



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 16, 2021

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jennifer Budge, Recreation Director

Agenda Title: For Possible Action: Discussion and possible action regarding a determination that Rapid Construction, Inc. ("Rapid") is the lowest responsive and responsible bidder pursuant to Nevada Revised Statutes ("NRS") Chapter 338 and whether to award Contract No. 21300222 for the Lone Mountain Cemetery Irrigation Upgrades ("Project") to Rapid for a total amount not to exceed \$326,361.20. (Carol Akers, CAkers@carson.org and Nick Wentworth, NWentworth@carson.org)

Staff Summary: This Project consists of asphalt and sod cutting, trenching, water meter abandonment, installation of new meter and Point of Connection, irrigation backflow and booster pump, new mainline and control wires, electric valves, isolation valves, quick couplings, electrical meter pedestal and foundation, transformer pad installed to NV Energy specs, primary underground raceways, electrical circuits, asphalt patch and all common phases customarily associated with this type of project. The not to exceed amount of \$326,361.20 comprises the base bid amount of \$296,692, plus a 10% contingency of \$29,669.20. This Project was approved as part of the Fiscal Year ("FY") 2020 Capital Improvement Plan.

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

Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

On July 16, 2020 the Board of Supervisors approved the FY 2020 Capital Improvements Plan that was approved during the prior year budget process but was delayed due to the COVID-19 pandemic.

Background/Issues & Analysis

Due to the sensitive nature of cemetery operations, this work would be best completed during the spring and immediately before the mowing and irrigation season to cause as little disruption to operations as possible. Delays in the design process prevented this from happening in the spring of 2021.

A notice to contractors regarding the opportunity to bid on this project was published in the Reno Gazette Journal and posted on NGEM on October 26, 2021. Three bids were opened at approximately 11:30 a.m. on November 30, 2021, via online Cisco Webex bid opening. Present during the bid opening were: Domenic Selmi, Rapid; Kimberly Dixon and Kyle La Fave, F.W. Carson Co.; Dave Navarro and Nick Wentworth, Carson City Parks; and Carol Akers, Carson City Purchasing and Contracts Administrator.

The City received the following bids:

Bidder	Base Bid
Rapid	\$296,692
F.W. Carson Co.	\$334,128
Moana Nursery	\$319,081

Staff recommends award to Rapid as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project # P500520005

Capital Projects Fund / Culture and Recreation Capital Improvements Account / 2105050-507010

Lone Mountain Cemetery Capital Account / 5305067-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project # P500520005

Account 2105050-507010 will be reduced by a not to exceed amount of \$251,807.00, available budget of \$252,100

Lone Mountain Cemetery Capital Account will be reduced by \$74,554.20, added augmentation from available working capital of \$161,026 (of this available working capital, Cemetery needs approximately \$30,000 for new Niche area, and an additional \$17,000 for additional Crypts to continue normal operations, leaving an available roll-forward of \$114,026).

Additional project costs include prevailing wage review (\$4,230.00), plan sets (\$500.00), and Nevada Energy (\$50,000.00). If this contract is approved, \$91,000.00 from Lone Mountain Cemetery working capital will be transferred into the project budget. In addition, on 12/8/2021, IFC approved \$38,284.20 to be transferred from board designated in Capital Projects fund for a total project budget of \$381,091.20.

Alternatives

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

Attachments:

[21300222 Bid Tab Detail.pdf](#)

