

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Indra Winqest  
Interim General Manager

**FROM:** Joseph Pomroy, P.E.  
Director of Public Works

Nathan Chorey, P.E.  
Engineering Manager

**SUBJECT:** Review, Discuss, and Possibly Authorize Staff to issue the Notice to Proceed for the Bocce Ball Courts– 2020/2021 Capital Improvement (adjusted) Project: Fund: Community Services; Division: Recreation Center; Project # 4378LI1804B; Vendor: Rapid Construction in the amount of \$68,860.

**STRATEGIC PLAN:** Long Range Principle 5 – Assets and Infrastructure

**DATE:** April 22, 2020

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**I. RECOMMENDATION**

That the Board of Trustees moves to Authorize Staff to issue the Notice to Proceed for the Bocce Ball Courts – 2020/2021 Capital Improvement (adjusted) Project: Fund: Community Services; Division: Recreation Center; Project # 4378LI1804B; Vendor: Rapid Construction in the amount of \$68,860

**II. DISTRICT STRATEGIC PLAN**

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District’s workforce.

### III. **BACKGROUND**

At the August 14, 2019 Board of Trustees meeting, the Board identified construction of bocce courts as a priority project. Two bocce courts were initially included in the Tennis Center Renovation Project but were removed in favor of maintaining the existing hitting wall. Staff completed an analysis of alternative bocce court locations and at the November 13, 2019 Board of Trustees meeting a preferred site was selected adjacent to the IVGID Recreation Center for the installation of up to four new bocce courts.

Engineering Staff has completed the bocce court design and is finishing project permitting. The conditional Tahoe Regional Planning Agency (TRPA) Permit (EIPC2020-0001) has been obtained and IVGID Staff is working with Nevada Divisions of State Lands to transfer the required 1,342 square feet of coverage to the Recreation Center parcel in accordance with permit conditions. Coverage transfer is anticipated to be complete in mid-May. The District is transferring its own coverage from another parcel but still must pay standard Title and transaction processing costs. The conditional TRPA Permit will expire on April 10, 2023 unless the construction has commenced.

### IV. **BID RESULTS**

The District solicited proposals for this project and received four (4) bids were received and opened on March 5, 2020. The Engineer’s Estimate for the project was \$85,000. The bid results are as follows.

| <b>Contractor</b>              | <b>Bid Amount</b> |
|--------------------------------|-------------------|
| Rapid Construction, Inc.       | \$68,860          |
| Cruz Construction Co., Inc     | \$75,860          |
| FW Carson Co.                  | \$99,000          |
| Bruce Purves Construction, Inc | \$161,190         |

The lowest responsive bidder is Rapid Construction, Inc. District Staff reviewed the bid and checked references for the contractor and recommends issuing the Notice to Proceed for the project to Rapid Construction, Inc. The project is scheduled to start June 1, 2020 and be complete by July 2, 2020. The construction contract was

authorized by Staff on March 9, 2020 after receiving the bids on March 5, 2020. There has been a significant change in economic and social circumstances since COVID-19 arrived. The contract was originally executed prior to any restrictions occurring in Nevada and before any financial and social distancing impacted the District. Staff is now requesting Board of Trustees authorization to issue a notice to proceed for this project. The permitting for this project will be valid for three years to complete. Staff would need to issue a contract cancellation if the notice to proceed is not approved.

## V. FINANCIAL IMPACT AND BUDGET

Award of the proposed construction contract will commit the District to a cost not-to-exceed amount of \$75,680 (including 10% contingency). Funding for this contract is included in the approved FY2019/2020 CIP budget through Community Services (Tennis) Fund capital project appropriations.

Bocce Court construction was originally included in the approved CIP budget for the Tennis Center Renovation Project (4588BD1604) but was removed in favor of constructing the courts separately adjacent to the IVGID Recreation Center. At this time, a new CIP was created; Bocce Ball Courts (4378LI1804B). A budget of \$115,000 was allocated to the Bocce Ball Courts project (4378LI1804B) and the Tennis Center Renovation Project (4588BD1604) was reduced by the same amount. The table below presents the construction phase project budget.

| <b>Task</b>                                     | <b>Cost</b>     |
|---|-----------------|
| Construction Contract                           | \$68,680        |
| 10% Construction Contingency                    | \$7,000         |
| Construction Staking                            | \$2,550         |
| TRPA Coverage Transfer                          | \$1,608         |
| District Construction Management and Inspection | \$10,000        |
| <b>Subtotal</b>                                 | <b>\$90,018</b> |

## VI. ALTERNATIVES

Not issue the Notice to Proceed and defer construction of the Bocce Ball Courts to a future date.

## VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.



**AUTHORIZED NOTICE TO PROCEED**

Date, 2020

**To:** RaPiD Construction  
**Address:** P. O. Box 21503  
Carson City, Nevada 89721

**Owner's Project #:** 4378LI1804      **Purchase Order #:** 20-0240

**Contract For:** Bocce Court Installation

You are hereby notified that the Contract Times under the above contract will commence on Date. By that date you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement dated March 9, 2020, the dates of Substantial Completion and Completion (extended herein due to ...), are:

| Item  | Calendar Days |
|---|---------------|
| Project completed and ready for final payment after Notice to Proceed | July 2, 2020  |

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
(Owner)

By: \_\_\_\_\_  
Joseph J. Pomroy, P. E., Director of Public Works

ACCEPTANCE OF NOTICE:

**RAPID CONSTRUCTION**  
(Contractor)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Title (Please type or print)

\_\_\_\_\_  
Date (Please type or print)



**SHORT FORM AGREEMENT**  
Between  
**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
and  
**RAPID CONSTRUCTION**  
for  
**CONSTRUCTION SERVICES**

This Agreement is made as of March 9, 2020 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "OWNER," and **RAPID CONSTRUCTION**, hereinafter referred to as "CONTRACTOR." OWNER intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

**ARTICLE 1 – PRELIMINARY MATTERS**

- 1.1 CONTRACTOR shall perform the following tasks:
- A. Services as described in the Contract Documents included with this Agreement, basically consisting of installation of four (4) bocce courts at OWNER's Recreation Center site, 980 Incline Way in Incline Village, Nevada. Work will include tree removal, site grading, wooden court framing, aggregate placement and walkway construction.
- 1.2 All documentation, drawings, reports, and invoices submitted for this project will include **IVGID PO Number 20-0240**.
- 1.3 Tree removal may begin May 1, 2020. Earthwork to start no sooner than June 1, 2020, and project shall be 100% complete and ready for final payment by July 2, 2020.

**ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE**

- 2.1 This Contract consists of:
- A. This Short Form Agreement, pages 1 through 10, inclusive
  - B. Contractor's Bid submitted on March 5, 2020
  - C. Original Request for Proposals.
  - D. Bocce Courts Project plan sheets 1 through 6.
  - E. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)
- 2.2 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Project Details and Technical Specifications, and any other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site 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 federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any 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 Documents.
- F. 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.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with 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.

### ARTICLE 3 –INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, employees, or subcontractors. CONTRACTOR shall purchase General Liability, Auto Liability, Workers' Compensation,

and Professional Liability Insurance (if applicable) coverage as required. CONTRACTOR shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to DISTRICT in the event of material change, termination or non-renewal by either CONTRACTOR or carrier.

- 3.2 **General Liability:** CONTRACTOR shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the CONTRACTOR or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that CONTRACTOR comply with the provisions of Chapters 616 and 617 of NRS, CONTRACTOR shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

#### **ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES**

##### **4.1 Equal Employment and Non-Discrimination**

In connection with the Services under this Agreement, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

##### **4.2 Licenses**

CONTRACTOR shall have a Washoe County business license, and all appropriate CONTRACTOR's licenses and certifications for the services to be performed.

##### **4.3 Construction Dumpsters**

Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

##### **4.4 Work Schedule**

Working hours for this project will be 8 a.m. to 6 p.m., Monday through Saturday.

##### **4.5 Changes and Modifications**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.



#### **4.6 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. Any inspection, test, or approval by others; or
  - 7. Any correction of defective Work by Owner.

