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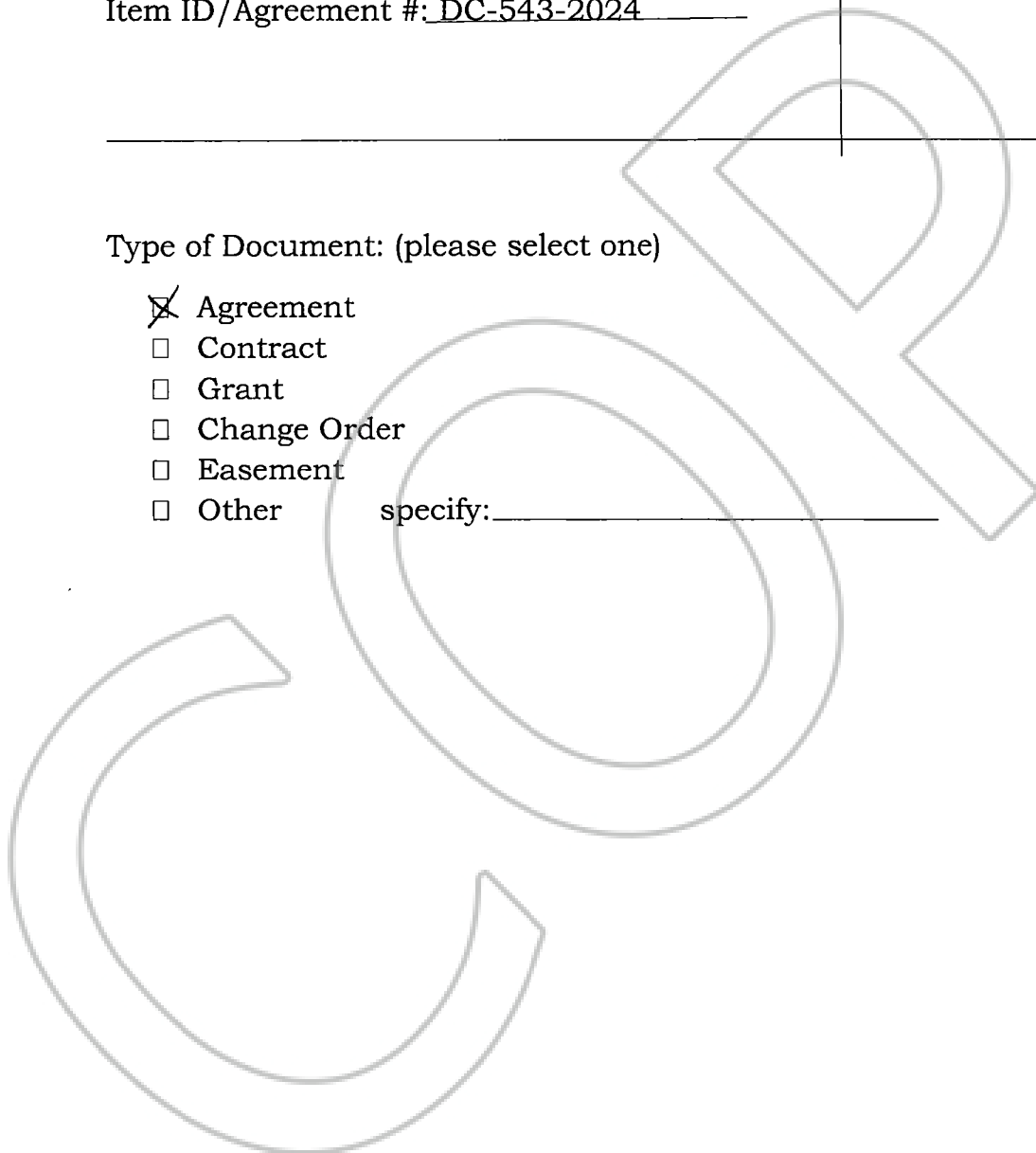


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- Grant
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- Other

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NO. DC-543-2024

5/31/24
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DOUGLAS COUNTY CLERK
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DEPUTY

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

EJCDC 
ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Douglas County, a political subdivision of the State of Nevada ("Owner") and Gerhardt & Berry Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: converting the existing Barling Lift Station wet well into a submersible station and abandoning the existing dry well, installing a new epoxy liner in the wet well, installation of a valve vault, new pumps and flow meter, bypass pumping, discharge manhole replacement, and electrical upgrades.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: converting the existing Barling Lift Station wet well into a submersible station and abandoning the existing dry well, installing a new epoxy liner in the wet well, installation of a valve vault, new pumps and flow meter, bypass pumping, discharge manhole replacement, and electrical upgrades.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Lumos & Associates.

3.02 The Owner has retained Lumos & Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a total sum not to exceed \$630,000, at the prices stated in the Contractor's Bid. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the actual quantity of that item.
- C. The bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- D. Work shall include the following items:
 1. Base Bid

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- B. Progress payments will be made as follows:
1. Until fifty percent (50%) of the Work required by this Agreement has been performed, progress payments will be paid in an amount equal to ninety-five percent (95%) of each invoice. The remaining five percent (5%) will be withheld as retainage.
 2. After fifty percent (50%) of the Work required by this Agreement has been performed, if requested by the Contractor, the Owner may pay to the Contractor any of the remaining progress payments without withholding additional retainage if, in the Engineer's opinion, satisfactory progress is being made on the Services in accordance with NRS 338.515.
 3. If, after fifty percent (50%) of the Work required by this Agreement has been performed, the Engineer determines that satisfactory progress is being made, the Owner may pay any amount of retainage withheld from progress payments made during the Contractor's completion of the first fifty percent (50%) of Work required by this Agreement on the condition that if a subcontractor performed a portion of the Work, the Engineer determined that such Work was in compliance with this Agreement, the subcontractor submits to the Contractor a release of a mechanics lien for the portion of Work so completed, and a release of any applicable mechanics lien from each of the subcontractor's subcontractors and suppliers, and the amount of retainage the Owner pays is in proportion to the Work which the subcontractor performed. If the Contractor is paid for any retainage for Work completed by its subcontractors, the Contractor must pay to the subcontractor any retainage it held pursuant to NRS 338.555.
 4. If the Engineer determines that satisfactory progress is being made on the Work and does not withhold any amount pursuant to NRS 338.525, the Owner may pay ninety-seven and one-half percent (97.5%) of the amount of each invoice after completion of the first fifty percent (50%) of the Work and will release to the Contractor fifty percent (50%) of the retainage withheld from invoices received for the first fifty percent (50%) of Work completed. If the Engineer determines that satisfactory progress is not being made on the Work and does withhold an amount pursuant to NRS 338.525, the Owner may pay ninety-five percent (95%) of the amount of each invoice after completion of the first fifty percent (50%) of the Services and will continue to withhold the retainage withheld from invoices received for the first fifty percent (50%) of Services completed. The final audit shall be performed after the release of the retainage and may cause an adjustment of payments to the Owner or to the Contractor.
- C. Except as otherwise provided in NRS 338.525, the Owner will pay the Contractor the actual cost of the supplies, materials and equipment, that are identified in Contract; have been delivered and stored at the location; and in the time and manner specified in the Contract by the Contractor or subcontractor or supplier for use in the Work; and are in short supply or were specially made project.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest, payable at the end of each quarter, at the rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associations in this State as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to the Contractor at the end of the quarter is less than \$500, Owner may hold the interest in accordance with NRS 338.515.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and, if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Performance bond.
 3. Payment bond.
 4. Other bonds.
 - a. Not Applicable.
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 23, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of eighteen (18) sheets with each sheet bearing the following general title: Barling St Lift Station Improvements.
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (dated March 28, 2024).
 - b. Non-discrimination provisions (2-pages)
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are incorporated into this Agreement by reference.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Legal*

- A. To the extent that the disputes aren't resolved in accordance with Article 17, then any litigation regarding the interpretation or enforcement of this Agreement or any of the Contract Documents must be litigated in the appropriate court with jurisdiction, located in Douglas County, Nevada.

10.07 *Fair Employment Practices*

- A. In connection with the performance of work under this Contract, the 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 expression, 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.
- B. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- C. Any violation of such provision by the Contractor constitutes a material breach of Contract.
- D. If applicable, The Contractor further agrees to comply with the preferential employment requirements set forth in NRS 338.130. If the provisions of NRS 338.130 are not complied with, said non-compliance will render the Agreement void.

10.08 *Non-Appropriation*

- A. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.
- B. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.


10.09 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.
- B. Assignment of Contract
 - 1. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 2, 2024 (which is the Effective Date of the Contract).