[21300222 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

Carol Akers, Cakers@carson.org

Notice to Contractors Bid# 21300222 Lone Mountain Cemetery Irrigation Upgrades

Date and Time of Opening: 11/30/2021 @ 11:30am

Description				Bidder # 1		Bidder # 2		Bidder # 3	
				RAPID CONSTRUCTION INC		F.W. CARSON CO.		*MOANA NURSERY	
BONDING Provided, \$, %, or no				5%		5%		5%	
BIDDER acknowledges receipt addendums				Y		Y		Y	
Description		Unit of Measure	Quantity	Unit Cost	Total price	Unit Cost	Total price	Unit Cost	Total price
	Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-Up	LS	1	\$18,662.00	\$18,662.00	\$10,840.00	\$10,840.00	\$14,800.00	\$14,800.00
2	Temporary Fencing, Traffic Control, Steel Plates, Site Safety	LS	1	\$2,400.00	\$2,400.00	\$21,565.00	\$21,565.00	\$7,800.00	\$7,800.00
3	Asphalt saw cutting	LF	440	\$4.50	\$1,980.00	\$5.10	\$2,244.00	\$8.20	\$3,608.00
4	Demolition, Water Meter Abandonment	LS	1	\$2,000.00	\$2,000.00	\$7,190.00	\$7,190.00	\$5,600.00	\$5,600.00
5	3" AC Patch Repair	SF	500	\$15.00	\$7,500.00	\$17.25	\$8,625.00	\$35.00	\$17,500.00
6	4" PCC Valley Gutter on 4" Aggregate Base	LF	100	\$65.00	\$6,500.00	\$106.65	\$10,665.00	\$230.00	\$23,000.00
7	4" water meter, tap fee, and set to be coordinated with CC Water Dept.	EA	1	\$21,000.00	\$21,000.00	\$21,820.00	\$21,820.00	\$27,000.00	\$27,000.00
8	4" Backflow, Backflow Enclosure, Master	EA	1	\$36,000.00	\$36,000.00	\$25,615.00	\$25,615.00	\$30,500.00	\$30,500.00
9	Booster Pump	EA	1	\$37,000.00	\$37,000.00	\$48,187.00	\$48,187.00	\$39,200.00	\$39,200.00
10	Irrigation Controller Installation and Wiring	EA	1	\$2,200.00	\$2,200.00	\$2,380.00	\$2,380.00	\$1,900.00	\$1,900.00
11	6" and 4" Irrigation Mainline	LF	1700	\$42.00	\$71,400.00	\$42.55	\$72,335.00	\$46.20	\$78,540.00
12	Drip Control Valves	EA	5	\$500.00	\$2,500.00	\$1,070.00	\$5,350.00	\$470.00	\$2,350.00
13	Quick Couplers	EA	3	\$550.00	\$1,650.00	\$2,233.00	\$6,699.00	\$375.00	\$1,125.00
14	Isolation Valves	EA	9	\$1,100.00	\$9,900.00	\$2,102.00	\$18,918.00	\$1,287.00	\$11,583.00
15	Irrigation Control Wire	LF	40,000	\$0.90	\$36,000.00	\$0.91	\$36,400.00	\$0.68	\$27,200.00
16	'MPA' Meter Pedestal and Foundation	EA	1	\$9,000.00	\$9,000.00	\$10,825.00	\$10,825.00	\$7,800.00	\$7,800.00
17	NV Energy Transformer Concrete Pad	EA	1	\$5,500.00	\$5,500.00	\$4,875.00	\$4,875.00	\$5,700.00	\$5,700.00
18	NV Energy Underground Raceway (3" conduit)	LF	120	\$140.00	\$16,800.00	\$107.50	\$12,900.00	\$40.00	\$4,800.00
19	Branch Circuits	EA	3	\$2,200.00	\$6,600.00	\$1,590.00	\$4,770.00	\$2,500.00	\$7,500.00
20	'MPA' Copper Ground Rods	EA	3	\$300.00	\$900.00	\$315.00	\$945.00	\$275.00	\$825.00
21	Carson City -Commercial Electrical Permit	EA	1	\$1,200.00	\$1,200.00	\$980.00	\$980.00	\$1,200.00	\$1,200.00
	Total Bid Price (Schedule A)			\$296,692.00		\$334,128.00		\$319,531.00	
Total Bid Price written in words? y/n				Y		N		SAME	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? Self-listed y/n				Y		Y		**Not Self-Listed	
Bidder Pref? y/n				Y		Y		Y	
Bid Document executed? y/n				Y		Y		Y	
* Math error resulted in a revised total as compared to the total read at the bid opening (\$319,081), error resolved by using unit price (line item #8), per the terms of the bid document.									
** Bid determined "non-responsive" due to not self listing on the subcontractor listing, as required by NRS 338.141 and the requirements of the bid document.									
Carson City is recommending award of the contract to RAPID CONSTRUCTION, INC. and is tentatively scheduled for award at the December 16, 2021 Board of Supervisors meeting.									

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300222

Title: Lone Mountain Cemetery Irrigation Upgrades

THIS CONTRACT is made and entered into this 16th day of December 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Rapid Construction, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 21300222** and titled **Lone Mountain Cemetery Irrigation Upgrades** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.21300222 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <https://www.carson.org/bids>.

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

For P&C Use Only

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

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3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Danny Selmi, President
Rapid Construction Inc.
3072 Research Way #54
Carson City, NV 89706
775-883-4269
rapidconstr@aol.com

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

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

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Ninety Six Thousand Six Hundred Ninety Two Dollars and 00/100 (\$296,692.00).

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

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

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

6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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is finished.

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

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(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. **FAIR EMPLOYMENT PRACTICES:**

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

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

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

8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26

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(2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

13.2 Except as otherwise provided in Subsection 13.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

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same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

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

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

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

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

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

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

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

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- 15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 15.21.1 *Minimum Limit required:*
- 15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- 15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 15.22.1 *Minimum Limit required:*
- 15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 15.22.5 A certified copy of this policy may be required.
- 15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease
- 15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers'

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compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

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

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

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S**

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drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

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31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

**CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Project: P500520005
Account: 2105050-507010
5305067-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

Nick Wentworth, Project Manager
Telephone: 775-283-7733

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Contract No: 21300222

Title: Lone Mountain Cemetery Irrigation Upgrades

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Danny Selmi

TITLE: President

FIRM: Rapid Construction, Inc.

CARSON CITY BUSINESS LICENSE #: BL-003077-2020

NEVADA CONTRACTORS LICENSE #: 0046256

Address: 3072 Research Way #54

City: Carson City **State:** NV **Zip Code:** 89706

Telephone: 775-883-4269

E-mail Address: rapidconstr@aol.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 21300222

Title: Lone Mountain Cemetery Irrigation Upgrades

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 16, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300222** and titled **Lone Mountain Cemetery Irrigation Upgrades**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 16th day of December 2021.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 16th day of December 2021.

