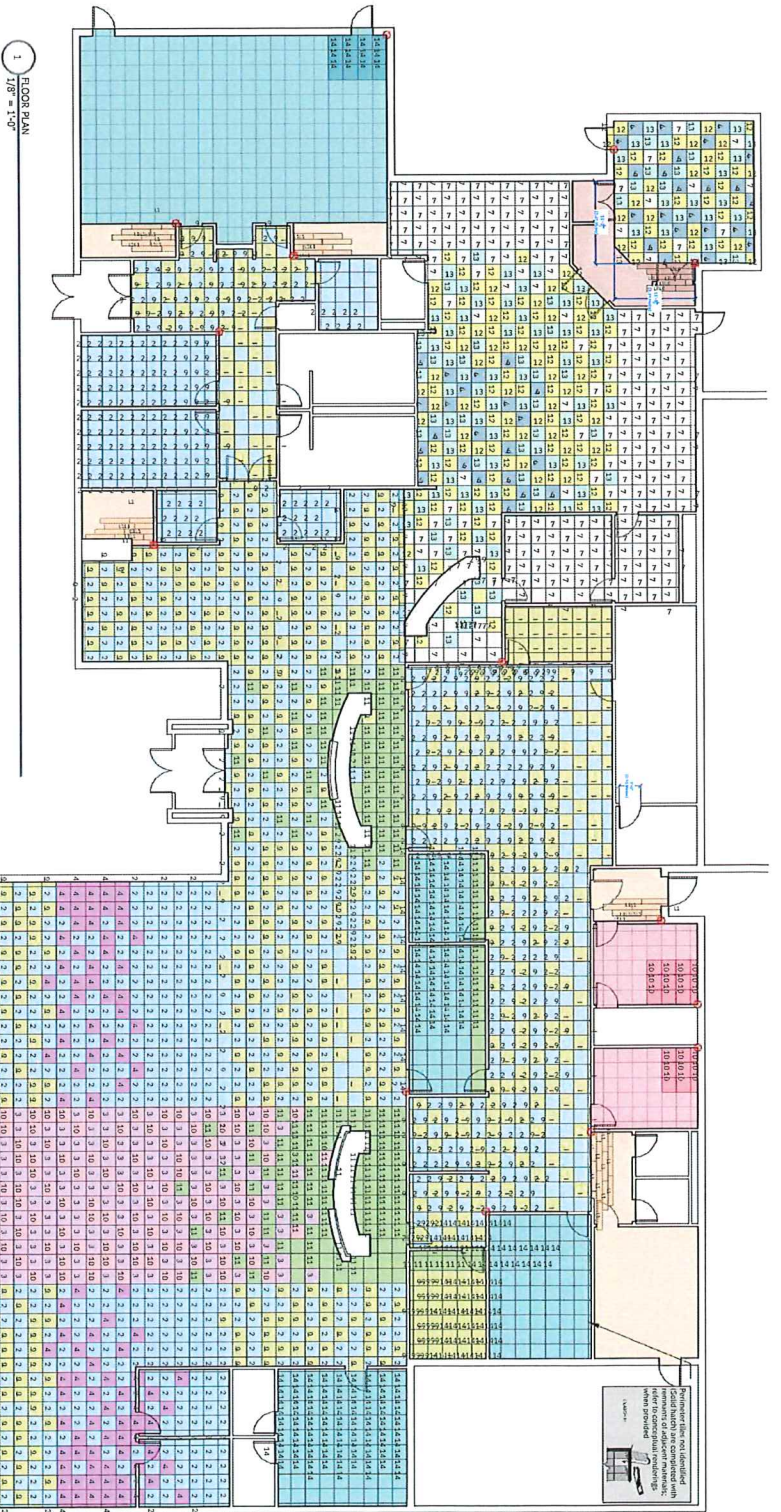
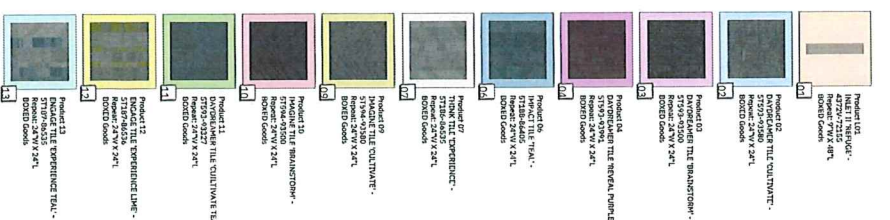
Company Name