OWNER:


By: Rick Robillard

Title: Deputy Director
for Philip Ritger

Attest: Tina Muller

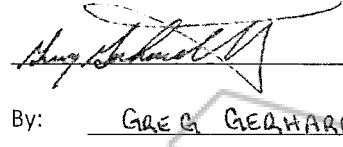
Title: Admin Service Manager

Address for giving notices:

Douglas County, NV
PO Box 218
Minden, NV 89423

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:


By: GREG GERHARDT

Title: PRESIDENT

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Tina Muller

Title: PM / ESTIMATOR

Address for giving notices:

GERHARDT & BERRY
PO BOX 51749
SPARKS, NV 89435

License No.: 10813A
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

CONTRACTOR'S BID

Section 00 21 11 – Bidders Checklist

Bidders are instructed to complete and return the following forms as part of the bid package in order for their bids to be complete. If a contractor fails to submit the following forms the contractors bid will be deemed not responsive.

- A. Section 00 41 43 – Bid Form
- B. Section 00 42 43 – Bid Schedule
- C. Section 00 43 13 – Bid Bond
- D. Section 00 45 13.01 – Bidder's Qualification Statement
- E. Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)
- F. Section 00 45 13.04 – List of Major Equipment Manufacturers
- G. Evidence of authority to do business in the state of the Project (on bidder supplied form)
- H. If claiming Nevada Preferential Bidder Status, attach required affidavits and other appropriate information in accordance with the requirements of NRS 338

Within 2 hours after the completion of the opening of the bids, the Contractors who submitted the three lowest bids are instructed to complete and return the following forms to complete the bid package. If a contractor fails to submit the following forms within 2 hours of the bid closing the contractors bid will be deemed not responsive.

- A. Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Douglas County, NV, c/o Douglas County Public Works for the Barling Lift Station Replacement
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>3/19/24</u>
<u>2</u>	<u>3/22/24</u>
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. If included in the bidding documents, Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

ADDENDUM NO. 01

DC Project No. 23S01

PWP No. DO-2024-053

This Addendum forms a part of the Bidding and Contract Documents. Acknowledgement of receipt of this Addendum in the space provided on the Bid Form (00 41 43) is required.

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of Barling Lift Station Replacement Project, dated March 2024, as fully and completely as if the same were fully set forth therein:

1. Specifications

Section 00 11 13 – Advertisement for Bids

Page 1, paragraph 1, DELETE “Wednesday, March 20, 2024” and REPLACE with “Thursday, March 28, 2024.”



Nathan Smith, PE
Douglas County Public Works

ADDENDUM NO. 02**DC Project No. 23S01****PWP No. DO-2024-053**

This Addendum forms a part of the Bidding and Contract Documents. Acknowledgement of receipt of this Addendum in the space provided on the Bid Form (00 41 43) is required.

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of Barling Lift Station Replacement Project, dated March 2024, as fully and completely as if the same were fully set forth therein:

1. Please clarify what exterior coating should be used for the ductile iron pipe spools exiting the wet well and entering the valve vault?

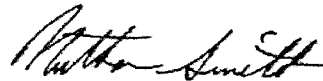
Answer: Any pipe spools within a structure shall be epoxy coated in accordance with the technical specifications. Beyond the concrete penetration where the pipe is buried, the spools may be entirely epoxy coated or may be transitioned with a flexible coupling to asphaltic coated and polyethylene encased ductile iron pipe.

2. Do line items 14 and 15 of the Bid Schedule found in section 00 42 43 have typos. Are the "quantity" and "unit" rearranged?

Answer: Yes, the "quantity" and "unit" were mistakenly rearranged. REPLACE Section 00 42 43, Bid Schedule with Section 00 42 43 A, attached.

3. Specification 26 01 26 Electrical Tests and 26 05 73 Protective Device Studies refers to NETA testing, short circuit coordination and arc-flash analysis. Due to the very low voltage and amperage rating of the electrical system on this project, NETA testing companies cannot provide this level of testing and studies.

Answer: DELETE Section 26 05 73, removing it from the specifications and REPLACE Section 26 01 26 - 15 with updated Section 26 01 26 - 15A, attached.



Nathan Smith, PE
Douglas County Public Works

Section 00 42 43 – Bid Schedule

Bid Schedule 1 – Base Bid

(ADDENDUM COPY)

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$	\$
2	Clearing, Grubbing, and Demolition	1	LS	\$	\$
3	Abandon Existing Dry Pit	1	LS	\$	\$
4	Convert Existing Wet Well and Appurtenances	1	LS	\$	\$
5	Wet Well Pumps and Motors	1	LS	\$	\$
6	6'x8'x7' Valve Vault with Internal Piping, Valves, and Appurtenances	1	LS	\$	\$
7	Manholes	3	EA	\$	\$
8	4" Force Main, Slip-Line, and Appurtenances	70	LF	\$	\$
9	8" SDR 35 Pipe	20	LF	\$	\$
10	Fencing	1	LS	\$	\$
11	Landscaping and Site Restoration	1	LS	\$	\$
12	Electrical Power and Controls	1	LS	\$	\$
13	Instrumentation	1	LS	\$	\$
14	Force Account: Force Main Location	4	HR	\$	\$
15	Force Account: Dewatering	10	Day	\$	\$
Bid Schedule 1 Total:					
Bid Schedule 1 Total in Words:					
Project Total:					
Project Total in Words:					

Check One:

- We qualify and claim the Preferential Bidder Status as specified in NRS 338.147 and **have attached the appropriate information** in accordance with the requirements of NRS 338.
- We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

Contractor: _____

Authorized Signature: _____

Date: _____

4. Perform overload tests at three hundred percent (300%) of motor full-load current. Trip times shall be in accordance with manufacturer's tolerances. Investigate values in excess of one hundred twenty (120) seconds.

3.14 TRANSFORMERS – SMALL DRY-TYPE, AIR-COOLED (600 Volt and Below, less than 100 kVA single-phase or 1000 kVA three-phase)

- A. Inspect for physical damage, broken insulation, tightness of connections, defective wiring and general condition.
- B. Thoroughly clean unit prior to making any tests.
- C. Perform insulation-resistance test. Calculate dielectric absorption ratio and polarization index. Make measurements from winding-to-winding and windings-to ground. Test voltages and minimum resistance shall be in accordance with NETA ATS, Table 100.5. Results shall be temperature corrected in accordance with NETA ATS, Table 100.14.
- D. Verify taps and connect transformer to desired tap, is applicable.
- E. Energize primary winding with system voltage. Measure secondary voltage with the secondary load disconnected. Record results
- F. A functional test and check of electrical components is required prior to performing subsystem testing and commissioning. Compartments and equipment shall be cleaned as required by other provisions of these Specifications before commencement of functional testing. Functional testing shall comprise:
 1. Visual and physical check of cables, circuit breakers, transformers, and connections associated with each item of new and modified equipment.
 2. ~~Verification that electrical equipment has been labeled with Arc Flash protection boundary and PPE levels, as required by Section 26-05-73 – Protective Device Studies.~~
 3. ~~Setting of protective relays in conformance with results of the Short Circuit Study required by Section 26-05-73 – Protective Device Studies and testing of relays to assure that relays will trip at the current value and time required by the Study.~~
 4. Circuit Breakers
 - a. Circuit breakers that have adjustable time or pick-up settings for ground current, instantaneous overcurrent, short-time overcurrent, or long-time overcurrent, shall be field-adjusted by a representative of the circuit breaker manufacturer.
 - b. ~~Time and pickup setting shall correspond to the recommendations of the Short Circuit Study.~~
 - c. Setting shall be tabulated and proven for each circuit breaker in its installed position.
 - d. Test results shall be certified by the person performing the tests and shall be submitted to the ENGINEER.
- G. Complete ground testing of grounding electrodes per requirements below prior to operating the equipment.
- H. Subsystem testing shall occur after the proper operation of alarm and status contacts has been demonstrated or otherwise accepted by the ENGINEER and after process control devices have been adjusted as accurately as possible. Alarm conditions shall be simulated for each alarm point, and alarm indicators shall be checked for proper operation. It is intended that the CONTRACTOR will adjust limit switches and level switches to their operating points prior to testing and will set pressure switches, flow switches, and timing relays as dictated by operating results.
- I. Metering and indication lights for motors and other devices shall be tested for proper operation.

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the total price indicated in Section 00 42 43 – Bid Schedule. Where required, unit prices computed in accordance with Paragraph 13.03.B of the General Conditions.