PERFORMANCE BOND

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

Bond #: _____

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 21300222** and titled **Lone Mountain Cemetery Irrigation Upgrades** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for BID# 21300222 and titled Lone Mountain Cemetery Irrigation Upgrades

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest By:	(Signature of Notary)
Subscribed and Sworn before me this day of ,20____	

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

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

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

CONTRACTOR, and

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID# 21300222** and titled **Lone Mountain Cemetery Irrigation Upgrades** in accordance with drawings
and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 21300222** and titled **Lone Mountain Cemetery Irrigation Upgrades**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

BID PROPOSAL

Exhibit A

CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 21300222, PWP # CC-2021-058, for the Project Title: "Lone Mountain Cemetery Irrigation Upgrades".

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: November 18, 2021

RaPiD Construction, Inc.

Principal

By: Danny Selmi, President

Fidelity and Deposit Company of Maryland

Surety

By: Tina Salas

Tina Salas, Attorney-In-Fact

ACKNOWLEDGMENT

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

State of California
County of Sacramento

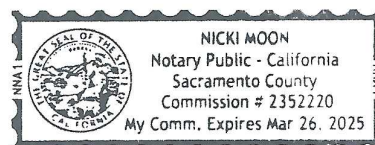
On 11-8-2021 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Nicki Moon (Seal)



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of April, A.D. 2020.



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

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of November, 2021.

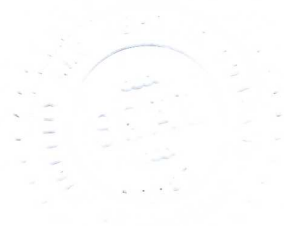


Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



BID PROPOSAL

BID # 21300222
BID TITLE: "Lone Mountain Cemetery Irrigation Upgrades Project"

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

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

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

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

BIDDER acknowledges receipt of # 1, 2 Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
1	Mobilization, Demobilization and Clean-Up	1	LS	14,662.-	14,662.-
2	Temporary Fencing, Traffic Control, Steel Plates, Site Safety	1	LS	2,400.-	2,400.-
3	Asphalt saw cutting	440	LF	4.50	1,980.-
4	Demolition, Water Meter Abandonment	1	LS	2,000.-	2,000.-
5	3" AC Patch Repair	500	SF	15.-	7,500.-
6	4" PCC Valley Gutter on 4" Aggregate Base	100	LF	65.-	6,500.-
7	4" water meter, tap fee, and set to be coordinated with CC Water Dept.	1	EA	21,000	21,000.-
8	4" Backflow, Backflow Enclosure, Master Valve and Flow Sensor	1	EA	36,000	36,000.-
9	Booster Pump	1	EA	37,000	37,000.-
10	Irrigation Controller Installation and Wiring	1	EA	2,200	2,200.-
11	6" and 4" Irrigation Mainline	1700	LF	42.-	71,400.-
12	Drip Control Valves	5	EA	500.-	2,500.-
13	Quick Couplers	3	EA	550.-	1,650.-
14	Isolation Valves	9	EA	1,100.-	9,900.-
15	Irrigation Control Wire	40,000	LF	.90	36,000.-
16	'MPA' Meter Pedestal and Foundation	1	EA	9,000.-	9,000.-
17	NV Energy Transformer Concrete Pad	1	EA	5,500.-	5,500.-
18	NV Energy Underground Raceway (3" conduit)	120	LF	140.-	16,800.-
19	Branch Circuits	3	EA	2,200.-	6,600.-
20	'MPA' Copper Ground Rods	3	EA	300.-	900.-
21	Carson City -Commercial Electrical Permit	1	EA	1,200.-	1,200.-
BP.2	Total Base Bid Price (Schedule A)			296,692.-	

BID PROPOSAL

Exhibit A

BP.3 Total Base Bid Price (Schedule A) Written in Words:

Two hundred ninety Six thousand Six hundred ninety Two Dollars and
zero cents

BP.4 BIDDER INFORMATION:

Company Name:	RAPID Construction Inc
Federal ID No.:	88-0378364
Mailing Address:	PO Box 21503
City, State, Zip Code:	Carson City NV 89721
Complete Telephone Number:	(775) 883-4269
Complete Fax Number:	(775) 883-4289
Fax Number including area code:	(775) 883-4289
E-mail:	rapidconstr@aol.com

Contact Person / Title:	Danny Selmi / President
Mailing Address:	PO Box 21503
City, State, Zip Code:	Carson City NV 89721
Complete Telephone Number:	(775) 883-4269
Complete Fax Number:	(775) 883-4289
E-mail Address:	rapidconstr@aol.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0046256
License Classification(s):	A
Limitation(s) of License:	\$6,500,000
Date Issued:	2/26/1998
Date of Expiration:	2/28/2023
Name of Licensee:	RAPID Construction Inc
Carson City Business License Number:	BL-003077-2020
Date Issued:	1/1/2021

BID PROPOSAL

Date of Expiration:	12/31/2021
Name of Licensee:	RAPID Constnction Inc

BP.6 DISCLOSURE OF PRINCIPALS:**Individual and/or Partnership:**

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	10/1/1997
Name of Corporation:	RAPID Constnction Inc
Mailing Address	PO Box 21503
City, State, Zip Code:	Carson City NV 89721
Telephone Number:	(775) 883-4269
President's Name:	Danny Selmi
Vice-President's Name:	Randy Selmi

BID PROPOSAL

Other 1) Name & Title: Perry S Burch, Secretary & Treasurer

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <u>Danny Seimi</u>	<u>24</u>

