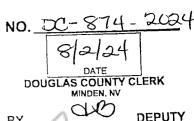
	This is a no fee document NO FEE DC/COUNTY MANAGER Pgs=12
Recorder's Office Cover Sheet	
Recording Requested By:	00184503202410106670120122
Name: Scott McCullough	SHAWNYNE GARREN, RECORDER
Department: County Manager	
Item ID/Agreement #: DC-874-2024	
Type of Document: (please select one) Agreement Contract Grant Change Order Easement Other specify:	

2024-1010667

DOUGLAS COUNTY, NV



CONTRACT FOR PROFESSIONAL SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

Construction Materials Engineers, Inc.

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County (the "County"), and Construction Materials Engineers, Inc, a Nevada Corporation registered with the Nevada Secretary of State ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

WHEREAS, Contractor represents Contractor is licensed by the State of Nevada as a design professional under NRS 388.010(8) and is not a member of a design-build team under NRS 338.010(7).

Now, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

- 1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date"). Time is of the essence in this Contract. All work required in Paragraph 2 of this Contract shall be finally completed by no later than Dec 31, 2025.
- 2. Services To Be Performed. The Parties agree that the Contractor will perform professional services related to <u>material testing for the construction of the Justice Center GMP #1</u>. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Attachment A hereto.
- 3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 on a time and materials basis (billed at the rates as set forth in Attachment A) not to

exceed Sixty-Nine Thousand, Eight Hundred and Twenty Dollars (\$69,820) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

5. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Independent Contractor has entered into a contract with Douglas County to perform services related to the <u>material testing for construction of the</u>

Justice Center GMP #1 through <u>December 31, 2025</u>, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County ATTN: Scott McCullough, Project Manager Post Office Box 218 Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

- 6. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement.
- 7. TERMINATION OF CONTRACT. Either Party may terminate the Contract if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.
- 8. Nonappropriation. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

9. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this

document, and Attachment A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Attachment A.

- Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.
- and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. Contractor is further directed and reminded that it is prohibited from discriminating against any employee (or applicant for employment) on the basis of race, color, creed, national origin, sex, age, or disability. More specifically, the following specific requirements apply to this agreement:
- (1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.
- (2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:
- (a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

- (b) Age In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.
- (c) Disabilities In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued
- 12. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.
- 13. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
- 14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.
- documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or

executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

- 16. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and, hold harmless and defend County from and against any liabilities, damages, losses, claims, expenses, actions or proceedings caused by or arising from the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor against all liability, claims, actions, damages, losses, and expenses, including, without limitation, County's reasonable attorneys' fees and costs.
- 17. LIMITED LIABILITY. County will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Party.
- 18. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.
- 19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.
- 20. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.
- 21. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.
- Agreement if it is prevented from performing any of its obligations hereunder due to unforeseeable protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
- 23. COUNTERPARTS. This agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 24. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.
- 25. Notices. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County

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Attn: Scott McCullough, Project Manager

Post Office Box 218 Minden, Nevada 89423

To Contractor: Construction Materials Engineers, Inc

Attn: Jon A. Del Santo, P.E.; Principle

300 Sierra Manor Drive, Suite 1

Reno, NV 8951

26. Conflict of Interest. By signing the Contract. Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

	Construction Materials Engineers, Inc	74
	Attn: Jon A. Del Santo, P.E.; Principle	
Ву:	Marie: Joh A. Dal Santo Title: Principal (Date)	No. of Concession, Name of Street, Name of Str
	Douglas County	
Ву:	p7 30 2024	<u> </u>
	Jenifer Davidson County Manager (Date of the county of th	te)



300 Sierra Manor Drive, Suite 1 Reno, NV 89511

June 12, 2024

Scott McCullough

Douglas County

1594 Esmeralda Avenue

Minden, NV 89423

RE: Douglas County Justice Center - GMP #1

Minden, Nevada

Special Inspection and Materials Testing Services Proposal

Dear Mr. McCullough:

CME, Inc. is pleased to provide this cost proposal for special inspection and materials testing services on the referenced project.