Bidder acknowledges that (1) Bid includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, and (2) when applicable, estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

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

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 11). These documents are submitted with and made a condition of the bid.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

GERHARDT + BERRY CONSTRUCTION INC.

By: *[Signature]* Greg Gerhardt

[Printed name] GREG GERHARDT
[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest: *[Signature]* Tim Tawell

[Printed name] TIM TAWELL

Title: PM / ESTIMATOR

Submittal Date: 3.26.2024

Address for giving notices:
GERHARDT + BERRY CONSTRUCTION
PO Box 51749
SPARKS, NV 89435

Telephone Number: 775.359.9817

Fax Number: 775.359.1945

Contact Name and e-mail address: GREG GERHARDT
T.M@GERHARDT+NBERRY.COM

Bidder's License No.: 10813A
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Section 00 42 43 – Bid Schedule

Bid Schedule 1 – Base Bid

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 27,000-	\$ 27,000-
2	Clearing, Grubbing, and Demolition	1	LS	\$ 15,675-	\$ 15,675-
3	Abandon Existing Dry Pit	1	LS	\$ 25,825-	\$ 25,825-
4	Convert Existing Wet Well and Appurtenances	1	LS	\$ 70,000-	\$ 70,000-
5	Wet Well Pumps and Motors	1	LS	\$ 53,350-	\$ 53,350-
6	6'x8'x7' Valve Vault with Internal Piping, Valves, and Appurtenances	1	LS	\$ 82,705-	\$ 82,705-
7	Manholes	3	EA	\$ 30,470-	\$ 91,410-
8	4" Force Main, Slip-Line, and Appurtenances	70	LF	\$ 300-	\$ 21,000-
9	8" SDR 35 Pipe	20	LF	\$ 140-	\$ 2,800-
10	Fencing	1	LS	\$ 30,555-	\$ 30,555-
11	Landscaping and Site Restoration	1	LS	\$ 2,140-	\$ 2,140-
12	Electrical Power and Controls	1	LS	\$ 141,530-	\$ 141,530-
13	Instrumentation	1	LS	\$ 47,610-	\$ 47,610-
14	Force Account: Force Main Location	4	HR	\$ 975-	\$ 3,900-
15	Force Account: Dewatering	10	Day	\$ 1,450-	\$ 14,500-
Bid Schedule 1 Total:					\$ 630,000-
Bid Schedule 1 Total In Words:		SIX HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS			
Project Total:		\$ 630,000-			
Project Total in Words:		SIX HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS			

Check One:

- We qualify and claim the Preferential Bidder Status as specified in NRS 338.147 and have attached the appropriate information in accordance with the requirements of NRS 338.
- We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

Contractor:

ALBERTSON & BERRY CONSTRUCTION INC.

Authorized Signature:

Henry Berkefeldt

Date:

3.18.24

Section 00 42 43 – Bid Schedule

(REVISED PER ADDENDUM #2)

Bid Schedule 1 – Base Bid

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$	\$
2	Clearing, Grubbing, and Demolition	1	LS	\$	\$
3	Abandon Existing Dry Pit	1	LS	\$	\$
4	Convert Existing Wet Well and Appurtenances	1	LS	\$	\$
5	Wet Well Pumps and Motors	1	LS	\$	\$
6	6'x8'x7' Valve Vault with Internal Piping, Valves, and Appurtenances	1	LS	\$	\$
7	Manholes	3	EA	\$	\$
8	4" Force Main, Slip-Line, and Appurtenances	70	LF	\$	\$
9	8" SDR 35 Pipe	20	LF	\$	\$
10	Fencing	1	LS	\$	\$
11	Landscaping and Site Restoration	1	LS	\$	\$
12	Electrical Power and Controls	1	LS	\$	\$
13	Instrumentation	1	LS	\$	\$
14	Force Account: Force Main Location	HR	4	\$	\$
15	Force Account: Dewatering	Day	10	\$	\$
Bid Schedule 1 Total:					
Bid Schedule 1 Total In Words:					
Project Total:					
Project Total in Words:					

Check One:

- We qualify and claim the Preferential Bidder Status as specified in NRS 338.147 and **have attached the appropriate information** in accordance with the requirements of NRS 338.
- We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

Contractor:

GERHARDT + BERRY

Authorized Signature:

Date:

3.26.2014



NEVADA STATE CONTRACTORS BOARD

5300 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON SEPTEMBER 1, 2023 AND EXPIRES ON AUGUST 31, 2024, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Susan Broili Kamesch
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE 8.11.2023
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 with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID BOND

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

BIDDER (Name and Address): Gerhardt & Berry Construction, Inc.
2134 Kleppe Lane
Sparks, NV 89431

SURETY (Name, and Address of Principal Place of Business): Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address): Douglas County
c/o Douglas County Public Works
1120 Airport Rd, #F-2
PO Box 218
Minden, NV 89423

BID

Bid Due Date: March 20, 2024

Description (Project Name— Include Location): Barling Lift Station Replacement
PWP # DO-2024-053; Project Number 23S01
Douglas County, Nevada

BOND

Bond Number: N/A

Date: March 13, 2024

Penal sum Five Percent of Total Amount Bid \$ 5% of Total Amount Bid
(Words) (Figures)

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

BIDDER

Gerhardt & Berry Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Great American Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature

By:

[Signature]
Signature (Attach Power of Attorney)

ALAN GERHARDT
Print Name

Andrea Cantlon
Print Name

PRESIDENT
Title

Attorney-In-Fact
Title

Attest:

[Signature]
Signature

Attest:

[Signature]
Signature

Title PM / ESTIMATOR

Title Witness

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

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

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

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21731

POWER OF ATTORNEY

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

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA CANTLON		
CAREY MORGAN		
SHELLY DEMARAY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of MAY, 2022.



Atty L C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 3RD day of MAY, 2022

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

MARK VICARIO (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 13th day of March, 2024



Atty L C. B.

Assistant Secretary

Section 00 45 13.01 – Bidder’s Qualification Statement

Submitted By:

Name of Organization GERHARDT & BERRY CONSTRUCTION

Name of Individual/Title GREG GERHARDT / PRESIDENT

Address PO Box 51749
SPARKS, NV 89435

Telephone/Fax 775.359.8817 / 775.359.1945

Project Contact/Title BARLING LIFT STATION REPLACEMENT

Submitted To:

Name Douglas County Public Works

Address 1120 Airport Rd. #F-2
PO Box 218
Minden, NV 89423

Telephone/Fax
Project Contact

Project Name and Description (if Applicable)

BARLING LIFT STATION REPLACEMENT

Contractor’s General Business Information

Check if:

Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

1. Date and State of Incorporation

NEVADA - 1972

2. List of Executive officers name(s) and title

GREG GERHARDT - PRESIDENT

SHARLA GERHARDT - SECRETARY & TREASURER

If Partnership:

1. Date and State of Organization

2. Names of Current General Partners

3. Type of Partnership

General Publicly Traded

Limited Other (describe): _____

If Joint Venture:

1. Date and State of Incorporation

2. Name, Address, and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

1. On Schedule A (attached), list major engineered construction projects completed by this organization in the past five (5) years (if joint venture list each participant's projects separately).
2. On Schedule B (attached), list current projects under construction by this organization (if joint venture, list each participant's projects separately).
3. On Schedule C (attached), provide details of the construction experience of the principal individuals of your organization directly involved in construction operations.

4. Does your organization possess a valid State of Nevada Contractor's license of a class corresponding to the work to be performed?

Yes No

If yes, list the license number(s) and classification(s).

00109131 - GENERAL ENGINEERING

www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
GERHARDT & BERRY CONSTRUCTION INC

Licensed since August 28, 1972

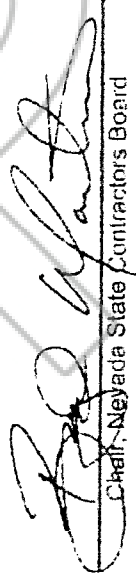
License No. **0010813A**

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

A General Engineering

PRINCIPALS:
GREG GERHARDT, President, CI
SHARLA GERHARDT,
Secretary/Treasurer

LIMIT: Unlimited
EXPIRES 08/31/2024



Chair, Nevada State Contractors Board

5. List the licensed categories of work that your company normally performs with its own workforce.

GENERAL ENGINEERING

6. Can your organization provide performance and payment bonds for this project?

Yes No

7. What is your approximate total bonding capacity?

- \$0 to \$500,000
- \$500,000 to \$2,000,000
- \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000
- \$10,000,000 or more

8. Name of Surety company and name, address, and phone number of agent

GREAT AMERICAN INSURANCE CO.