By: _____
CONTRACTOR

Printed Name

PRODUCT DESCRIPTIONS

The below images do not represent exact color or proportions, and may show portions of multiple of pattern repeats; refer to physical samples for this information



1 FLOOR PLAN
1/8" = 1'-0"

Tile patches with start point describes installation pattern and start point of overall pattern in specified areas.

Example: 14 14 14
1 4 14 14

Estimate and / or diagrams were based off plans from which we could not confirm dimensions.
Field Verification is strongly recommended prior to ordering

Pahrump Community Library - Remodel - ----

Tile installation Diagram

The following guide is for general informational purposes, and may show various examples of pattern repeats, refer to physical samples for this information

	Product 1A 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1B 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1C 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1D 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1E 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1F 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1G 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1H 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1I 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1J 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1K 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1L 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1M 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1N 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1O 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1P 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1Q 12" x 12" x 1/2" 477-2222 Dotted Dots
	Product 1R 12" x 12" x 1/2" 477-2222 Dotted Dots

Product 1A
12" x 12" x 1/2"
477-2222
Dotted Dots



Pahump Community Library - Remodel - ----
Tile installation Diagram

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dawn Fykes; Dora Weyermiller; Erlon Saccamano; Tania Buchner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2016 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2016.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of November, 2022.



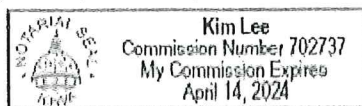
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of November 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of February, 2025.



William Warner Jr.
Secretary



February 12, 2025

Nevada Contract Carpet, Inc.
6840 W. Patrick Ln.
Las Vegas, NV 89118

RE: Bond Capacity

To Whom It May Concern:

Nevada Contract Carpet, Inc. has established a bonding line of credit with Merchants Bonding Company (Mutual). Merchants Bonding Company (Mutual) is an "A VIII" rated company by A.M. Best and is a federally approved surety by the U.S. Department of the Treasury, and is duly authorized by certificate of authority issued by the State of Nevada Division of Insurance.

The bonding line of credit for Nevada Contract Carpet, Inc. has been established at \$2,000,000 single limit with a \$4,000,000 aggregate. As always, any future request for surety credit will be based on the current underwriting information available at the time.

Should you need any additional information, you may reach me at (702)997-6292.

Respectfully,

A handwritten signature in cursive script that reads "Tania Buchner".

Tania Buchner, CIC
Attorney-In-Fact
Merchants Bonding Company (Mutual)

2470 St. Rose Parkway, Suite 309, Henderson, NV 89074

www.mahoneygroup.com

M&O Agencies, Inc.

Arizona, Michigan, Nevada, New Mexico, Utah, Washington, Wisconsin



NEVACON-01

AWEMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Mahoney Group - Las Vegas 2470 St. Rose Pkwy, Suite 308 Henderson, NV 89074	CONTACT NAME: PHONE (A/C, No, Ext): (702) 736-3671 FAX (A/C, No): (702) 736-3672 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: CENTRAL MUTUAL INSURANCE CO. NAIC # 20230 INSURER B: United Financial Casualty Co. 11770 INSURER C: Travelers Property & Casualty Ins. Co. 36161 INSURER D: CopperPoint American Insurance Company 13751 INSURER E: INSURER F:	
INSURED Nevada Contract Carpet, Inc. 6840 W. Patrick Ln. Las Vegas, NV 89118		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP 8664973	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			979280668	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			EX-1T782944-24-NF	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	1026087	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
License #843723

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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1. GENERAL INSTRUCTIONS TO BIDDERS

1.1 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.

1.2 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.**

1.3 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, Presentation Senate Bill 82 dated 12-12-23, Senate Bill 82 OLC Summary dated 12-12-23 and any other posted information.

(https://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

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/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

1.4 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.