It is understood that our scope of work is to provide Engineer of Record, on-site inspection and materials testing services when required. Our on-site inspector can also provide material testing of subgrade soils, backfill soils, aggregate base, concrete, and asphalt. Based upon the GMP #1 Final Permit Set plans dated April 24, 2024, the project schedule provided by Core Construction dated April 30, 2024, and the 2012 Standard Specifications for Public Works Construction Revision 8, we will provide the following services which will require inspection and materials testing:

- Earthwork Grading
- Storm Drain Installation
- Sewer Installation
- Waterline Installation*
- Dry Utilities Installation*
- Aggregate Base Placement
- Concrete Placement**
- Asphalt Placement
- Masonry Installation**
- Structural Steel Installation**
- Epoxy/Anchor Bolt Installation**
- Laboratory Testing

*Compaction testing only will be provided
**(SP) - Special Inspection Required

A detailed scope of work outline including total trips, hours per trip and associated fees is attached for your review. Several tasks such as the CUB construction and site utilities installation overlap on the same days. The hours per trip were able to be reduced due to multiple tasks occurring at the same time.

Scott McCullough Douglas County June 12, 2024 Page 2

The attached scope of work will include daily field reports describing construction and materials testing activities. Individual test results for compaction testing, concrete testing, and grout testing will be provided verbally at the completion of each test. Written summaries of the inspection dialogues and materials testing results will be provided weekly in addition to submitting to the City of Reno Quality Assurance program managers on a biweekly basis.

Based on the project plans, the requirements of the Standard Specifications for Public Works Construction, and the Core Construction schedule dated April 30, 2024, we will provide our services on a time and expense basis for an estimated fee of \$69,820.00. As you know, our services are dependent on your construction schedule and the scope of work provided. Any changes to your schedule or the anticipated scope may result in a change in cost. All services outside the attached estimate will be provided on a time and expense basis in accordance with our current standard fee schedule.

We appreciate the opportunity to provide our inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

Jon A. Del Santo, PE

Principal

idelsanto@cmenv.com Direct: 775-737-7564 Mobile: 775-846-4399

JAD:jmm Enclosure

v \projects\minor proposals\2024\Douglas County Justice Center GMP #1\letter_06-12-24 docx





DOUGLAS COUNTY JUSTICE CENTER - GMP #1 SPECIAL INSPECTION, & MATERIAL TESTING SERVICES 1280 BUCKEYE ROAD, MINDEN, NV 89423

