



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS,

That we, Northern Nevada Excavating, Inc.

as Principal, and Indemnity Company of California a corporation

authorized to transact a general surety business in the State of California as Surety, are held and firmly

bound unto Carson City

(hereinafter called the Obligee)

in the full and just sum of Five Percent of the Total Amount of Bid

Dollars, (\$ 5% of Bid) for the payment whereof in lawful money of the United States, we bind ourselves, our

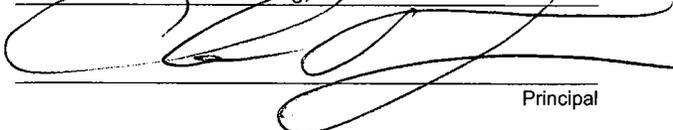
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
RFQ #1011-223
2011 Carson City ADA Improvement Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, If the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 17th day of May, 2011
YEAR

Northern Nevada Excavating, Inc.


Principal

Indemnity Company of California

Surety

By: David Weise
David Weise Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Sacramento

On 5/17/11 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

David Weise, Nicki Moon, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

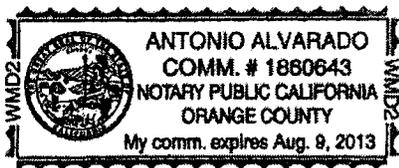
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17th day of May 2011

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

INSTRUCTIONS TO QUOTERS

SEALED QUOTE

QUOTE NO.: 1011-223

OPENING: May 24, 2011 at 2:10 p.m.

COMPANY NAME:

Carson City will not consider a Quote that fails to comply with the above stated requirements. Carson City will not be responsible for the premature opening of a Quote not properly addressed or identified. All Quotes must be received prior to the date and time specified in the Notice to Contractors at the following address:

**Carson City Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701**

3. The local prevailing wage rates for Carson City, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project. Also, in accordance with NRS 338, the hourly and daily wage rates must be posted at the work site by the Contractor. The Contractor shall ensure that a copy of the Contractor's and Subcontractor's certified payrolls for each calendar month is received by Carson City. The prevailing wage rates for this project are included in Attachment "A", additional information is available at:

State of Nevada
Department of Business and Industry
Office of Labor Commissioner
1445 Hot Springs Road, Suite 108
Carson City, Nevada 89701
(775)687-4850
www.laborcommissioner.com

Carson City will not consider a Quote that fails to comply with the above stated requirements. Carson City will not be responsible for the premature opening of a Quote not properly addressed or identified. All Quotes must be received prior to the date and time specified in the Notice to Contractors at the following address:

**Carson City Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701**

4. If forwarded by mail, the sealed envelope containing the Quote must be enclosed in another envelope addressed as specified. Mailed Quotes must be received by the Purchasing and Contracts Department prior to the closing date and time for receipt of Quotes in order to receive consideration. Quotes submitted by facsimile or email will not be accepted or considered.

F. Documents Necessary for Submittal

The Quote Response, Bidder's Preference Certificate of Eligibility (if applicable) and any other documents required as defined in the Special Conditions all shall be included in the sealed envelope. **Do not return the entire spec book with the Quote.** Carson City will not consider a Quote received if there is an omission of or failure to complete any portion of the required documents at the time of the Quote Opening.

G. Quantities

The quantities given in the Quote Document or indicated by the unit Quote items are approximate quantities and are intended to illustrate the Scope of Work. The Bidder shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Quote Document.

H. Compensation

The Total Quote Price shall cover all Work required by the Quote Document. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices

INSTRUCTIONS TO QUOTERS

Quote. All work not specifically set forth as a pay item in the Quote Response shall be considered a subsidiary obligation of the Bidder, and all costs in connection therewith shall be included in the prices Quote.

I. Schedule of Values

The purpose of the Schedule of Values shall serve the City in two (2) distinct areas:

1. **PRIOR TO AWARD OF QUOTE:** Carson City may request a Schedule of Values for any or all item(s) included in the Quote Response for the purpose of determining an unbalanced Quote. The analysis shall be conducted by the City.
2. **AFTER AWARD OF QUOTE** Carson City will request a Schedule of Values for any or all item(s) included in the Quote Response for the purpose of making partial payments to the Contractor.