1.5 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.**

1.6 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.

1.7 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.

2. SPECIAL PROVISIONS

2.1 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.

2.2 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:

- 2.2.1 The Library where referenced is made to the agency administering the contract;
- 2.2.2 Pahrump Community Library District Director or Board of Trustees Chairman where reference is made to contract payments or manager.

2.3 PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.3.1 The Library will furnish the prospective bidder with a proposal form.
- 2.3.2 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.
- 2.3.3 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.

2.4 AWARD AND EXECUTION OF CONTRACT

- 2.4.1 The award of contract will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed.
- 2.4.2 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.

2.5 BEGINNING OF WORK, "TIME OF COMPLETION"/LIQUIDATED DAMAGES

- 2.5.1 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.
- 2.5.2 Attention is directed to the provisions in Section 2.6 "TERMINATION".
- 2.5.3 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.
- 2.5.4 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, statute, or otherwise.

2.6 TERMINATION

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.

2.7 PAYMENT

- 2.7.1 Payments will be on a progress payment basis, as stipulated in the Schedule of Items and Unit Prices, at the accepted price.
- 2.7.2 Deletion of any work by the Library shall be deemed non-compensable to the Contractor.
- 2.7.3 Include in the Unit Price overhead, profit, and all incidental costs.
- 2.7.4 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.

2.8 BONDS

- 2.8.1 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.
- 2.8.2 A performance bond in an amount equal to one hundred percent (100%) of the total Contract amount must be provided by the Contractor.
 - 2.8.2.1 The bond must be furnished to the Library at 701 East St., Pahrump, NV 89048, (775) 727-5930, 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.
 - 2.8.2.2 The performance bond must guarantee the faithful performance by the Contractor of all the terms of the Contract.
- 2.8.3 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.
 - 2.8.3.1 The bond must be furnished to the Library at 701 East St., Pahrump, NV 89048, (775) 727-5930, 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.
 - 2.8.3.2 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.

2.9 SUBCONTRACTING

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

2.10 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):

- a. 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.
- b. Contractor to provide dumpster for disposal.
- c. Demo existing Marble Thresholds, Tile Floors, Tile Walls, and existing backerboard.
- d. Backerboard – Install ½" Denseshield Backerboard.
- e. Waterproof – Install waterproof membrane on floors and up walls
- f. Floor Tile – install Dal Tile in color Calgary Fog CG42 12" x 24".
- g. Wall Tile – install Dal Tile in color Calgary Fog CG42 24" x 48".
- h. Schluter Jolly Brushed Nickel in color ATGB at top of Wall Tile and at Vertical Outside Corners of Walls and at Door Casing.
- i. Schluter Dilex AHKA Brushed Nickel in color ATGB with Inside and Outside Corners at floor to wall transitions.
- j. Schluter Reno TK Brushed Nickel in color ATGB at door jamb transitions from Tile to Carpet.
- k. Custom Prism Grout on Floor Tile and Wall Tile..

2. Carpet Tile (All Carpet Areas):

- a. Provide Moisture Tests.
- b. Demo existing Carpet.
- c. Grind and address concrete joint heaving that is running East / West through building. Contractor will provide a reasonably clean and level floor surface.
- d. Transitions to Luxury Vinyl Tile (LVT) and Concrete.

3. Luxury Vinyl Tile (LVT) (7 Areas):

- a. Provide Moisture Tests.

- b. Demo existing Flooring.
 - c. Install Luxury Vinyl Tile (LVT)
 - d. Transitions to Carpet Tile and Concrete.
4. Base Molding (All Carpet Tile and LVT Areas):
- a. Demo existing Base. Remove all adhesives as needed.
 - b. Base – Tarkett Johnsonite 4" DC-VL4 Cool Metal Cove Coil Rubber Base in all new LVT and Carpet Tile work areas.
 - c. Caulk to match at door casings.
5. Entry Mats (2):
- a. Demo existing Entry Mats in two entries.
 - b. 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.

2.10.1 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.

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

2.11 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: NEVADA CONTRACT CARPET INC.