Title 1) Superintendent

Name 2) <u>Perry Burch</u>	<u>24</u>
----------------------------	-----------

Title 2) Superintendent

Name 3)	
---------	--

Title 3)

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

Title 4)

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

Title 5)

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

Title 6)

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

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

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

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

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

BID PROPOSAL

Exhibit A

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

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Water Tank Altitude Valve Installation

Location: Silver Springs, NV

Project Manager: Perry Burch

Owner: TRI General Improvement District

Contact: Tracy Black

Phone: (775) 742-2127

Email: tblack@tri-gid.org

Address: 1705 Peru Drive, Suite 104 McCarran, Nevada 89437

Engineer: Farr West Engineering

Contact: Alex Stodmeister

Phone: 775-851-4788

Email: alex@farrwestengineering.com

Address: 5510 Longley Lane Reno, NV 89511

Description: Installation of two pre-purchased altitude valve vaults and accompanying appurtenances. Work will also include the installation of approximately 275 feet of 10-inch water main.

Contract Amount: \$159,951.00

Phase 2 Water System Improvements, Mason Valley Wildlife Management Area

Location: Mason Valley, NV

Project Manager: Perry Burch

Owner: State of Nevada, Public Works Division

Contact: Ken Scarbrough

Phone: (775) 684-5893

Email: kscarbrough@admin.nv.gov

Address: 515 E Musser, Suite 102 Carson City, NV 89701

Engineer: Same as Owner

Contact:

Phone:

Email:

Address:

Description: Pump installation, water system improvements and well house improvements.

Contract Amount \$173,131.00

2019 Cady Springs Pump Station Completion

Location: Susanville, CA

Project Manager: Danny Selmi

Owner: City of Susanville

Contact: Daniel Newton

Phone: 530-257-1045

Email: dnewton@cityofsusanville.org

Address: 720 South Street Susanville, CA 96130

Engineer: Same as Owner

Contact:

RAPID CONSTRUCTION INC**EXPERIENCE/REFERENCES**

Phone:

Email:

Address:

Description: Installation of water pump station with miscellaneous electrical, mechanical and utility work.

Contract Amount: \$2,333,022.19

Start Date: 11/6/2019

End Date: 2/6/2021

2020 Watermain Replacement and Fire Flow Enhancement Project

Location: Incline Village, NV

Project Manager: Perry Burch

Owner: Incline Village General Improvement District

Contact: Ronnie Rector

Phone: 775-832-1267

Email: Ronnie_rector@ivgid.com

Address: 1220 Sweetwater Rd Incline Village, NV 89451

Engineer: Incline Village General Improvement District

Contact: Michael Lafrancois

Phone: 775-832-1274

Email: mtl@ivgid.org

Address: 1220 Sweetwater Rd Incline Village NV 89451

Description: Replacing 1,400 LF of existing 8" OD Steel watermain with 8" DR-14 PVC or Class 350 DIP watermain in Washoe County ROW. Connect to 19 existing domestic service lines. Connect to existing 8" watermain in Washoe County ROW. Construct 4 fire hydrant assemblies. Salvage 2 fire hydrants.

Contract Amount: \$476,624.50

Start Date: 7/27/2020

End Date: 10/9/2020

Mason Valley Hatchery Well H-1 and Pipeline Improvements

Location: Mason Valley, NV

Project Manager: Perry Burch

Owner: Nevada Department of Wildlife

Contact: Zeida Albert

Phone: 775-688-1526

Email: zalbert@ndow.org

Address: 6980 Sierra Center Parkway Suite #120 Reno, NV 89511

Engineer: Nevada Department of Wildlife

Contact: Rodd Lighthouse

Phone: 775-745-4034

Email: rlighthouse@ndow.org

Address: 6980 Sierra Center Parkway Suite #120 Reno, NV 89511

Description: Complete construction of well H-1, including providing and installing pump and installing motor provided by NDOW. Construct power from main pump house to well H-1.

RAPID CONSTRUCTION INC**EXPERIENCE/REFERENCES**

Construct water distribution pipeline from well H-1 to hatchery building tie-in point, as well as stub out to future well H-2.

Contract Amount: \$460,789.00

Start Date: 5/21/2020

End Date: 8/8/2020

Incline Park Improvements Ballfield Renovations

Location: Incline Village Middle School

Project Manager: Perry Burch

Owner: Incline Village General Improvement District

Contact: Ronnie Rector

Phone: 775-832-1267

Email: Ronnie_rector@ivgid.com

Address: 1220 Sweetwater Rd Incline Village, NV 89451

Engineer: Incline Village General Improvement District

Contact: Michael Lafrancois

Phone: 775-832-1274

Email: mtl@ivgid.org

Address: 1220 Sweetwater Rd Incline Village NV 89451

Description: Improvements to Field #3 located near the Incline Village Middle School. Including replacement of existing dugouts with new prefabricated structures; backstop baseboard repairs; replacement of electric scoreboard; replacement netted batting tunnel; installation of sand based rootzone infield; replacement outfield fencing at Field #3; warning track modification & drainage improvements.