Under no circumstances may any Quote item reflected as LUMP SUM or otherwise be increased or decreased as a result of the Lump Sum Quote breakdown analysis.

All prospective Bidders may be required to prepare a Schedule of Values, and it shall be the Bidder's responsibility to verify the quantities as shown on the Drawings before preparing his/her Quote. The schedule as shown on the Contract Drawings does not constitute a complete outline of the Work to be performed by the Contractor in accordance with the Contract Drawings and Specifications. This list is intended to include all major items, and the Quote computed therefrom will be the maximum compensation for all work and materials furnished by the Contractor in order to comply with the Contract Drawings and Specifications, whether or not indicated in the approximate quantities or pertaining to the items of Work listed therein.

J. Validity of Quote

Carson City reserves the right to withhold award of the Contract for a period of sixty (60) days from the date of the Quote opening. The Bidder acknowledges in submitting his/her Quote that all prices listed in the Quote Proposal are valid for a period of not less than sixty (60) days from the date of the Quote Opening.

K. Bidders Preference

Bidders submitting a proposal to a public body for a Public Work shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Bidders claiming preference shall submit with their Quote Response the "Certificate of Eligibility" issued by the State of Nevada Contractor's Board as proof of Contractor's compliance with the provisions of NRS 338.147. Failure to submit the Certificate of Eligibility with your Quote shall result in a waiver of any Bidder preference.

Note: Pursuant to Subsection 8 of NRS 338.147, the provisions of Subsection 2 of NRS 338.147 do not apply to any Contract for a Public Work which is expected to cost less than \$250,000.

L. Bidders Representation

Each Bidder by submitting its Quote represents that:

1. The Bidder, signing the Quote Response and submitting the Quote represents that he/she has familiarized himself with the Notice to Contractors, Contract Drawings, Specifications, and Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Quote. By submission of his/her Quote, he/she agrees to all the terms and conditions of the Quote Document and further agrees that no claim will be made against the City, the Construction Manager, or the Design Consultant for any damage that he/she or his/her subcontractors may have suffered due to the inadequacy of his/her Quote on account of any alleged errors, omissions, or other deficiencies in the Notice to Contractors, Drawings, Specifications, or Contract Documents supplied to him/her by the City.
2. The submission of a Quote shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with the Quote Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface

INSTRUCTIONS TO QUOTERS

conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Quote Documents before submitting his/her Quote, the Bidder shall request the City, in writing, to provide additional information and explanation.

4. Submission of a Quote by a Bidder shall constitute conclusive evidence that the Bidder has relied on his/her own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Quote, the Drawings and Specifications. The Bidder is aware that soil classifications do not represent any particular stability or drainability characteristics, and are aware that water table levels can vary.
5. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.
6. The Bidder, by signing the Quote Response, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NOSHA standards.

Bidder must be duly qualified and possess the classification(s) of contractor's license stipulated by the City for this particular Work and issued by the Nevada State Contractor's Board. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Quote Response. The Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624. Carson City will not consider any Quote that fails to comply with these requirements.

The successful Bidder must obtain a valid Carson City Business License within ten (10) days after the award of the Contract, or the Contractor will be declared in default of the contract.

M. Fair Employment Practices

Pursuant to NRS 338.125, it is unlawful for any Contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of race, creed, color, national origin, sex, sexual preference, or age to discriminate against person with respect to hire, tenure, advancement, compensation or other terms, conditions, privileges of employment because of race, creed, color, national origin, sex, sexual preference or age.

N. Preferential Employment

Pursuant to NRS 338.130, Preferential Employment in Construction of Public Works, "In all cases where persons are employed in the construction of public works, preference shall be given, the qualifications of the applicants being equal: First: To honorably discharged Army, Navy, Air Force, Marine Corps or Coast Guard soldiers of the United States who are citizens of the State of Nevada; Second: To citizens of the State of Nevada". If the provisions of NRS 338.130 are not complied with by the Contractor, this Contract shall be void, and any failure or refusal to comply with any of the provision of NRS 338.130 shall render this Contract void.