BUSINESS ADDRESS: 6840 WEST PATRICK LANE

CITY, STATE, ZIP: LAS VEGAS, NV 89118

TELEPHONE NO (702) 362-3033 E MAIL ADDRESS:
SBUCHER@NCCFLOORS.COM

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.**

<u>Schedule of Items and Prices</u>					
<u>PAHRUMP COMMUNITY LIBRARY FLOORING REPLACEMENT PROJECT</u>					
<u>Item No.</u>	<u>Description of Work</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Shaw Contract brand - Inlet II LVT 9"X48" (24 SF/CTN) REFUGE 72155 47 boxes	1128	SF	\$14.27	\$16,100.00
2	Shaw Contract brand - Daydreamer Carpet Tile 24"X24" 5T593 (5.333 SY/CTN) CULTIVATE 93580 162 boxes	864	SY	\$77.67	\$67,106.88
3	Shaw Contract brand - Daydreamer Carpet Tile 24"X24" 5T593 (5.333 SY/CTN) BRAINSTORM 93500 27 boxes	144	SY	\$77.67	\$11,184.48
4	Shaw Contract brand - Daydreamer Carpet Tile 24"X24" 5T593 (5.333 SY/CTN) REVEAL PURPLE 93991 21 boxes	112	SY	\$77.67	\$8,699.04
5	Shaw Contract brand - Impact Carpet Tile 24"X24" 5T188 (5.333 SY/CTN) TEAL 86405 5 boxes	26.67	SY	\$77.67	\$2,071.46
6	Shaw Contract brand - Think Carpet Tile 24"X24" 5T186 (5.333 SY/CTN)	176	SY	\$77.67	\$13,669.92

	EXPERIENCE 86535 33 boxes				
7	Shaw Contract brand – Imagine Carpet Tile 24"X24" 5T594 (5.333 SY/CTN) CULTIVATE 93580 77 boxes	410.64	SY	\$77.67	\$31,894.41
8	Shaw Contract brand – Imagine Carpet Tile 24"X24" 5T594 (5.333 SY/CTN) BRAINSTORM 93500 32 boxes	170.66	SY	\$77.67	\$13,255.16
9	Shaw Contract brand - Daydreamer Carpet Tile 24"X24" 5T593 (5.333 SY/CTN) CULTIVATE TEAL 93327 28 boxes	149.32	SY	\$77.67	\$11,597.68
10	Shaw Contract brand - Engage Carpet Tile 24"X24" 5T187 (5.333 SY/CTN) EXPERIENCE LIME 86536 18 boxes	96	SY	\$77.67	\$7,456.32
11	Shaw Contract brand - Engage Carpet Tile 24"X24" 5T187 EXPERIENCE TEAL 86535 14 boxes	74.66	SY	\$77.67	\$5,798.84
12	Shaw Contract brand - Mindscape Carpet Tile 24"X24" 5T595 (5.333 SY/CTN) CULTIVATE 93580 56 boxes	298.65	SY	\$77.67	\$23,196.15
13	Shaw Contract brand - N5000 Carpet Tile Adhesive	15	4GAL	\$140.00	\$2100.00
14	Shaw Contract brand - Resilient Tile Adhesive – 164CA 4200	2	4GAL	\$250.00	\$500.00
15	Daltile brand - Calgary Tile 24"X24" Matte (15.21 SF/CTN) FOG CG42	684.45	SF	\$22.06	\$15,100.00
16	Daltile brand – Calgary Tile 24"X48" Matte (15.26 SF/CTN) 5' wall tile FOG CG42	1220.80	SF	\$30.35	\$37,050.00
17	Schluter brand -Dilex-AHK Cove Base 3/8" – AHK1S100ATGB ALUMINUM BRUSHED NICKEL	35	EACH	\$30.00	\$1,050.00
18	Schluter brand - Dilex-AHK Inside Corner 90 – I 90/AHK 1S/ATGB ALUMINUM BRUSHED NICKEL	28	EACH	\$29.46	\$825.00