ANDREA CANTON

302 E. TOWATH STREET CINCINNATI, OH 45202

745.334.1987

9. Does your organization have the ability to obtain and maintain insurance coverage for public liability and property damage, and all other insurance as specified and for the limits required in the contract documents?

Yes No

10. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes No

If yes, show names and addresses of affiliated companies.

11. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe the circumstances and provide details.

12. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe the circumstances and provide details.

13. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe the circumstances and provide details.

14. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?

Yes No

If yes, describe the circumstances and provide details.

15. Has your organization had a contract partially or completely terminated for default (cause) within the past five years?

Yes No

If yes, describe the circumstances and provide details.

16. Has your organization been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895?

Yes No

If yes, describe the circumstances and provide details.

17. Has your organization been convicted of a violation for discrimination in employment during the 2 years immediately preceding this bid?

Yes No

If yes, describe the circumstances and provide details.

18. Has your organization been disciplined or fined or disciplined by the State of Nevada Contractor's Board or another state or federal agency for conduct that relates to the ability to perform the work required for this project?

Yes No

If yes, describe the circumstances and provide details.

19. Does your organization have a safety program that complies with the requirements of NRS 618?

Yes No

If yes, describe the circumstances and provide details.

WRITTEN SAFETY PROGRAM

REGULAR SAFETY MEETINGS

20. Describe the permanent safety program you maintain within your organization.

WRITTEN SAFETY PROGRAM

REGULAR SAFETY MEETINGS

21. During the 5 years immediately preceding the date of this bid, has your organization filed as a debtor under the provisions of the United States Bankruptcy Code?

Yes No

If yes, describe the circumstances and provide details.

22. During the 5 years immediately preceding the date of this bid, has your organization, as a result of causes within the control of your organization or a subcontractor or supplier of your organization, failed to perform any contract:

a. In a manner specified by the contract and any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

Yes No

If yes, describe the circumstances and provide details.

b. Within the time specified by the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

Yes No

If yes, describe the circumstances and provide details.

c. For the amount of money specified in the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

Yes No

If yes, describe the circumstances and provide details.

23. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank UNION BANK

Address 349 S. VIRGINIA ST.

RENO, NV 89502

Account Manager NATHAN WILKERSON

Telephone 775.343.7801

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

Signature: *Greg Gerhardt*

Name: GREG GERHARDT

Title: PRESIDENT

Dated: 3.20.2024

Schedule B – List of Current Projects Under Construction					
Name, Location, and Description of Project	Owner	Design Engineer	Contract/Price/ Percent Completed	Scheduled Completion	Reference, Address, and Phone

Schedule C – Construction Experience of Principal Individuals Involved in Construction Operations				
Name	Position	with this Organization	Date Started in Construction	Prior Positions and Experience in Construction

2023 PROJECTS

#1203	TMWA MONTREUX WATER RELOC	WATER	\$433,134.00	RENO	Shelley Huxhold shuxhold@tmwa.com
#1204	GOODSELL 4TH STREET		\$441,367.00	RENO	RANDY MCREYNOLDS mcreynolds@artistrvnv.com
#1205	SILVER KNOLLS 10405 BOUNDER LEAK REPAIR		\$11,500.00	WASHOE COUNTY	DARREN KITZMILLER elevatewaterservices@gmail.com
#1206	MATT DAY	T&M			MATT DAY matt.dav@noidea.com
#1207	SWEETENER PARKING LOT		\$129,297.00	RENO	Randy Laninga rlaninga@sweetenersuqqiv.com
#1208	2200 E. NEWLANDS FERNLEY		\$11,313.00	FERNLEY	Chad Johnson chad@acitonelectncnv.com
#1209	TMWA STIMGID WELL 1 WASTE BOX		\$10,088.00	RENO	JACKIELOU HEIDELBERGER jheidelberger@tmwa.com
#1210	TUNNEL RIDGE DRAINAGE REPAIR	T&M		RENO	Frank Tucker ftucker33@gmail.com
#1211	TMWA MT ROSE 5 WELL IMPROVE		\$415,824.00	Mt Rose	Shelley Huxhold shuxhold@tmwa.com
#1212	TMWA 7th STREET BOOSTER		\$7,830,000.00	RENO	Laura Rader lrader@tmwa.com
#1213	NV ENERGY 875 LONG ST CARSON CITY		\$9,206.00	CARSON CITY	Vic Albiniano victoralbiniano@nvenergy.com
#1214	TMWA 1ST AND ARLINGTON WATER MAIN REPLACEMENT		\$83,000.00	RENO	SHELLEY HUXHOLD shuxhold@tmwa.com
#1215	TMWA Shadow Hills PRS Demo		\$45,328.00	VIRGINIA CITY	JASON BARNES jbarnes@tmwa.com
#1216	SECURITY PUBLIC STORAGE		\$125,000.00	RENO	STEVE TERPSTRA sterpstra@bacoproperties.com
#1217	MEADOW WOOD APTS HYDRANT REPLACEMENT		\$9,325.00	RENO	WESLEY TURNER wesley@mwapisreno.com
#1218	VMWC SPRING OVERFLOW		\$16,097.00	VERDI	Jeff Maillard verdimutualwaterco@gmail.com
#1219	DAVID CORRAO HANGER PAVING IMPROV		\$169,474.00	CARSON CITY	DAVID CORREO dcorrao@att.net
#1220	TMWA MOUNT ROSE 6 UNDERSLAB INVES		\$14,625.00	RENO	KES VITKUS kvilkus@tmwa.com
#1221	KLEPPE 1* WATER SERVICE		\$38,860.00	SPARKS	DICKSON COMMERCIAL GRP
#1222	CAUGHLIN PUMP PEDISTAL		\$59,437.00		
#1223	85 HUBBARD WAY WATER SERVICE		\$36,708.00	RENO	JUAN ROCHA MARTINEZ rocha1381@icloud.com
#1224	CH SPENCER OIL SPILL EXCAVATION		\$9,195.00	SPARKS	Don Canepa dcanepa@chspencer.com

2022 PROJECTS

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#1133	SNOW REMOVAL & PLOWING	ONGOING		RENO/SPARKS	GREG GERHARDT grec@gerhardtberry.com
#1134	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM 775-359-6600
#1135	CORESTONE ENGINEERING 2022	ONGOING		RENO/SPARKS	VIMAL VIMALARAJ vimal@coresstoneengineering.com
#1136	NAISBITT 2022	ONGOING		RENO/SPARKS	RICK WILLIAMS williams@naisbitco.com
#1137	NEVADA PACIFIC CONSULTING CASCADE PAVERS	PAVERS	\$115,000.00	INCLINE VILLAGE	ERIC MABRY eric@nevadapacific.com
#1138	CITY OF RENO - ROSEWOOD WASH DRAINAGE IMPROVEMENT PROJECT	STORM DRAIN	\$2,048,385.90	RENO	STEVE GAMILIS gamilis@reno.gov
#1139	BOYS & GIRLS CLUB - PENNINGTON GATE RELOCATION	MOVING GATE	\$39,165.00	RENO	MIKE WURM mwurm@bgcjm.org
#1140	NEVADA PACIFIC CONSULTING PONDEROSA RETAINING WALL	EARTHWORK		INCLINE VILLAGE	ERIC MABRY eric@nevadapacific.com
#1141	B. MURPHY - ROCK CHUCK GAS	GAS		T&M RENO	BRIAN MURPHY brian@bmcclreno.com
#1142	RIVERBELLE 2022	ONGOING		VERDI	GREG RADERY 775-393-0653
#1143	ACTION ELECTRIC 2022	ONGOING		SPARKS	LARRY NISTLER larry@actionelectricnv.com
#1144	FSR- SIERRA GARDENS HOA FIRE HYDRANT REPAIRS	FIRE HYDRANT REPAIR	\$8,250.00	RENO	MARIAN YOUNG marian.young@residential.com
#1145	STONEGATE- ACCESS ROAD T&M	EARTHWORK		T&M WASHOE COUNTY	MICHAEL BARNES mbarnes@stonegatereno.com
#1146	CITY OF SPARKS T&M 2022	ONGOING		SPARKS	ASHLEY ELSON aelson@cityofsparks.us
#1147	TMWA- EASTMAN DITCH REPAIRS	DITCH REPAIRS	\$19,330.00	SPARKS	ERIC MOTHERHEAD emotherhead@tmwa.com
#1148	BOYS & GIRLS CLUB- SNOWMELT & BOILERS	WATER	\$585,642.00	RENO	MIKE WURM mwurm@bgcjm.org
#1149	OCHOA DEVELOPMENT- POTHOLING & TREE REMOVAL	POTHOLING & TREE REMOVAL		TBD RENO	GLEN YAMAMOTO glen.yamamoto@gmail.com
#1150	IRELAND- 235 JUNIPER HILL RD SEWER LATERAL	SEWER	\$12,750.00	WASHOE COUNTY	KELLY IRELAND kelly.ireland@cbtechinc.com
#1151	SHAW ENGINEERING POTHOLING	POTHOLING		T&M RENO	CODY BLACK cody@shawengineering.com
#1152	HULL- VULGAMORE GAS SERVICE (CANCELLED BY OWNER)	GAS SERVICE	\$28,178.75	RENO	JASON HULL jhull.rfk@gmail.com
#1153	WCSD- REPAIR OF CONCESSION SEWER LINE AT REED H.S	SEWER LINE	\$35,412.00	SPARKS	WCSD PURCHASING DEPT. solicitations@washoeschools.net
#1154	HIGHFIELD - 1155 W HWY 40 WATER	WATER	\$144,025.00	VERDI	GLEN HIGHFIELD pamhighfield@aql.com
#1155	CITY OF FERNLEY - WEST LIFT STATION RECONSTRUCTION	WATER	\$1,499,873.00	FERNLEY	KARI WEITZEL kweitzel@cityoffernley.org
#1156	TMWA- 21-22 PRS IMPROVEMENTS	WATER	\$2,434,691.00	RENO	LAURA RADER lrader@tmwa.com
#1157	TOWN OF MINDEN- 2022 WATERLINE REPLACEMENT	WATER	\$2,260,474.00	MINDEN	ALICIA DICKERSON adickerson@douglasriv.us
#1158	CITY OF SPARKS- CATCH	STORM DRAIN	\$10,660.00	SPARKS	KEVIN PORTER