O. Subcontracting

The Bidder agrees that he/she will perform work totaling at least Fifty per cent (50%) of the Quote amount and will not subcontract work totaling more than Fifty per cent (50%) of the Quote amount.

The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Quotes and shall provide a Subcontractors Listing with the submission of their Quote. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Quote amount. Within two (2) hours after the opening of Quotes, the bidders who submitted the three lowest Quotes must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Quote amount or Fifty Thousand Dollars (\$50,000), whichever is greater. Within twenty-four (24) hours of the Quote opening the Bidder who submitted the lowest Quote must submit a list of all subcontractors who will perform any work

INSTRUCTIONS TO QUOTERS

on the Contract, including their name, license number and classification, items of work to be performed and anticipated amount of the subcontract. If a bidder fails to submit such lists within the required time, his/her Quote shall be deemed non-responsive.

The bidder shall verify prior to submitting their Quote that all subcontractors specified are properly licensed. Substitutions of subcontractors specified in the Quote shall comply with the requirements of NRS 338.141.

Should no firms be indicated on the Subcontractor Lists, the Bidder represents that all personnel performing services under any phases, shall be carried on the Bidder's payroll.

Bidder agrees that if awarded the Contract, he/she will assume responsibility for acts or omissions of subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Bidder. Nothing contained in the Quote Document shall create any contractual relationship between any subcontractor and the City.

Each Contractor engaged on a public works project shall report to the Labor Commissioner the name and address of each Subcontractor whom he/she engages for work on the project within ten (10) days after the Subcontractor commences work on the contract.

Substitutions for subcontractors listed in the Quote Response shall comply with the requirements of NRS 338.141.

P. Site Information

Where investigations of surface or subsurface conditions have been made by the City, in respect to foundations or other structural design for design purposes only, said information is available only for the convenience of bidders but are not a part of the Quote Documents. The City, Construction Manager, and Design Consultant assume no responsibility whatsoever as to the sufficiency of borings, or of the log of test borings or other investigations, or tests, or of the interpretations thereof; there is no guarantee, warranty, or representation, expressed or implied, that the conditions indicated thereby, in fact, exist or are representative of those existing throughout the work. Such information available to bidders is not to be construed in any way as a waiver of the other provisions of this paragraph and bidders must satisfy themselves through their own investigations as to the surface and subsurface conditions to be encountered at the Site.

IQ.2. OPENING OF QUOTES

All Quotes received at the designated time and place that comply with these requirements will be opened, publicly read aloud at the date, time and place set forth in the Notice to Contractors. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Quotes.

Any Quotes received after the date and time set for receiving and opening Quotes, as set forth in the Notice to Contractors and any Addendum, will not be considered. Any such Quotes will be returned unopened to the Bidder.

A. Mistake in Quote

A request for withdrawal of a Quote due to a purported error shall not be considered unless it is given in writing to the Contract Coordinator by the Bidder within forty-eight (48) hours after opening of the Quote. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the Quote was computed, together with a certification and notarization thereon that such calculation is the original as prepared by the Bidder or his/her agent.

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Quote.

In the case of a difference between Unit Price and the Extended Price, the Unit Price shall govern.

B. Withdrawal of Quote

1. **Before Quote Opening** - A Bidder may request withdrawal of his/her, sealed Quote prior to the scheduled date and time of the scheduled Quote opening provided the request is submitted to the Contract Coordinator's Office in writing or an authorized representative must present himself with proper identification to the Contract Coordinator's Office and verbally request that the Quote be withdrawn.

INSTRUCTIONS TO QUOTERS

2. **After Quote Opening** - No Quotes may be withdrawn for a period of sixty (60) calendar days after the date and time of Quote opening, except as set forth in A above. All responsive and responsible Quotes received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by City, which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to the City for execution and the City executes the Contract.