19	Schluter brand - Dilex-AHK Outside Corner 90 – E 90/AHK 1S/ATGB	8	EACH	\$18.75	\$150.00
20	Schluter brand - Dilex-AHK Connector V/AHK ATGB ALUMINUM BRUSHED NICKEL	6	EACH	\$20.00	\$180.00
21	Schluter brand - Rondec – RO 100 ATGB 3/8" ALUMINUM BRUSHED NICKEL	40	EACH	\$17.50	\$700.00
22	Tarkett brand - 4" Cove base w/toe – DC-VL4 (120 LF/CTN) COOL METAL CG	2400	LF	\$3.57	\$8,575.00
23	Mad Matter brand -Serrated Walk- Off Mat for Entry MB505 – Onyx Carpet	2	EACH	\$10,387.50	\$20,775.00

TOTAL PRICE (Sum of Items 1-23 inclusive)	
TWO HUNDRED NINETY-NINE THOUSAND THIRTY-FIVE Dollars THIRTY-FOUR Cents	\$299,035.34

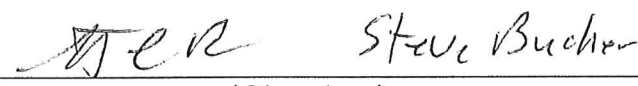
****Brand/Model substitutions are NOT ALLOWED**

The undersign hereby agrees and acknowledges that:

The Bidder has received Addendum #__1__ to #__1__ inclusive and the TOTAL BID PRICE for this Work is as follow:

~~\$299,035.34~~ PRICE INCLUDES 100% PERFORMANCE AND MATERIALS AND PAYMENT BOND

CONTRACTOR: NEVADA CONTRACT CARPET INC.

BY:  Steve Bucher
(Signature)

TITLE: VICE PRESIDENT

E MAIL ADDRESS: SBUCHER@NCCFLOORS.COM

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 NEVADA CONTRACT CARPET INC., proposed subcontractor NEVADA CONTRACT CARPET INC., hereby certifies that he has _____, has not X, 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 _____X_____

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: NEVADA CONTRACT CARPET INC.

Address: 6840 WEST PATRICK LANE _____

City: LAS VEGAS State: NEVADA Zip Code: 89118

Telephone: 702.362.3033 FAX: 702.362.5455

Vendor Payment Terms: NET 30

Federal Tax ID#: 88-0236229

Business License #

Time Period YEARS How Long in Business 38 YEARS *(if applicable)*

LIABILITY

Nevada State Contractors License #: 0027777,0040905, 0087887

Contracting Limits: \$1,500,000; \$1,500,000; \$200,000

Insurance Carrier: CENTRAL MUTUAL INSURANCE Policy No: CLP 8664973
(Attach Proof of Insurance)

REFERENCES

Name: TWC CONSTRUCTION Phone: 702.597.3444

Name: BIG D FLOORCOVERING Phone: 702.221.4259

Name: SUMMIT CONSTRUCTION Phone: 702.362.0034 _____

CONTRACTOR QUALIFICATION

Part II

Date: 02/19/25

CONTRACTOR INFORMATION

Company Name: NEVADA CONTRACT CARPET INC.

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.

N/A *No*

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

N/A *No*

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

N/A *No*

EXPERIENCE

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

N/A *No*

List subcontractors normally used.

N/A *No*

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)
STEPHEN C. BUCHER	VICE PRESIDENT	32
DON DEBOE	SUPERINTENDENT	40
MIGUEL BAUTISTA	INSTALLER	35

CONTRACTOR QUALIFICATION

Part III

Date: 2/19/25

CONTRACTOR INFORMATION

Company Name: NEVADA CONTRACT CARPET INC.

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.

N/A *No*

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

N/A *No*

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

N/A *No*

BIDDER'S BOND

PAHRUMP COMMUNITY LIBRARY DISTRICT

BID NO. 2024-001

PWP-NY- 2025-189

Library Flooring Replacement Project

KNOW ALL PERSONS 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.
3. 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.
4. 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 or 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

Contractor Information

ARTICLE 18: MISCELLANEOUS PROVISIONS

A. 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.

B. 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.

C. 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
Board of Trustees

By: _____
John Shewalter, Chair
Pahrump Community Library Board of Trustees

Company Name

By: _____
CONTRACTOR

Printed Name