2022 PROJECTS

BASIN REPLACEMENT					kporter@cityofsparks.us
#1159	CITY OF SPARKS- VAULT LID AT D'ANDREA & VISTA	WATER	\$11,063.00	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#1160	TANAMERA CONSTRUCTION- ANDREA ST. SEWER	WATER	\$295,620.00	RENO	JARED NORTON jnorton@tcenv.com
#1161	CME POTHOLING	POTHOLING	T&M	RENO/SPARKS	NICHOLAS ANDERSON nanderson@cmenv.com
#1162	NATIONAL AUTO MUSEUM NAM BACKFLOW	WATER	\$97,407.50	RENO	BJ SULLIVAN bj@ciarsullivan.com
#1163	WCCS MONITORING WELL MODIFICATION	WATER	T&M	RENO/SPARKS	BRIAN BASS BBass@washocounty.gov
#1164	TMWA 5th, 6th, 7th, AND G ST	WATER	\$687,552.00	SPARKS	STEVE VOLK Svolk@tmwa.com
#1165	TMWA SPANISH SPRINGS 1 PRESSURE	WATER	\$1,451,908.00	SPARKS	Kelly McGlynn kmcglynn@tmwa.com
#1166	TOWN OF MINDEN US 395 WATER MAIN REPL	WATER	\$691,038.00	MINDEN	JD Frisby jfrisby@douglasnv.us
#1167	TMWA THOMAS CREEK WELLHOUSE	WATER	\$3,264,511.00	RENO	Ben Jesch bjesch@tmwa.com
#1168	TMWA MAG METERS	WATER	\$50,591.25	RENO	David Diegle Ddiegle@tmwa.com
#1169	CITY OF RENO FIRE HYDRANT REPLACEMENT	HYDRANT REPAIR	T&M	RENO	NICK MANZO manzon@reno.gov
#1170	401 FLINT ST GAS ABANDONMENT GAS (BLC BUILDERS)		\$17,040.00	RENO	JKOCKROW@BLCBUILDERS.COM
#1171	MANOQUE GATE	ELECTRICAL	\$45,032.00	RENO	CHAD JOHNSON chad@actionelectric.com
#1172	SKMWC LEAK REPAIR	WATER	T&M	RENO	
#1173	FERRIS GAS SERVICE J PUZEY	GAS	\$16,524.00	RENO	Jim Puzey puzey@puzeylaw.com
#1174	TMWA CHALKBLUFF ERIC MOTHERSHEAD	WATER	\$22,308.00	RENO	ERIC MOTHERSHEAD emothershead@tmwa.com
#1175	GARDNERVILLE WATER ER WATERLINE REPAIR	WATER	\$35,000.00	GARDNERVILLE	
#1176	TMWA QUAIL BOISE GREENBRA REPAIR	WATER	\$699,582.00	SPARKS	Steve Volk, PE svolk@tmwa.com
#1177	CYRQ ENERGY L LEAK REPAIR	WATER	\$25,000.00	RENO	Avalon - Matt Rosenfeld matt.rosenfeld@cyrgenerav.com
#1178	LOGIC CRE BARING HYDRANT REPLACE	WATER	\$13,135.00	SPARKS	Logic - Ian Cochran iancochran@logiccre.com

2021 PROJECTS

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#1072	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM (775) 359-6600
#1073	SNOW REMOVAL & PLOWING	ONGOING		RENO/SPARKS	GREG GERHARDT (775) 772-0203
#1074	BROADBENT WELL MONITORING	ONGOING		WASHOE COUNTY	
#1075	TMWA WILSON, STEWART MORAN & ROBERTS ST. MAIN REPLACEMENTS	WATER WORK	\$894,935.35	RENO	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1076	WCSD - WATER MAIN LINE REPLACEMENT AT MAMIE TOWLES E.S	WATER LINE	\$58,850.00	RENO	JACKIE BORMAN jack.e.borman@washoeschools.net
#1077	NAISBITT - 620 SPICE ISLAND BACKFLOWS	WATER	\$83,923.00	SPARKS	RICK WILLIAMS rwilliams@naisbitco.com
#1078	GARDNER - UPRR PROPANE PROJECT	PROPANE LINE	\$53,452.00	SPARKS	RICK GARDNER rgardner@gardnereno.com
#1079	MARMOT PROPERTIES - 529 MORAN WATER SERVICES	WATER SERVICES	\$12,156.60	RENO	BRYAN RAYDON braydon@marmotinvestments.com
#1080	KATERRA - TWIN LAKES BOOSTER PUMP STATION	WATER WORK	\$1,018,061.00	RENO	JOEL HEIDEMA joelheidema@katerra.com
#1081	NAISBITT - 150 GREG ST	BACKFLOW	\$19,205.00	SPARKS	RICK WILLIAMS rwilliams@naisbitco.com
#1082	CORESTONE ENGINEERING 2021	ONGOING		RENO/SPARKS	VIMAL VIMALARAJ vimal@corestoneengineering.com
#1083	MATHERS - 630 STEWART ST GAS SERVICE	GAS SERVICE	\$6,920.10	RENO	CAROL MATHERS caromathers1@gmail.com
#1084	GREENE - 780 ROBERTS WATER SERVICE	WATER SERVICE	\$3,500.00	RENO	KEN GREENE ken@greenefi.com
#1085	SULLIVAN - 2317 DANT CT	ELECTRICAL REMODEL		RENO	CASEY SULLIVAN csullivan@tamareckjunction.com
#1086	TMFPD - DOLLAR TREE HYDRANT	FIRE HYDRANT	\$5,165.00	RENO	JAMES SOLARO jsolaro@tmfpd.us
#1087	TMWA - BEAUMONT 1 PRS RELOCATION	WATER	\$258,188.50	RENO	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1088	NEVADA PACIFIC CONSULTING	PAVERS		INCLINE VILLAGE	ERIC MABRY eric@nevadapacific.com
#1089	HINMAN - 604 S WELLS PAVEMENT REPLACEMENT	PAVING	\$27,950.00	RENO	RUSTY HINMAN rusty@hinmaninsurance.com
#1090	EMERGENCY WORK AT WILBUR MAY	WATER	\$10,740.00	RENO	DAVE HUGHES dhughes@washoecounty.us
#1091	TEMPORARY BYPASS	BYPASS PUMPING	\$49,999.00	CARSON CITY	CAROL AKERS CAkers@carson.org
#1092	TMWA - KINGS ROW FIRE FLOW UPGRADES	WATER	\$149,998.00	RENO	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1093	OPFERMAN - 265 WILD ROSE WATER & GAS SERVICE	WATER & GAS	\$13,636.00	RENO	ROD OPFERMAN rodos@sbccglobal.net
#1094	TMWA SPRING CREEK 8 WELL TEMP	WATER	\$67,241.00	SPARKS	JASON BARNES jbarnes@tmwa.com
#1095	WASHOE CO. DOUBLE R & S MEADOWS RECLAIMED WATER	VALVE REPLACEMENT	\$8,822.81	RENO	DAVE HUGHES dhughes@washoecounty.us