#### **4.7 Correction Period**

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. Repair such defective land or areas; or

2. Correct such defective Work; or
  3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### **4.8 Indemnification**

- A. Indemnification of OWNER by CONTRACTOR: CONTRACTOR agrees to indemnify and hold OWNER and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by CONTRACTOR's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of CONTRACTORS, subcontractors, agents, or anyone acting on behalf of or at the direction of CONTRACTOR.
- B. CONTRACTOR's obligation to hold harmless and indemnify OWNER shall include reimbursement to OWNER of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by OWNER's personnel shall be charged to CONTRACTOR at the then-current rate charged for such services by the private sector.
- C. Indemnification of CONTRACTOR by OWNER: OWNER agrees to indemnify and hold CONTRACTOR and each of its officers, employees, agents and

representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by OWNER's acts, errors, or omissions or by the negligent acts, errors, or omissions of the OWNERS, subcontractors, agents, or anyone acting on behalf of, or at the direction of, the OWNER.

- D. OWNER's obligation to hold harmless and indemnify CONTRACTOR shall include reimbursement to CONTRACTOR of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by CONTRACTOR's personnel shall be charged to OWNER at the then-current rate charged for such services by the private sector.
- E. Notwithstanding anything contained herein to the contrary, Nevada's comparative negligence doctrine shall apply to both OWNER and CONTRACTOR. In addition, nothing herein shall prevent OWNER or CONTRACTOR from relying upon any Nevada statute or case law that protects OWNER or CONTRACTOR with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

#### **ARTICLE 5 – OWNER'S RESPONSIBILITIES**

**5.1** OWNER shall do the following in a timely manner so as not to delay the services of CONTRACTOR:

- A. Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to CONTRACTOR's services for the Project.
- B. Assist CONTRACTOR by placing at CONTRACTOR's disposal existing data, plans, reports, and other information known to, in possession of, or under control of OWNER which are relevant to the execution of CONTRACTOR's duties on the PROJECT. Also, provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

#### **ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION**

**6.1** **Basis and Amount of Compensation for Basic Services**

- A. Compensation shall be based on a Lump Sum Bid. The total Contract Price to complete the project is Sixty-Eight Thousand, Eight Hundred Sixty Dollars (\$68,860.00).

## 6.2 Payment Procedures

- A. Submittal and Processing of Payments – CONTRACTOR shall submit Applications for Payment indicating the amount of CONTRACTOR’s fee then payable. Applications for Payment will be processed by Engineer in a timely fashion, with respect to District requirements.
- B. Progress Payments/Retainage – OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment as recommended by Engineer on or about the first day of each month during construction. All such payments will be measured by the schedule of values established as provided in the Bid Form (and in the case of Unit Price Work based on the number of units completed):
1. Prior to Substantial Completion, progress payments will be made in an amount equal to ninety percent (90%) of the Cost of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or OWNER may withhold, including but not limited to liquidated damages, if necessary.  
  
If the Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to OWNER and Engineer, OWNER, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage.
  2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to Ninety-Five percent (95%) of the Work completed, less such amounts as Engineer shall determine and less Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- C. Final Payment
1. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by Engineer.

## ARTICLE 7 – DISPUTE RESOLUTION

### 7.1 Arbitration

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

OWNER and CONTRACTOR are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help OWNER and CONTRACTOR reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

OWNER and CONTRACTOR shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the OWNER or CONTRACTOR fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either OWNER or CONTRACTOR may then initiate judicial proceedings by filing suit. OWNER and CONTRACTOR will share the cost of mediation equally unless agreed otherwise.

## **ARTICLE 8 – MISCELLANOUS**

### **8.1 Successors and Assigns**

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither OWNER nor CONTRACTOR shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. 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 this Agreement. Nothing contained in this paragraph shall prevent CONTRACTOR from employing such independent professional associates, subcontractors, and CONTRACTORS as CONTRACTOR may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONTRACTOR, and all duties and responsibilities

undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONTRACTOR and not for the benefit of any other party.

## **8.2 Severability**

- A. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

## **8.3 Waiver**

- A. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

## **8.4 Extent of Agreement**

- A. This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by OWNER with respect to the Project or CONTRACTOR's services.