Contract Amount: \$1,415,003.56

Start Date: 7/1/2019

End Date: 4/8/2021

Effluent Storage Pond Embankment Repair and Baffle Curtains Project

Location: Douglas County, NV

Project Manager: Perry Burch

Owner: Douglas County Public Works

Contact: Rick Robillard

Phone: 775-782-6274

Email: rrobillard@douglasnv.us

Address: 1120 Airport Rd Bldg F-2 Minden, NV 89423

Engineer: Same as Owner

Contact:

Phone:

Description: The project consists of clearing and grubbing the effluent storage embankment, effluent storage embankment slope repair, filter fabric installation on the effluent storage embankment, riprap armor rock on the effluent storage embankment. The project also includes the construction and installation of two effluent storage pond HDPE curtain baffles with winches and anchorage.

Contract Amount: \$474,918.00

Start Date: 10/1/2019

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Date Completed- 12/30/2019

Water System Improvements, Mason Valley WMA and Fish Hatchery

Location: Mason Valley, NV

Project Manager: Danny Selmi

Owner: State of Nevada Public Works Division

Contact: Brian Wacker

Phone: 775-684-4116

Email: bwacker@admin.nv.gov

Address: 515 East Musser Street Suite 102, Carson City, NV 89701

Engineer: Same as Owner

Contact:

Phone:

Description: Construct approximately 5,150 lineal feet of 4-inch C900 PVC waterline to connect the recently constructed water well at the Fish Hatchery to the Headquarters. Also associated with this work are piping modifications & installation of a water treatment system in the Fish Hatchery Pumphouse, repair and construction of fire hose cabinets, installation of backflow assemblies, construction of smaller diameter waterlines at the Headquarters and other miscellaneous improvements.

Contract Amount: \$424,708.30

Start Date: 8/1/2019

Date Completed: 11/30/2019

Sewer Station D-4 Easement BMP and Stabilization Improvements

Location: North Lake Tahoe

Project Manager: Danny Selmi

Owner: North Tahoe Public Utility District

Contact: David T. Berry

Phone:

Email: DBerry@ntpud.org

Address: 875 National Avenue, Tahoe Vista, CA 96148

Engineer: Same as Owner

Contact:

Phone:

Description: Includes site preparation, installation of water quality control measures, and improves access to one of the District's sewer pump stations

Contract Amount: \$103,348.58

Start Date: 9/15/2019

Date Completed: 11/5/2019

Civil Improvement Plans Glenbrook Waterline Project

Location: Glenbrook, NV

Project Manager: Perry Burch

Owner: Glenbrook Water Cooperative

Contact: Tim Russell

Phone: 775-883-7077

Engineer: Lumos & Associates

Contact: Tim Russel

Phone: 775-883-7077

Email: trussell@lumosinc.com

RAPID CONSTRUCTION INC**EXPERIENCE/REFERENCES**

Address: 228 Old Hwy 50 Glenbrook, NV 89413

Description: The primary scope of work is the installation of new waterlines within the Glenbrook area. This includes approximately 3520 linear feet of 8-inch water, 9 mainline valves, 6 hydrant assemblies, miscellaneous fittings and services, BMP installation, revegetation, AC patching and other related work as outlined in the bid form and bid item summary.

Contract Amount: \$753,133.43

Start Date: 7/1/2019

Date Completed: 11/5/2019

Lemmon Valley Estates Drainage Channel Improvements Project

Location: Lemmon Valley

Project Manager: Danny Selmi

Owner: Washoe County Community Services Department

Contact: Megan Sizelove

Phone: 775-328-2316

Email: MSizelove@washoecounty.us

Address: 1001 E. 9th Street, Reno, Nevada 89520

Engineer: Same as Owner

Contact:

Phone:

Description: Construction includes but is not limited to, grading of channel to reestablish proper alignment and drainage, installation of geotextile fabric and placement of riprap along its entirety.

Contract Amount: \$426,129.20

Start Date: 6/1/2019

Date Completed: 7/31/2019

Loch Levon and Steelhead Water Main Replacement

Location: Tahoe Vista, CA

Project: Danny Selmi

Owner: North Tahoe Public Utility District

Contact: Steve Twomey

Phone: 530-553-5432

Email: STwomey@ntpud.org

Address: 875 National Ave, Tahoe Vista, CA 96148

Engineer: Same as Owner

Contact:

Phone:

Description: Installation of approximately 5,500 linear feet for 8inch water main and appurtenances, installation of fire hydrants, new service connections and pavement restoration on Loch Levon and Steelhead St in Kings Beach, CA.

Contract Amount: \$2,120,305.85

Start Date: 5/1/2018

Date Completed- 7/31/2019

Ralston Street – University to 9th 10- Inch Main Replacement

Location: Reno, NV

Project: Danny Selmi

Owner: Truckee Meadows Water Authority

Contact: Steve Volk

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Phone: 775-834-8024

Email: svolk@tmwa.com

Address: 1355 Capital Boulevard, Reno, Nevada 89520

Engineer: Same as Owner

Contact:

Phone:

Description: The work consists of trenching, excavation and backfill for approximately 500-feet of 10-inch water main and service line replacements and reconnections. Traffic control and temporary hot-mix pavement. Grout filling of mains to be abandoned in-place.