IQ.3 AWARD OF CONTRACT/REJECTION OF QUOTES/DISQUALIFICATION OF BIDDERS

A. Award of Contract

Carson City will award the Contract pursuant to the provisions of Nevada State law including but not limited to:

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 338 (Public Works Projects)
- (c) Chapter 339 (Contractor's Bonds on Public Works)
- (d) Chapter 624 (Contractors).

B. Rejection of Quotes

The City reserves the right to waive any informality or irregularity in any Quote received, and to reject any or all Quotes. In the case of rejection of all Quotes, the City reserves the right to advertise for new Quotes or to proceed to do the Work otherwise if, in the judgment of the Carson City Board of Supervisors or Carson City Regional Transportation Commission, it is in the best interest of the City.

C. Irregular Quote

A Quote shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

1. If the Quote Response furnished by the City is not used or is altered.
2. If there are unauthorized additions, conditional or alternate Quotes, or omissions or irregularities of any kind, which may tend to make the Quote incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
3. If the Quote submitted contains any erasures, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IQ.1.E (1).

D. Unbalanced Quote

If the Unit Quote Item prices and/or schedule of values of a prospective Bidder's Quote are obviously unbalanced, either in excess or below the reasonable cost analysis values, in the opinion of the Owner's Representative, the Quote may be rejected. All Quotes with separately priced line items shall be analyzed to determine if the prices are unbalanced. A Quote may be rejected if the City determines that the lack of balance poses an unacceptable risk to the City.

A Quote with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more Quote items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;
2. Base quantities and option quantities are separate line items;
3. The quantities as Quote are incorrect and the contract cost will be increased when quantities are corrected;
4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder;

E. Disqualification of Bidders

INSTRUCTIONS TO QUOTERS

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Quote:

1. The Bidder is not responsive or responsible;
2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract Drawings and specifications;
3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)
4. Lack of the contractor's license classification stipulated by Carson City for this Work;
5. More than one Quote for the same work from an individual, firm, or corporation under the same or different name;
6. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information;
7. Unsatisfactory performance record as shown by past work for the City, judged from the standpoint of workmanship, progress, and quality of services/goods provided;
8. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded;
9. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);
10. Failure to comply with any requirements of the City;
11. Failure to list, as required, all subcontractors who will be employed by the Bidder;
12. Negative actions against the Contractor's license by the Nevada State Contractor's Board;
13. Any other reason determined, in good faith, to be in the best interest of the City.

IQ.4 QUOTE PROTESTS

A Bidder may file a Notice of Protest regarding the awarding of the contract with the authorized representative designated by the public body within five (5) working days after the date the Quotes were opened by the public body or its authorized representative pursuant to the provisions of NRS 338.142.

IQ.5 QUOTE PREPARATION EXPENSES

By accepting the Quote Response of the Bidder, the City assumes no obligation to reimburse the Bidder for Quote preparation expenses. No Bidder shall have any right or claim against the City for reimbursement of Quote preparation expenses.

IQ.6 COLLUSION, DISCRIMINATION, AND/OR PRICE FIXING

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate and hold Carson City harmless from liability for any such violation now and throughout the term of the Contract.

IQ.7 DAVIS-BACON ACT PREVAILING WAGES

The higher of the Federal or local prevailing wage rates for Carson City, as established by the Nevada Labor Commissioner and the Davis-Bacon Act, shall be paid for all classifications of labor in this project. Also, in accordance with NRS 338, the hourly and daily wage rates must be posted at the work site by the Contractor. The Contractor shall ensure that a copy of the Contractor's and subcontractor's certified payrolls for each calendar month is received by Carson City. The prevailing wage rates for this project are included in Attachment A and Attachment B, additional information is available at:

State of Nevada
Department of Business and Industry
Office of the Labor Commissioner
1445 Hot Springs Road, Suite 108
Carson City, Nevada 89701

INSTRUCTIONS TO QUOTERS

775-687-4850

IQ.8 LIST OF FEDERAL LAWS AND AUTHORITIES

A. ENVIRONMENTAL

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506 (c)
3. Endangered Species Act 16 U.S.C. 1531, et seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Flood Plain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

B. ECONOMIC

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

C. SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Order 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

D. MISCELLANEOUS AUTHORITY

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549-Debarment and Suspension

E. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

- a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this provision may be considered a material noncompliance of this

INSTRUCTIONS TO QUOTERS

financial assistance award by the Contracting Officer.

F. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: *Activities other than solar PV Installation on Government Buildings. This restriction* does not preclude you from activities that can be performed before the NEPA clearance or decision is completed.

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE/NNSA initiating the NEPA

END OF INSTRUCTIONS TO QUOTERS

QUOTE RESPONSE

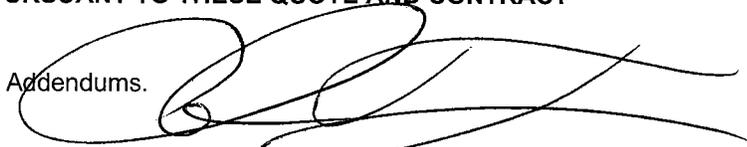
QUOTE RESPONSE FOR RFQ # 1011-223
RFQ TITLE: 2011 CARSON CITY ADA IMPROVEMENT PROJECT

NOTICE: No substitution or revision to this **QUOTE RESPONSE** form will be accepted. Carson City will reject any Quote that is received that has changes or alterations to this **QUOTE RESPONSE** form.

PRICES shall be valid for sixty (60) calendar days after the date set for **QUOTE OPENING** which is indicated in the **Notice to Contractors**.

COMPLETION of this project is expected **PURSUANT TO THESE QUOTE AND CONTRACT DOCUMENTS**.

BIDDER acknowledges receipt of 2 Addendums.



(Signature of Bidder)

SUMMARY

| | Description | Scheduled Value | Unit | Unit Price | Total Price |
|--------------------------|---|-----------------|------|-------------------|-----------------------------|
| QP. 1 | Mobilization, Demobilization and Clean up | 1 | LS | 4500 | 4500 ⁰⁰ |
| QP. 2 | Stormwater Protection | 1 | LS | 1194 | 1194 ⁰⁰ |
| QP. 3 | Remove and Replace Type 1 PCC Curb/Gutter on 6-Inch Aggregate Base | 675 | LF | 29 ⁰⁰ | 19575 ⁰⁰ |
| QP. 4 | Remove and Replace PCC Type A Sidewalk on 4-Inch Aggregate Base | 1575 | SF | 7 ⁰⁰ | 11025 ⁰⁰ |
| QP. 5 | Remove and Replace PCC Valley Gutter and Spandrel on 6-Inch Aggregate Base | 1830 | SF | 10 ⁰⁰ | 18300 ⁰⁰ |
| QP. 6 | Remove Existing Improvements and Install Curb Ramp with Detectable Warning Plates on 4-Inch Aggregate Base | 2000 | SF | 13 ⁰⁰ | 26000 ⁰⁰ |
| QP. 7 | Remove and Replace PCC Driveway Apron on 6-Inch Aggregate Base | 200 | SF | 16 ⁰⁰ | 3200 ⁰⁰ |
| QP. 8 | Remove and Replace PCC Driveway on 6-Inch Aggregate Base | 300 | SF | 10 ⁰⁰ | 3000 ⁰⁰ |
| QP. 9 | Remove and Replace Plantmix Bituminous Pavement Type 3 Aggregate, PG 64-22 w/lime, 4-inches thick on 6-Inch Type 2 Aggregate Base | 4970 | SF | 6 ⁰⁰ | 29820 ⁰⁰ |
| QP. 10 | Pavement Marking, 24-inch wide Solid White Traffic Paint Striping Crosswalk | 960 | LF | 2 ⁰⁰ | 1920 ⁰⁰ |
| QP. 11 | Pavement Marking, 24-inch wide Solid White Traffic Paint Yield Bar | 120 | LF | 2 | 240 ⁰⁰ |
| QP. 12 | Remove and Salvage Ground Mounted Sign and Post, and Re-install existing Sign on New Post and Anchor | 4 | EA | 206 ⁰⁰ | 825 ⁰⁰ |
| QP. 13 | Traffic Control | 1 | LS | 1671 | 1671 ⁰⁰ |
| Total Quote Price | | | | | 121,270⁰⁰ |