## **8.5 Controlling Law**

- A. This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

**INCLINE VILLAGE G. I. D.**

**RAPID CONSTRUCTION**

The undersigned has read, reviewed and approves this document

By: Joseph J. Pomroy  
Joseph J. Pomroy, P. E.  
Director of Public Works

By: [Signature]  
Signature of Authorized Representative

Address for Giving Notice:  
**INCLINE VILLAGE G. I. D.**  
893 Southwood Boulevard  
Incline Village, Nevada 89451

Danny Selmi President  
Print or Type Name and Title

Address for Giving Notice:  
**RaPiD Construction**  
P. O. Box 21503  
Carson City, NV 89721

License No. 46256-A

Federal Tax ID No. 88-0378364

**REQUEST FOR PROPOSALS**  
**IVGID – BOCCE COURTS PROJECT**  
**IVGID Project # 4378LI1804**

**INTRODUCTION**

The Incline Village General Improvement District (IVGID or District or OWNER) is soliciting Lump Sum Price Bids for the IVGID – Bocce Courts Project.

**SCHEDULE**

Tree removal may begin Friday, May 1, 2020. Earthwork to start no sooner than Monday, June 1, 2020 and project shall be 100% complete by Thursday, July 2, 2020.

**DESCRIPTION OF WORK**

Work is generally described as tree removal, site grading, wooden court framing, aggregate placement, and walkway construction.

CONTRACTOR to supply all labor, equipment, materials, and incidentals necessary to perform the work.

CONTRACTOR to make arrangements with IVGID Engineering for performing the work, including schedule, staging, and interruptions to operations. Any interruptions to operations require seven day notice to IVGID.

**SPECIFICATIONS**

All construction and materials shall conform to "Orange Book" - *Standard Specifications for Public Works Construction - Washoe County*.

**CONSTRUCTION DRAWINGS**

Drawings have been prepared by Incline Village General Improvement District numbered sheets 1 through 6, dated February 14, 2020.

**DATE OF SUBMITTAL**

Lump Sum Price Bids are to be received by the District no later than **March 5, 2020 @4PM**. Bids may be e-mailed to [npc@ivgid.org](mailto:npc@ivgid.org), mailed or hand-delivered to:

Engineering Department Attention: Nathan Chorey  
**Incline Village General Improvement District**  
1220 Sweetwater Rd.  
Incline Village, Nevada 89451

**ENGINEERING DEPARTMENT**  
**1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451**  
**PH: (775) 832-1372 · FAX: (775) 832-1331**

- 1 -



IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

All inquires for additional information and clarification of this RFP should be directed to the IVGID Engineering Division, (775) 832-1372.

#### **INSURANCE AND LICENSING REQUIREMENTS**

**Licenses** Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.

**Commercial Insurance** Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the bid.

#### **SAFETY**

1. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed under this Agreement. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
  - a. All employees and all other persons who may be affected by the operations of this Agreement.
  - b. All materials and equipment whether in storage on or off the construction site.
  - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.
3. The CONTRACTOR shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

**ENGINEERING DEPARTMENT**  
**1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451**  
**PH: (775) 832-1372 · FAX: (775) 832-1331**

- 2 -

4. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any confined space entries to be performed during completion of work under this Agreement. CONTRACTOR responsibilities include but are not limited to:
  - a. Review and be familiar with the OWNER's on-line written Confined Space program.
  - b. Review documented information about OWNER's confined spaces in which entry is intended. This information includes identified hazards for each permit-required confined space. The CONTRACTOR shall be responsible for performing their own hazard assessment prior to any confined space entry.
  - c. CONTRACTOR shall have their own confined space entry program. Upon request of the OWNER, CONTRACTOR will provide a statement confirming they are in compliance with their confined space entry program including requirements for confined space training for employees associated with the work.
  - d. Be responsible for following all confined space requirements established by the provisions in CFR 1910.146 and its chapters.
  - e. Coordinate entry operations with the OWNER when employees from the CONTRACTOR will be working in or near confined spaces.
  - f. Debrief the OWNER on any hazards confronted or created at the completion of entry operations.
  - g. Place signs stating, "Danger, Follow Confined Space Entry Procedures Before Entering" at each confined space to be entered. The CONTRACTOR shall never leave a confined space open or unattended.