2021 PROJECTS

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#1096	NEWMANN - 400 E QUEEN WAY WATER SERVICE	WATER	\$14,478.00	RENO	DEREK NEWMANN lineumy1@gmail.com
#1097	STRATUS ENVIRONMENTAL - CHUCKS CIRCLE C MARKET	WATER	\$29,799.50	WASHOE COUNTY	ALAN VERA-GARCIA averagarcia@stratusinc.com
#1098	TMWA - WATERMAIN FOR G ST & SHRIVER BLVD	WATER	\$355,256.00	RENO	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1099	CARSON CITY - WELL 3 DITCH WORK	PUMP STATION	\$8,250.00	CARSON CITY	DARREN ANDERSON danderson@carson.org
#1100	WCSD - WATER MAIN TO A & C WATER BLDGS AT STEAD ELEMENTARY SCHOOL		\$55,975.00	RENO	DAWN ALLSHOUSE Dawn.Allshouse@WashoeSchools.net
#1101	REPAIRS FOR NCS REAL ESTATE - SPANISH SPRINGS LEAK	WATER	\$23,211.00	SPARKS	BROOKE BARRAZA bbarraza@ncsreno.com
#1102	TMWA KINGLET TANK VAULT	WATER	\$54,170.00	SPARKS	ERIC MOTHERSHEAD emothershead@tmwa.com
#1103	STONEGATE - WELL ACCESS ROAD	ACCESS ROAD	\$67,764.50	WASHOE COUNTY	MICHAEL BARNES mbarnes@stonegatereno.com
#1104	TMWA - CAUGHLIN 5 PRESSURE ZONE LOOPING	WATER	\$781,689.00	RENO	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1105	MERIT ELECTRIC - GENERATOR RELOCATION	CONCRETE/FENCING/ CONDUIT	\$14,779.00	RENO	JIM CERNY jcerny@meritelectreno.com
#1106	TMWA - NEWPORT LN. WATER MAIN REPLACEMENT	WATER	\$362,352.00	RENO	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1107	IRELAND - 725 YORI AVE. GAS SERVICE	GAS	\$9,845.50	RENO	SHELLYN IRELAND vanil3@sbcglobal.net
#1108	NAISBITT 2021	ONGOING		RENO/SPARKS	RICK WILLIAMS rwilliams@naisbittco.com
#1109	RENO TAHOE GEO ASSOC POTHOLE	ONGOING		RENO/SPARKS	DENNIS PELHAM dpelham@rtceo.com
#1110	WASHOE CO - STMWRF EXPANSION PROJECT	POTHOLING	\$57,612.15	RENO	MEGAN SIZELOVE MSizelove@washoecounty.us
#1111	NEVADA PACIFIC CONSULTING - PONDEROSA ORGANIC-LOCK	TEMP PAVING	\$115,000.00	INCLINE VILLAGE	ERIC MABRY eric@nevadapacific.com
#1112	DOUGLAS CO. - GENOA WATER MAIN PROJECT	WATER	\$330,011.69	GENOA	RICK ROBILLARD rrobillard@douglasnv.us
#1113	TMWA - MARBLE RIDGE PRS IMPROVEMENTS	WATER	\$326,532.00	RENO	LAURA RADER lrader@tmwa.com
#1114	NEVADA PACIFIC CONSULTING EARTHWORK PONDEROSA RETAINING WALL	EARTHWORK	\$39,810.75	INCLINE VILLAGE	ERIC MABRY enc@nevadapacific.com
#1115	TMWA - VERDI HYDRO MAIN EXTENSION	WATER	\$561,087.00	WASHOE COUNTY	SHELLEY HUXHOLD SHuxhold@tmwa.com
#1116	INDOOR SPORTS DOME XI GAS BACKFILL	GAS	\$5,522.00	RENO	STEVE MONTES smontes@icfresno.com
#1117	CITY OF SPARKS - STANFORD MANHOLE MANHOLE		\$9,073.50	SPARKS	DAN MARRAN dmarran@cityofsparks.us
#1118	HEMOCRAFTERS - FENNEL 4120 LATIGO CT	UTILITIES & PAD CONSTRUCTION	\$200,361.00	RENO	TROY MEANS troy@homecraftersreno.com
#1119	GARDNER - BD BILLINGHURST WATER REPAIRS	WATER	\$11,100.00	RENO	DANNY ROBINSON drobenson@gardnereno.com
#1120	BOYS & GIRLS CLUB - PENNINGTON GATE RELOCATION	MOVING GATE	\$39,165.00	RENO	MIKE WURM mwurm@bactm.org
#1121	CITY OF RENO - ROSEWOOD WASH DRAINAGE IMPROVEMENT PROJECT	STORM DRAIN	\$2,048,385.90	RENO	STEVE GAMILIS gamiliss@reno.gov

2021 PROJECTS

#1122	LEGACY CONST. SPORTS DOME XL GREASE INTERCEPTOR	GREASE INTERCEPTOR	\$34,286.00	RENO	STEVE MONTES smontes@lcfresno.com
#1123	TMWA - CHALK BLUFF LEAK & REPAIR	LEAK REPAIR	\$10,327.79	RENO	ERIC MOTHERSHEAD emotherhead@tmwa.com
#1124	TMWA - THOMA-YORI WATER MAIN REPLACEMENT	WATER MAIN	\$342,495.00	RENO	SHELLEY HUXHOLD Shuxhold@tmwa.com
#1125	MT ROSE HVAC - 4124 LATIGO WATER MAIN	WATER MAIN	\$12,884.40	WASHOE COUNTY	ANTHONY MERLINO amprecisionservices@gmail.com
#1126	TMWA - WATT, SUNSET MAIN REPLACEMENT	WATER MAIN	\$1,732,549.00	RENO	SHELLEY HUXHOLD Shuxhold@tmwa.com
#1127	NAISBITT - COLORITE DRAINAGE & PUMPS	SAND/OIL SEPERATOR	\$57,450.00	SPARKS	AMANDA POOL amandap@naisbitco.com
#1128	FENNELL - 4110 LATIGO	UTILITIES & PAD CONSTRUCTION	\$134,488.00	WASHOE COUNTY	TOM FENNELL tfennell@dicksoncg.com
#1129	CITY OF RENO - FIRE HYDRANT REPLACEMENT	FIRE HYDRANT	\$24,945.00	RENO	NICK MANZO manzon@reno.gov
#1130	JACQUES - 3265 MONTECITO DR. SEWER	SEWER	\$5,582.00	SPARKS	LESLIE JACQUES leslie@unr.edu
#1130	CITY OF SPARKS - 3265 MONTECITO DR. SEWER	SEWER	\$4,915.00	SPARKS	ASHLEY ELSON aelson@cityofsparks.us
#1131	ACTION ELECTRIC - TMCC VAULT LID REPLACEMENT	VAULT REPAIR	\$7,538.00	RENO	CHAD JOHNSON chad@actionelectricnv.com
#1132	B MURPHY - ROCK CHUCK GAS	GAS	T&M	RENO	BRIAN MURPHY brian@bmcpreno.com