Total Quote Price Written in Words:

ONE-HUNDRED TWENTY ONE THOUSAND TWO
HUNDRED SEVENTY ⁰⁰/100

QUOTE RESPONSE

BIDDER INFORMATION:

| | |
|----------------------------|--------------------------------|
| Company Name: | NORTHERN NEVADA EXCAVATING INC |
| Federal ID No.: | 20-0502657 |
| Mailing Address: | 175 WILDHORSE CANYON DR |
| City, State, Zip Code: | SPARKS, NEVADA 89434 |
| Complete Telephone Number: | 775-345-6348 |
| Complete Fax Number: | 775-343-1213 |
| E-Mail Address: | |
| Contact Person / Title: | CHRIS TURNER PRES |
| Mailing Address: | SAME |
| City, State, Zip Code: | SAME |
| Complete Telephone Number: | SAME |
| Complete Fax Number: | SAME |
| E-mail Address: | |

LICENSING INFORMATION:

| | |
|---|----------------|
| Nevada State Contractor's License Number: | #57312 |
| License Classification(s): | A |
| Limitation(s) of License: | UNLIMITED |
| Date Issued: | MARCH 12, 2004 |
| Expiration Date: | MARCH 31, 2013 |
| Name of Licensee: | CHRIS TURNER |
| Carson City Business License Number: | 10-00023436 |
| Date Issued: | |
| Expiration Date: | |
| Name of Licensee: | CHRIS TURNER |

QUOTE RESPONSE

DISCLOSURE OF PRINCIPALS:

1. Individual and/or Partnership:

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

2. Corporation:

| | |
|---|---------------------------------|
| State in which Company is Incorporated: | NEVADA |
| Date Incorporated: | 12/16/03 |
| Name of Corporation: | NORTHERN NEVADA EXCAVATING, INC |
| Mailing Address: | 175 WILD HORSE CANYON DR |
| City, State, Zip Code: | SPARKS, NEVADA 89434 |
| Complete Telephone Number: | 775-345-5348 |
| President's Name: | CHRIS TURNER |
| Vice-President's Name: | |
| Other 1) Name: | |
| Title: | |
| Other 2 Name: | |
| Title: | |

QUOTE RESPONSE

MANAGEMENT AND SUPERVISORY PERSONNEL:

| Persons and Positions | Years with Company |
|-----------------------|--------------------|
| Name 1): | |
| Title 1): | |
| | |
| Name 2): | |
| Title 2): | |
| | |
| Name 3): | |
| Title 3): | |
| | |
| Name 4): | |
| Title 4): | |
| | |
| Name 5): | |
| Title 5): | |
| | |
| Name 6): | |
| Title 6): | |
| | |

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

QUOTE RESPONSE

REFERENCES:

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

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

| | |
|---------------------------|---|
| Company Name 1): | CITY OF SPARKS |
| Contact Person: | ANDY ECHIETA |
| Mailing Address: | 1675 E. PRATER WAY |
| City, State Zip Code: | SPARKS, NEVADA 89431 |
| Complete Telephone Number | |
| E-Mail Address: | AECHIETA@CITYOFSPARKS.US |
| Project Title: | MARIETTA SEWER REHAB |
| Amount of Contract: | 161,000 |
| Scope of Work: | SEWER, STREET REPAIR, C&G REPAIR |
| | |
| Company Name 2): | DAYTON VALLEY DOG PARK BOARD |
| Contact Person: | MELISSA STARR |
| Mailing Address: | 15 S. MAIN ST |
| City, State Zip Code: | CARSON CITY, NEVADA 89406 |
| Complete Telephone Number | |
| E-Mail Address: | MSTARR@STATE.NV.US |
| Project Title: | DAYTON VALLEY DOG PARK |
| Amount of Contract: | 89,000 ⁰⁰ |
| Scope of Work: | PCC SIDEWALKS, LANDSCAPING, IRRIG, BASE + PAVING, FENCING. |
| | |
| Company Name 3): | PACIFIC MOUNTAIN CONTRACTORS |
| Contact Person: | TERRANCE SPAMPANATO |
| Mailing Address: | 6600 WINGFIELD PKWY |
| City, State Zip Code: | SPARKS, NEVADA 89436 |