#### **TRPA REQUIREMENTS**

This Project is currently being permitted through TRPA and a permit is not anticipated until after the bid period closes. Irrespective of the existence of a TRPA permit, the Contractor must comply with all rules, regulations, ordinances, plans, and orders of the TRPA in effect during the performance of the work. No grading or land disturbance shall be performed between October 15<sup>th</sup> and May 1<sup>st</sup>.

The Contractor shall anticipate scheduling and participating in a Pre-Grade meeting with TRPA prior to commencing earthwork.

**ENGINEERING DEPARTMENT  
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451  
PH: (775) 832-1372 · FAX: (775) 832-1331**

- 3 -

**BID FORM**

Project is a **Lump Sum Price**. Lump Sum Price bid to include all labor, materials and incidentals.

**Location:** IVGID Recreation Center – 980 Incline Way, Incline Village, NV 89451. Site visit with the District is recommended prior to bidding this project. Contact Nathan Chorey at 775-832-1372 to schedule a site walk (48 hours notice required).

|                               |  |
|-------------------------------|--|
| TOTAL BID PRICE (in figures): | \$ 68,860.-  |
| TOTAL BID PRICE (in writing): | Sixty eight thousand eight hundred and Sixty Dollars |

Signature of Bidder: [Signature] Date: 3/5/20

**PRINT OR TYPE:**

Name: Danny Selmi  
Title: President  
Firm Name: RAPID Construction Inc  
Address: 3072 Research Way #54  
City, St, Zip: Carson City NV 89706  
Phone & Fax #: (775)883-4269 (775)883-4289

**DISCLOSURE OF PRINCIPALS – OFFICERS, OWNERS, PARTNERS:**

|          |   |                 |                              |
|----------|---|-----------------|------------------------------|
| Name:    | <u>Danny Selmi</u>                        | Official Title: | <u>President</u>             |
| Address: | <u>101 Hillcrest Cir. Dayton NV 89403</u> |                 |                              |
| Name:    | <u>Randy Selmi</u>                        | Official Title: | <u>Vice President</u>        |
| Address: | <u>130 Quilici Rd Dayton NV 89403</u>     |                 |                              |
| Name:    | <u>Perry Burch</u>                        | Official Title: | <u>Secretary + Treasurer</u> |
| Address: | <u>585 Eliza Ct Sparks NV 89436</u>       |                 |                              |

**ENGINEERING DEPARTMENT**  
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451  
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# NEVADA STATE CONTRACTORS BOARD

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


## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MARCH 1, 2020** AND EXPIRES ON **FEBRUARY 28, 2021**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



  
NANCY MATHIAS, LICENSING ADMINISTRATOR      2/26/2020 DATE  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

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

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

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

## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

### RAPID CONSTRUCTION INC

Licensed since February 26, 1998

License No. **0046256**

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

**PRINCIPALS:**

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

**A General Engineering**

LIMIT: **\$6,500,000**  
EXPIRES: **02/28/2021**

  
\_\_\_\_\_  
Chair, Nevada State Contractors Board



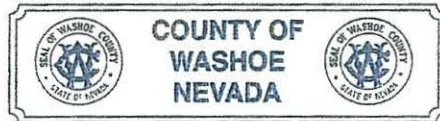
**LICENSE NUMBER**

W031472A-LIC

**LICENSE TYPE**

General Business License

**LICENSE - NOT TRANSFERRABLE**  
POST IN A CONSPICUOUS PLACE



This license cannot be transferred or assigned. It is valid only for the licensee and location shown below.

**YEAR LICENSE VALID**

Expires on 10/31/2020

**LICENSE FEE PAID**

THIS CERTIFIES THAT  
IN THE NAME OF  
LOCATED AT

RAPID CONSTRUCTION INC  
Danny Selmi  
3072 Research WAY, Suite# #54, Carson City, NV

RAPID CONSTRUCTION INC  
Danny Selmi  
PO BOX 21503

CARSON CITY, NV 89721

This license certifies that the name above has paid the required fees to the license collector of Washoe County and is hereby authorized to conduct business and is subject to the provisions of law.