2020 RESUME

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#1023	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM (775) 359-6600
#1024	SNOW REMOVAL & PLOWING	ONGOING		RENO/SPARKS	GREG GERHARDT (775) 772-0203
#1025	CASCADE BEACH 2020	WATER WORK		LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1026	NAISBITT/BOULDER CONST 5190 NEIL RD. DOMESTIC & FIRE BACKFLOW	BACKFLOW PREVENTION	\$56,029.00	RENO	RICK WILLIAMS RWilliams@naisbittco.com
#1027	JOB CANCELLED BY OWNER				
#1028	1001 & 985 SONORA DR. GAS SERVICE	GAS SERVICE	\$34,680.50	RENO	STACEY SELLERS stacemarie@hotmail.com
#1029	NAISBITT 2020	ONGOING		SPARKS	RICK WILLIAMS Rwilliams@naisbittco.com
#1030	TOWN OF MINDEN - 2020 WATERLINE REPLACEMENT	WATER LINE	\$409,765.00	MINDEN	JOHN FRISBY JFnsbv@douglasnv.us
#1031	MGSD 2020 10TH ST. SEWER LINE MAINTENANCE	SEWER LINE	\$60,448.00	MINDEN	APRIL BURCHETT april@mgsdistrict.org
#1032	TMWA PLUMAS-URBAN PRESSURE REGULATING STATION REBUILD	WATER WORK	\$805,541.00	RENO	JASON PHINNEY jphinney@tmwa.com
#1033	COS WINGFIELD BOLLARDS AND CHAIN	BOLLARDS	\$4,371.15	SPARKS	ASHLEY ELSON aelson@cityofsparks.us
#1034	TMWA ROLL SEAL REPLACEMENT	WATER WORK	\$66,834.55	RENO	SHELLEY HUXHOLD Shuxhold@tmwa.com
#1035	BROADBENT WELL MONITORING	ONGOING		WASHOE COUNTY	
#1036	TMFPD SUN VALLEY HYDRANT	FIRE HYDRANT	\$7,996.00	SUN VALLEY	JAMES SOLARO solaro@tmfpd.us
#1037	RON PATERSON LANDSCAPING	LANDSCAPING		RENO	RON PATERSON r.paterson@sbcglobal.net
#1038	KGW CONST. TMWA WATER TREATMENT PLANT	GAS LINE	\$3,000.00	RENO	DAVE BRISTOL davebristol@kqwalters.com
#1039	CITY OF SPARKS MANHOLE RE-SET	MANHOLE	\$3,672.00	SPARKS	ASHLEY ELSON aelson@cityofsparks.us
#1040	NAISBITT 960 E GREG ST SEWER	SEWER LINE	\$87,333.00	SPARKS	RICK WILLIAMS rwilliams@naisbittco.com
#1041	TMWA- PRATER CP ADDITION	WATER WORK	\$49,995.00	SPARKS	SCOTT BENEDICT scott@sbcivilenaineering.com
#1042	VIDALES- 5751 SIDEHILL DR. GAS SERVICE	GAS SERVICE	\$5,000.00	RENO	PEDRO VIDALES laura_owens3006@gmail.com
#1044	BLC COATING - GAS SERVICE	GAS SERVICE	\$3,475.00	SPARKS	JOHN HUH johnhuhw@gmail.com
#1045	ARMAC - GAS SERVICE	GAS SERVICE		ONGOING WASHOE COUNTY	SHAWN STARKS shawn@armacconstruction.com
#1046	CITY OF SPARKS MANHOLE	MANHOLE	\$8,622.00	SPARKS	ASHLEY ELSON

2020 RESUME

#2737 REPAIR

aelson@cityofsparks.us

#1047	TMWA BROADHEAD PARK RESTROOM INSTALL	SEWER, WATER, INSTALL PRE-FAB RESTROOM	\$129,964.75	RENO	LAURA RADER lrader@tmwa.com
#1048	UNION PACIFIC GALV PIPE AND VALVES	PIPING	\$10,319.40	SPARKS	ANDREW STECKER abstecke@up.com
#1049	STAMPEDE CONST.- THE GREENS AT TOWN CENTER	CONCRETE, DRAINAGE, PAVING	\$74,761.10	RENO	MICHAEL MERLINO mike.stampede@yahoo.com
#1050	BURKE - 942 LANDER ST GAS SERVICE	GAS SERVICE	\$20,825.50	RENO	MICHELLE BURKE mhb.1013@yahoo.com
#1051	JOY ENGINEERING- LOMPA RANCH OFF SITE SEWER	SEWER LINE	\$453,198.00	CARSON CITY	ERIC JONES ejones@joventengineering.com
#1052	HARRISON - DRIVEWAY REPLACEMENT	DRIVEWAY	\$26,276.21	SPARKS	MIKE HARRISON mike@deserthills.com
#1053	CITY OF SPARKS 1010 PRATER WAY SEWER	SEWER LATERAL REPAIR	\$5,472.50	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#1054	FENNELL - LATIGO DR. SEWER EXTENSION	SEWER	\$107,474.00	WASHOE CO.	TOM FENNELL tfennell@dicksonco.com
#1055	LITTLE - 1610 PITTMAN AVE.	WATER WORK	\$24,289.15	SPARKS	ED LITTLE elittle@surfacesystemsinc.com
#1056	TMWA - SPANISH SPRINGS MAIN REPLACEMENT	WATER WORK	\$1,590,955.00	SPARKS	SHELLEY HUXHOLD Shuxhold@tmwa.com
#1057	NAISBITT - SIERRA COMMERC BLDG #8 BACKFLOW	WATER WORK	\$25,657.00	SPARKS	RICK WILLIAMS RWilliams@naisbittco.com
#1058	NV COMM. SERVICES - CONEY FIRE ISLAND HYDRANT REPLACEMENT	HYDRANT	\$9,049.60	SPARKS	DRESDEN DIEHL ddiehl@ncsreno.com
#1059	THE PARK AT IDLEWILD	WATER LINE	\$20,243.00	RENO	ANGELA JOHNSON angela.johnson@conam.us
#1060	CARSON CITY - PRODUCTION WELL 3B WELL HOUSE & EQUIP.	PUMP STATION	\$634,565.00	CARSON CITY	CAROL AKERS CAkers@carson.org
#1061	GARDNER ENGINEERING WCCSD - VAUGHN BOILER REPLACE	WATER WORK	\$89,595.00	RENO	DANNY ROBINSON drobinsn@gardnereng.com
#1062	INLAND SUPPLY CO EMERGENCY WORK	WATER LINE	\$10,725.83	RENO	GORDON ELLIOT gordon@inlandsupplyco.com
#1063	CITY OF SPARKS EUROPA DR SD REPAIR	WATER WORK	\$9,972.97	SPARKS	BRANDON BAXTER bbaxter@cityofsparks.us
#1064	KATERRA CONSTRUCTION TWIN LAKES BOOSTER STATION	WATER WORK	\$1,037,211.48	RENO	JOEL HEIDEMA joel.heidema@katerra.com
#1065	TMFPD 2020 HYDRANT REPLACEMENT PROJECT	FIRE HYDRANT	\$69,552.00	RENO	JAMES SOLARO jsolaro@tmfpd.us
#1066	CORFD CAUGHLIN LATERAL REPLACEMENT	SEWER	\$8,040.00	RENO	NICK MANZO manzon@reno.gov

2020 RESUME

#1067	JOHNNYS RISTORANTE SEWER	SEWER LINE	\$17,750.00	RENO	LOUIS CASSINARI johnnysinreno@sbcglobal.net
#1068	FOLLETTE - 252 PRICKLY PEAR RD. POOL DEMO	POOL DEMO	\$37,378.00	VERDI	WILLIAM FOLLETTE follette@unr.edu
#1069	COS CITY HALL SEWER REPLACEMENT	SEWER	\$11,997.00	SPARKS	ROB BIDART rbidart@cityofsparks.us
#1070	TMWA WILSON, STEWART, MORAN & ROBERTS ST. MAIN	WATER WORK REPLACEMENTS	\$894,935.35	RENO	SEE 2021 RESUME AWARDED IN 2020
#1071	PENHALL O'REILLY'S WATERLINE REPAIR	WATERLINE REPAIR	\$12,110.28	SPARKS	MICHAEL HUSTAD