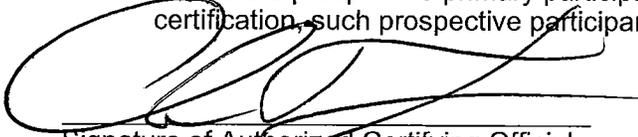
QUOTE RESPONSE

| | |
|---------------------------|---|
| Complete Telephone Number | 775-229-9275 |
| E-Mail Address: | TERRANCE@PACIFIC-MOUNTAIN CONTRACTORS.COM |
| Project Title: | REDHAWK CLUB HOUSE SITE IMP. |
| Amount of Contract: | 70,000, 23,000 |
| Scope of Work: | SITE CONCRETE, SITE DEMO, AC PAVING |
| Company Name 4): | |
| Contact Person: | |
| Mailing Address: | |
| City, State Zip Code: | |
| Complete Telephone Number | |
| E-Mail Address: | |
| Project Title: | |
| Amount of Contract: | |
| Scope of Work: | |
| | |

QUOTE RESPONSE

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

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



 Signature of Authorized Certifying Official

CHRIS TURNER

 Printed Name

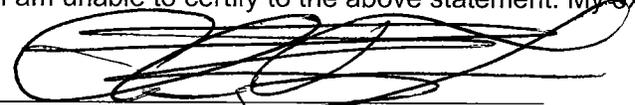
PRES

 Title

5/24/11

 Date

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



 Signature

May 24, 11

 Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

| Year | "E-Mod" Factor ¹ | OSHA Incident Rate ² |
|-------------------------------|-----------------------------|---------------------------------|
| 200 8 ⁶ | .86 | .00 |
| 200 8 ⁷ | .88 | .00 |

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

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

QUOTE RESPONSE

ACKNOWLEDGMENT AND EXECUTION:

STATE OF NEVADA)

)SS

COUNTY OF WASHOE)

I, CHRIS TURNER (Name of party signing this **QUOTE RESPONSE**), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Quote which includes the following documents: Notice to Contractors; Table of Contents; Terms & Conditions; Quote Response; Sample Contract for Services of Independent Contractor; General Conditions; Special Conditions; Technical Specifications; Drawings; Standard Specifications; Standard Plans; Permits, if any; and Addenda, if any.

BIDDER:

PRINTED NAME OF BIDDER: CHRIS TURNER

TITLE: PRES.

FIRM: NORTHERN NEVADA EXCAVATING, INC

Address: 175 WILD HORSE CANYON DR

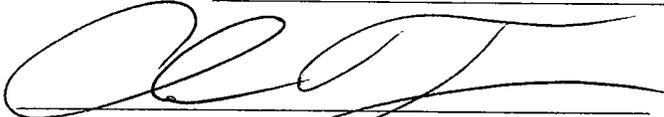
City: SPARKS

State / Zip Code: NEVADA 89434

Telephone Number: 775-345-5348

Fax Number: 775-343-1213

E-mail address: _____



(Signature of Bidder)

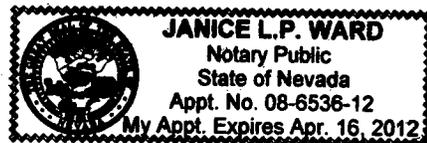
DATED 5-24-11

Signed and sworn (or affirmed) before me on this 24 day of May, 2011, by Chris
Turner



(Signature of Notary)

(Notary Stamp)



END OF QUOTE RESPONSE