Contract Amount: \$173,390.94

Start Date: 4/22/2019

Date Completed: 6/20/2019

Gilmore, Polaris and Ridgeway Waterline Replacement Project

Location: El Dorado County

Project Manager: Perry Burch

Owner: El Dorado Irrigation District

Contact- Patrick Wilson

Phone: 530-642-4079

Email: pwilson@eid.org

Address: 2890 Mosquito Road Placerville, CA 95667

Engineer: Same as Owner

Contact:

Phone:

Description: Installing new distribution piping, fire hydrants, and metered water services within Gilmore Rd, Polaris St. Ridgeway Dr. and other minor streets.

Contract Amount: \$3,270,023.13

Start Date: 6/14/2017

Date completed 12/2/2018

Kahle Basin Water Quality Project

Location: Kahle Drive

Project Manager: Perry Burch

Owner: Nevada Tahoe Conservation District

Contact: Meghan Kelly

Phone: 775-586-1610 ext. 30

Address: 400 Dorla Court, Zephyr Cove, NV 89448

Engineer: Same as Owner

Contact:

Phone:

Description: Install storm water conveyance pipe, manholes, wet basin, concrete block forebay, and associated inlets and outlets. Remove and dispose of existing improvements. Provide temporary erosion control and perform traffic control.

Contract Amount: \$1,105,736.11

Start Date: 8/1/2018

Date completed 11/28/2018

CSA 7 & CSA 18 Water System Repair Project

Location: Lake County

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Project Manager: Danny Selmi

Owner: Lake County Special Districts

Contact: Scott Harter

Phone: 707-263-0119

Email: scott.harter@lakecountyca.gov

Address: 230 N Main Street, Lakeport CA 95453

Engineer: Same as Owner

Contact:

Phone:

Description: Installing 10,500 linear feet of 6" C-900 pipe and associated valve assemblies, fire hydrant assemblies, blow-off assemblies and ARV assemblies within Bonanza Springs and Starview.

Contract Amount: \$1,797,203.25

Start Date: 4/3/2017

Date Completed: 11/3/2017

Northern California Power Agency – Fire Line Replacements

Owner: KW Emerson

Contact: Dan Emerson

Phone:

Engineer:

Contact:

Phone:

Address: 413 West St Charles Street, San Andreas CA 95249

Description:

Contract Amount: \$446,299

Start Date:

Date Completed: 7/1/16

City of Fernley – Villa Park Master Meter Installation

Owner: City of Fernley

Contact:

Phone:

Engineer:

Contact:

Phone:

Address: 595 Silver Lace Blvd, Fernley NV 89408

Description:

Contract Amount: \$264,108.75

Start Date: 11/7/2016

Date Completed: 12/12/2016

County of El Dorado – CSA 5 Erosion Control Project

Location: El Dorado County

Owner: El Dorado County

Contact: Daniel Kikkert

Phone: 530-573-7914

Email: dan.kikkert@edcgov.us

Address: 924B Emerald Bay Rd, South Lake Tahoe CA 96150

Engineer: Same as Owner

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Contact:

Phone:

Engineer:

Contact:

Phone:

Description: Install erosion control systems along and in existing roadways. Work included storm drain piping, paving and concrete work.

Contract Amount: \$525,872.40

Start Date: 9/13/2016

Date Completed: 10/21/2016

City of Willits – Water Line Replacement Project

Location: Willits, CA

Project Manager: Danny Selmi

Owner: City of Willits

Contact: Andrea Trincado

Phone: 707-459-7126

Email: atrincado@willitscity.com

Address: 380 E Commercial St, Willits CA 95490

Engineer: Same as Owner

Contact:

Phone:

Description: Saw, excavate, backfill and install 12" PVC watermain in existing street section. Asphalt replacement also included.

Contract Amount: \$834,999.99

Start Date: 07/01/2016

Date Completed: 09/30/2016

City of Susanville – Water Main Replacement

Location: Susanville, CA

Project Manager: Danny Selmi

Owner: City of Susanville

Contact: Daniel Gibbs

Phone: 530-257-1050

Email: dgibbs@cityofsusanville.org

Address: 720 South Street, Susanville CA 96130

Engineer: Same as Owner

Contact:

Phone:

Address:

Description: Excavation and replacement of existing watermain and service for the City of Susanville. All work is within city streets and work includes asphalt replacement.

Contract Amount: \$595,595

Start Date: 5/2016

Date Completed: 06/17/2016

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Southwest Gas – Hwy 50 Gas Main Relocation

Location: South Lake Tahoe

Project Manager: Danny Selmi

Owner: Southwest Gas Administrators

Contact: Darrel Gehring

Phone: 509-954-2057

Email: d_gehring@goswinc.com

Address: 2441 Fairview Dr., Carson City NV 89701

Engineer: Cal Trans

Contact: Emad Alkhasaneh

Phone: 916-221-2057

Email: emad.alkhasaneh@dot.ca.gov

Address:

Description:

Contract Amount: \$1,002,430.32

Start Date: 6/2015

Date Completed: 10/31/2015

County of El Dorado – Sawmill 2B Bike Path & Erosion Control Project

Location: El Dorado County

Owner: County of El Dorado

Contact: Donaldo Palaroan

Phone: 530-573-7920

Engineer:

Contact:

Phone:

Address: 924 B Emerald Bay Road, South Lake Tahoe CA 96150

Description: Improved or constructed 1.2 miles of pedestrian and bicycle routes from US Hwy 50 to the end of Phase 2A near Echo View Drive. The project connected to the existing multi-use path facility at US Hwy 50 and installed erosion control and revegetation.