2019 RESUME

<u>JOB</u>	<u>NAME</u>	<u>TYPE OF WORK</u>	<u>BID</u>	<u>LOCATION</u>	<u>FOR WHOM</u>
#40	1316 BUENA VISTA	DRAINAGE IMPROVEMENTS	\$9,235.00	RENO	WEI YANG waiyang9264@yahoo.com
#40	9865 N VIRGINIA ST	GRADING	\$23,875.00	RENO	KEVIN SIGSTAD ksigstad@premierpropertiesnv.com
#40	CITY OF SPARKS EMERGENCY WORK	REPAIR STORM DRAIN LATERAL	\$2,132.65	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	CITY OF SPARKS EMERGENCY WORK	REPAIR STORM DRAIN LATERAL	\$2,744.19	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	CITY OF SPARKS EMERGENCY WORK	REPLACED D.I.		SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	CITY OF SPARKS EMERGENCY WORK	REPLACED WATER VALVE	\$4,417.68	SPARKS	KEVIN PORTER kporter@cityofsparks.us
#40	4TH ST REPAIR	REPLACED WATER SERVICE	\$8,469.75	RENO	NAISBITT skleine@naisbittco.com
#40	BASEMENT DRAINAGE	BASEMENT DRAINAGE	\$1,827.36	RENO	RICK BANIS rbanis@hotmail.com
#40	WASHOE CO. WILBUR MAY PKWY EMERGENCY REPAIRS	REPAIR WATER LINE	\$3,531.21	RENO	JOHN HULETT jhulett@washoecounty.us
#995	BROADBENT MONITORING WELL MODIFICATION	MONITORING WELL ONGOING		WASHOE COUNTY	
#996	BLACK EAGLE CONSULTING	ONGOING		RENO/SPARKS	JESSE MAXIM (775) 359-6600
#997	SNOW REMOVAL & PLOWING	ONGOING		RENO/SPARKS	GREG GERHARDT (775) 772-0203
#998	CASCADE BEACH	WATER WORK	\$450,000.00	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#999	TMFPD FIRE REPAIRS	ONGOING		RENO/SPARKS	JAMES SOLARO (775) 846-9675
#1000	CITY OF SPARKS EL RANCHO SEWER IMPROVEMENTS	SEWER IMPROVEMENTS	\$1,717,927.35	SPARKS	BRANDON BAXTER (775) 353-7865
#1001	TMWA HUFFAKER BPS IMPROVEMENTS	BPS IMPROVEMENTS	\$378,664.60	RENO	JASON BARNES jbarnes@tmwa.com
#1002	TMWA 2018-19 PRESSURE REGULATOR IMPROVEMENTS	INSTALL & REHAB PRS	\$828,550.00	RENO/SPARKS	JASON BARNES jbarnes@tmwa.com
#1003	WCSD REPLACEMENT OF SEWER LINE ELMCREST E.S.	SEWER LINE	\$40,500.00	RENO	EDDY CHACON JChacon@WashoeSchools.net
#1004	CASCADE 645 LAKESHORE BLVD. BIKE PATH	INSTALL BIKE PATH	\$113,589.10	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1005	CASCADE WALLS & PAVERS	INSTALL BLOCK WALLS & PAVERS	\$113,589.10	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1006	CASCADE SYNTHETIC TURF	INSTALL SYNTHETIC TURF	\$118,260.00	LAKE TAHOE	REMICK ASSOCIATES ALEX STOKER (707) 696-3905
#1007	CITY OF RENO TRUCKEE RIVER BACKFLOW PREVENTION PROJECT	INSTALL BACKFLOW PREVENTION DEVICES & VALVES	\$149,600.60	RENO	SERGIO GUTIERREZ gutierrez@renc.gov
#1008	MOANA NURSERY GAS LINE REPAIR	GAS LINE REPAIR	\$3,500.00	RENO	HARVEY BURNETT harveyb@moananursery.com

2019 RESUME

#1009	1595 ELIZABETH ST WATER VALVE REPAIR	WATER VALVE REPAIR	\$1,740.00	RENO	ROBERT MAYO robert.mayo@sbcglobal.net
#1010	FMI- BRINKBY GAS SERVICE	GAS SERVICE	\$22,988.63	RENO	MIKE RICHARDSON mike@fmicompany.com
#1011	BIEKER 958 MELBA DR GAS SERVICE	GAS SERVICE	\$13,287.25	RENO	ALISON BIEKER alison637@att.net
#1012	DEANGELI MARTIN-WATT WATER/SEWER IMPROVEMEN	WATER & SEWER SERVICE	\$40,579.30	RENO	DAVE DEANGELI deangeidd@charter.net
#1013	FULCRUM SIERRA BIOFUELS	GAS MAIN	\$815,521.90	STOREY COUNTY	JOSH NICKERSON JNickerson@fulcrum-bioenergy.com
#1014	RILITE AGGREGATE - CURTIS CLARK	WATER SERVICE	\$27,994.80	RENO	CURTIS CLARK curtis@nriteaggregate.com
#1015	TMWA GULLING BOOSTER PUMP STATION IMPROVEMENTS	BOOSTER PUMP STATIO	\$1,799,626.00	RENO	JASON BARNES jbarnes@tmwa.com
#1016	RECORD ST. BREWERY	WATER & GAS	\$38,998.00	RENO	JESSE CORLETTO corletto@gmail.com
#1017	1385 GREG ST BACKFLOW	INSTALL BACKFLOW	\$15,737.00	SPARKS	RICK WILLIAMS rwilliams@naisbitco.com
#1018	TMWA WASHINGTON, VINE & GEAR ST. MAIN REPLACEMENTS	WATER MAIN	\$1,086,935.55	RENO	STEVE VOLK svolk@tmwa.com
#1019	WASHOE CO. EMERGENCY WORK	VALVE REPLACEMENT	\$11,379.02	RENO	DAVE HUGHES dhughes@washoecounty.us
#1020	1880 BERKELEY DR. GAS & POWER UPGRADE	GAS & POWER UPGRADE	\$19,745.00	RENO	MATT MAXWELL matt@maxmechvac.com
#1021	TMWA NECTAR ST. PRESSURI REDUCING VAULT	WATER LINE	\$92,052.00	RENO	JASON PHINNEY jphinney@tmwa.com
#1022	SJ CONST. 518 ST. LAWRENCE AVE. GAS SERVICE	GAS SERVICE	\$11,774.05	RENO	SJ CONSTRUCTION sjconstruct@live.com

Section 00 45 13.03 -- List of Subcontractors (Submitted after Bid)

Per NRS 338, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work and Value
BERHART & BERRY	PO BOX 51749 SPARKS, NV	10913A	ALL OTHER WORK 45%
SAN JUANIN ELECTRIC	2995 JIMMIE DIAMOND BLVD, NV	11931	ELECTRICAL 25%
ARTISTIC FENCE	484 MURKIN AVE RENO, NV	7998A	FENCING 4%
PEABODY ASSOC.	1445 E GREEN ST. SPARKS, NV	41933	CONCRETE 3%
MUNSON PUMP SERVICES	PO BOX 95 COTTONWOOD, CA	09343	BYPASS 3%

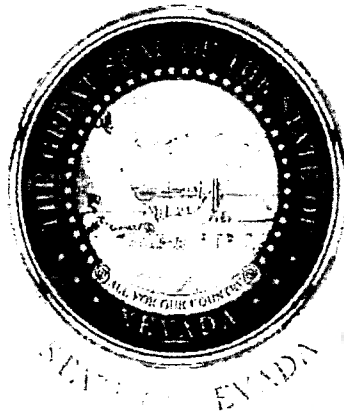
Section 00 45 13.04 – List of Major Equipment Manufacturers

Each Bidder shall list below the name of the manufacturer and model or type of the listed items of equipment or materials. After the opening of the Bids, no changes or substitutions will be allowed without the express approval of the Engineer. It is the responsibility of the Contractor to furnish materials and equipment meeting the requirements of the Specifications, and acceptance of the Bid does not constitute nor imply approval of items proposed. The Owner reserves the right to deny approval of any equipment or materials that do not comply with the Specifications, even though listed herein:

Specification Section	Item	Manufacturer and Model
22 13 43	Pumps	FLYGT MODEL NR-3095 .φ7φ 3" VOLVO SUBMERSIBLE PUMP

End of Section 00 45 13.04

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

GERHARDT & BERRY CONSTRUCTION, INC.

Nevada Business Identification # NV19721001979

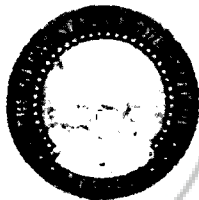
Expiration Date: 03/31/2024

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 02/15/2023.

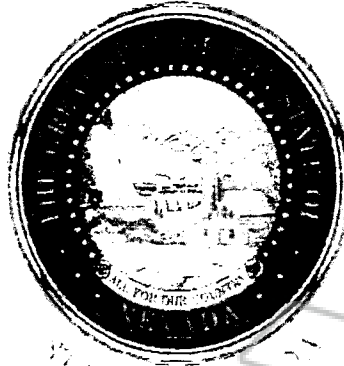


Certificate Number: B202302153395603

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

FRANCISCO V. AGUILAR
Secretary of State

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

GERHARDT & BERRY CONSTRUCTION, INC.

Nevada Business Identification # NV19721001979

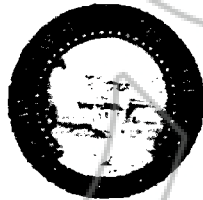
Expiration Date: 03/31/2025

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.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/27/2024.



Certificate Number: B202402274394203

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

A handwritten signature in black ink that reads "FVAguilar".

FRANCISCO V. AGUILAR
Secretary of State

Non-Discrimination Requirements

2-pages

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

31st day of May, 2024

By Chanya Balala Deputy