DOUGLAS COUNTY					DATE:	6/12/2024
ACTIVITY	QTY/DAYS	HRS/DAY	RATE		TOTAL	COMMENTS
PROJECT MANAGEMENT						20 WEEKS
PROJECT MANAGER	20	1.5	\$ 190.0	0 \$	5,700.00	COORDINATION, CONSULTATION AND REPORTS
PROJECT MANAGER	3	2	\$ 190.0	0 \$	1,140.00	PRE-CON/PROJECT MEETINGS
VEHICLE	6		\$ 15.0	0 \$	90 00	
EARTHWORK						6,930.00
INSPECTOR REG (SP)	15	5	\$ 125.0	0 \$	9,375.00	SITE GRADING
INSPECTOR REG.	5	5	\$ 125.0	0 \$	3,125.00	ACCESS ROAD
VEHICLE + NUCLEAR GAUGE	100		\$ 200	0 \$	2,000.00	
UTILITIES			-		The state of the s	\$ 14,500 00
INSPECTOR REG.	20	2	\$ 125 0	0 \$	5,000.00	SEWER / STORM DRAIN
INSPECTOR REG.	50	2	\$ 125.0	0 \$	12,500 00	WATER / GAS / POWER / DRY UTILITIES
VEHICLE + NUCLEAR GAUGE	140	/	\$ 200	0 \$	2,800.00	\
PORTLAND CEMENT CONCRETE (PCC)					1	\$ 20,300 00
INSPECTOR REG.*	4	6	\$ 125 0	0 \$	3,000 00	ACCESS ROAD / SIDEWALK / CURB & GUTTER
INSPECTOR REG (SP)*	2	6	\$ 125.0	_	1,500 00	FOOTINGS / SLAB ON GRADE
VEHICLE	36	1	\$ 15.0	_	540.00	
*INCLUDES CYLINDER PICKUP ON THE NEXT BL		- 1	7	- 1 -		\$ 5,040 0
ASPHALT CONCRETE		1	1	١,,		
INSPECTOR REG.	1	8	\$ 125.0	0 5	1,000 00	AC PAVEMENT (~450 TONS)
VEHICLE	8		\$ 15.0		120 00	ZOTALEMENT (100 TOTAL)
CORING TECHNICIAN REG	1	4	\$ 125.0	_	500 00	IF NEEDED
CORE RIGNEHICLE	4	The same of the sa	\$ 60.0		240 00	IF NEEDED
		The state of the s		7	- N	\$ 1,860.0
MASONRY		The state of the s		- %	<u> </u>	25 DAYS
INSPECTOR REG. (SP)	15	5	\$ 125.0	0 \$	9,375.00	CMU WALLS / STEM WALLS
VEHICLE	75	The State of the S	\$ 15.0	0 \$	1,125.00	
COMPRESSIVE STRENGTH OF BLOCK	2	The same of the sa	\$ 510.0	0 \$	1,020 00	1 SET OF 6
COMPRESSIVE STRENGTH OF MORTAR	2		\$ 120.0	0 5	240 00	1 SET OF 3
COMPRESSIVE STRENGTH OF GROUT	8		\$ 120.0	0 \$	960 00	1 SET OF 3
STRUCTURAL STEEL			\	Ν		\$ 12,720 0
INSPECTOR REG. (SP)	4	4	\$ 125.0	0 \$	2,000.00	FIELD WELDING INSPECTION
INSPECTOR REG. (SP)	1	4	\$ 125.0	_	500 00	SHOP INSPECTION (IF REQUIRED)
VEHICLE	20		\$ 15.0		300 00	<u> </u>
~						\$ 2,800.0
EPOXY / ANCHOR BOLTS			10 10 -	<u> </u>	4	0411 (1900 0) 12 111211200
INSPECTOR REG. (SP)	3	4	\$ 125.0		1,500.00	CMU / PCC SLAB ANCHORS
VEHICLE	12		\$ 15.0	0 \$	180 00	\$ 1,680 0
LABORATORY TESTING	1		1	/		
SIEVE ANALYSIS	2	-	\$ 120.0	_	240,00	STRUCTURAL FILL (IF NEEDED)
PLASTICITY INDEX	2		\$ 120.0	_	240.00	STRUCTURAL FILL (IF NEEDED)
MOISTURE DENSITY CURVE	2		\$ 300 0	_		SUBGRADE & STRUCTURAL FILL (IF NEEDE
ASPHALT FULL MARSHALL SERIES	The same of		\$ 640 0	$\overline{}$	640 00	1/500 TONS
	1000					
ASPHALT IGNITION OVEN CORRECTION			\$ 300.0			IF NEEDED
ASPHALT IGNITION OVEN CORRECTION CORE UNIT WEIGHTS CYLINDERS	1 10		\$ 300.0 \$ 270.0 \$ 200.0	0 \$	270.00	SETS OF THREE PER PROJECT SETS OF FIVE (1/150CY OR 1/DAY- ACI)

ESTIMATED TOTAL FEE: \$ 69,820.00

1. (SP) - SPECIAL INSPECTION REQUIRED

2. BASED ON CME PAYING NON-PREVAILING WAGE RATES

3. OVERTIME IS NOT INCUDED, BUT IF NEEDED, WILL BE CHARGED AT 1.3 TIMES REGULAR RATE

4. SHOP INSPECTION ASSUMES A LOCAL SHOP, COST WILL CHANGE BASED ON SHOP LOGINTY

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

Page 1 of 1