Contract Amount: \$1,979,001.48

Start Date:

Date Completed: 10/15/2015

TMWA – Zoe Ln

Location:

Owner: TMWA

Contact – Scott Estes

Phone:

Engineer:

Contact:

Phone:

Address: 1355 Capital Blvd, Reno NV 89520-3013

Description:

Contract Amount \$151,677

Start Date:

Date Completed: 03/20/2015

BID PROPOSAL

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

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



 Signature of Authorized Certifying Official
 Danny Selmi

 Printed Name

President

 Title
 11/22/2021

 Date

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

 Signature

 Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2019	.70	16.41
2020	.70	0

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

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

BID PROPOSAL**SUBCONTRACTORS**

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

Name of Subcontractor Rapid Construction Inc	Address 3072 Research Way #54 Carson City NV 89706	
Phone (775) 883-4269	Nevada Contractor License # 0046256	Limit of License \$6,500,000
Description of work Excavation - utility		
Name of Subcontractor Triumph Electric Inc	Address 1360 Gireq Street Suite 100 Sparks NV 89431	
Phone (775) 355-1965	Nevada Contractor License # 00667820	Limit of License Unlimited
Description of work Furnish and install electrical system		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL**SUBCONTRACTORS**

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

Name of Subcontractor <i>Rapid Construction Inc</i>	Address <i>3072 Research Way #54 Carson City NV 89706</i>	
Phone <i>(775) 883-4269</i>	Nevada Contractor License # <i>0046256</i>	Limit of License <i>\$6,500,000</i>
Description of work <i>Excavation Utility</i>		
Name of Subcontractor <i>Triumph Electric Inc</i>	Address <i>1300 Givens Street Suite 100 Sparks NV 89431</i>	
Phone <i>(775) 355-1965</i>	Nevada Contractor License # <i>0067820</i>	Limit of License <i>Unlimited</i>
Description of work <i>Furnish and install electrical system</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL**Local Preference Affidavit**

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

I, Danny Selmi, on behalf of the Contractor, RAPID Construction Inc., swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. **21300222**, Project Name "**Lone Mountain Cemetery Irrigation Upgrades**", certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of RAPID Construction Inc. I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. 147 and NRS 338.1389:

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

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

By: Danny Selmi Title: President
 Signature: [Signature] Date: 11/22/2021

Signed and sworn to (or affirmed) before me on this 22nd day of November, 2021,
 by Danny Selmi (name of person making statement).

State of Nevada)

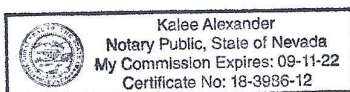
)ss.

County of Carson)

[Signature]

Notary Signature

STAMP AND SEAL





NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-03-03-25-0244**

RAPID CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0046256** ORIGINAL ISSUE DATE: **02/26/1998** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **\$6,500,000** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MARCH 1, 2021** AND EXPIRES ON **FEBRUARY 28, 2022**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 2/22/2021
FOR MARGI A. GREIN, EXECUTIVE OFFICER



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

BID PROPOSAL**BP.14 ACKNOWLEDGMENT AND EXECUTION:**

STATE OF Nevada)
) SS
 COUNTY OF Carson)

I Danny Selmi (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "**Lone Mountain Cemetery Irrigation Upgrades**", contract number **21300222**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

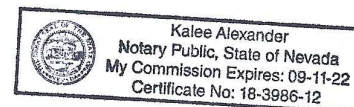
PRINTED NAME OF BIDDER: Danny Selmi
 TITLE: President
 FIRM: RAPID Construction Inc
 Address: 3072 Research Way #54
 City, State, Zip: Carson City NV 89706
 Telephone: (775) 883-4269
 Fax: (775) 883-4289
 E-mail Address: rapidconstr@aol.com

[Signature]
 (Signature of Bidder)

DATED: 11/22/2021

Signed and sworn (or affirmed) before me on this 22nd day of November, 2021,
 by Danny Selmi.

[Signature]
 (Signature of Notary)



(Notary Stamp)

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

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

RAPID CONSTRUCTION INC

Licensed since February 26, 1998

License No. **0046256**

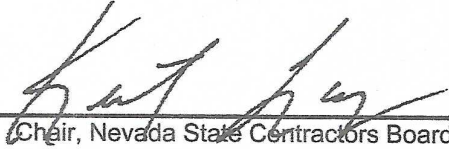
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

DANNY SELMI, President, QI
RANDY SELMI, Vice President
PERRY BURCH, Secretary/Treasurer

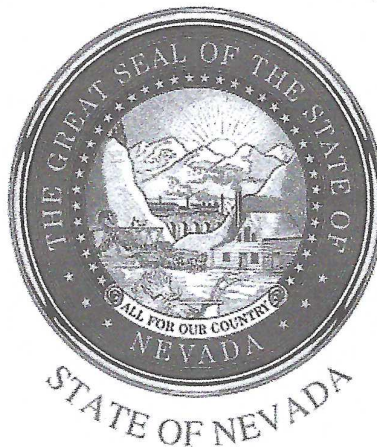
A General Engineering

LIMIT: **\$6,500,000**
EXPIRES: **02/28/2023**


Chair, Nevada State Contractors Board



SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

RAPID CONSTRUCTION, INC.

Nevada Business Identification # NV19971282975

Expiration Date: 10/31/2022

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 10/26/2021.

Certificate Number: B202110262099879

You may verify this certificate
online at <http://www.nvsos.gov>

BARBARA K. CEGAVSKE
Secretary of State

**Carson City Business License Division**

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

BUSINESS LICENSE CERTIFICATE

Business Name: RaPiD Construction Inc

Business Location: 3072 RESEARCH WY #54
Carson City, NV

Owner: Randy Selmi

License Number: BL-003077-2020

Issued Date: 1/1/2021

Expiration Date: 12/31/2021

Mailing Address: 3072 RESEARCH WY #54
Carson City, NV

License Type: Business License

Classification: Contractors

Fees Paid: \$78.75

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

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

STATE OF NEVADA
Office of the Labor Commissioner

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

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to:

Date Request Submitted: 12/28/20

Name of Registered Apprenticeship Program: Operating Engineers Local #3 JATC

Contact Person/Title: Brian Prather

Address: 1290 Corporate Blvd

Reno

NV 89502

Tel No.: (775) 575-2729

Fax No.: (775) 575-2825

Email: nnvjacbp@aol.com

Craft or Trade: Operators

Requestor Information:

Contractor/Subcontractor: RaPiD Construction Inc

License Number: 0046256

Contact Person/Title: Domenic Selmi - Project Estimator

Address: 3072 Research Way Suite 54

Carson City

NV

89706

Tel No.: (775) 883-4269

Fax No.: (775) 883-4289

Email: rapidconstr@aol.com

Availability Request Information:

Number of Apprentice(s) Required: TB

Craft or Trade: Operating Engineer

Apprentice(s) Report Date: TBD

(5 business days' notice required) Report Time: __: __ am

Name of Person to Report to:

Address to Report to: TBD

NV

Project Information:

Contract Name/Number: Lone Mountain Cemetary Irrigation Upgrades

Project Location: Carson City

Awarding Body Name: Carson City Public Works

Contact Person/Title: Carol Akers

Tel No.: (775) 273-7362

Fax No.: (775) 8837-2286

Email: Cakers@carson.org

Domenic Selmi - Project Estimator

Print Name/Title

*Signature

Date

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

Request Approved: ☒

Request Denied: ☐

Notes: Five business days are required for requests to approved. Less than five business days may be sent to the labor Commissioner.

Brian Prather Administrator

Print Name/Title

Date Received: 11/29/2021

brian prather
Signature

Date Returned: 11/29/2021

11/29/21

Date

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

STATE OF NEVADA
Office of the Labor Commissioner

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

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

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Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to:

Date Request Submitted: 12/28/20

Name of Registered Apprenticeship Program: Laborers International Union of North America

Contact Person/Title: Richard Daly - Business Manager

Address: 570 Reactor Way, Reno, NV 89502

Tel No.: (775) 856-0169 Fax No.: (775) 856-0177 Email: LIUNA169@sbcglobal.net

Craft or Trade: Labor

Requestor Information:

Contractor/Subcontractor: RaPiD Construction Inc License Number: 0046256

Contact Person/Title: Domenic Selmi - Project Manager

Address: 3072 Research Way #54, Carson City, NV 89706

Tel No.: (775) 883-4269 Fax No.: (775) 883-4289 Email: rapidconstr@aol.com

Availability Request Information:

Number of Apprentice(s) Required: Tbd Craft or Trade: Laborer

Apprentice(s) Report Date: TBD (5 business days' notice required) Report Time: __:__ am

Name of Person to Report to: _____

Address to Report to: _____, _____, NV _____

Project Information:

Contract Name/Number: Lone Mountain Cemetery Irrigation Upgrades Project Location: Carson City

Awarding Body Name: Carson City Public Works

Contact Person/Title: Carol Akers

Tel No.: (775) 283-7362 Fax No.: (775) 887-2286 Email: Cakers@carson.org

Domenic Selmi - Project Estimator

Print Name/Title

[Signature]
*Signature

11/29/21
Date

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

Request Approved: ☒

Request Denied: ☐

Notes: _____

Richard Daly Business Manager
Print Name/Title

Date Received: 11-29-21

Richard Daly
Signature

Date Returned: 11-29-21

11/29/21
Date

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

STATE OF NEVADA
Office of the Labor Commissioner

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

Project Workforce Checklist

Contract No.: CC-2021-058 Project Name: Lone Mountain Cemetery Irrigation Upgrades

Contractor/Subcontractor: RaPiD Construction Inc

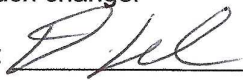
Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
Air Balance Technician	Yes ☐	No ☐	N/A ☒	Yes ☐	No ☒
Alarm Installer	Yes ☐	No ☐	N/A ☒	Yes ☐	No ☒
Asbestos Abatement (See Laborers)	Yes ☐	No ☐	N/A ☒	Yes ☐	No ☒
Bricklayer, can also include tile setter, terrazzo workers and marble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

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

Clear Page

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

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

Signed:  _____

Name and Title: Danny Selmi, President _____

Date: 11/29/2021 _____

Contractor Name: RaPiD Construction Inc _____